Request for Proposal

RFP # 2911

COUNTY OF MARIN

Building Permit Plan Review Service

ISSUE DATE: October 30, 2026

Responses Due Date:

November 27, 2026 @ 10:00 AM PST

Attn: Erica Freeman, Deputy Director Building and Safety

County of Marin
Procurement Division
3501 Civic Center Drive Room 308
San Rafael, California, 94903

Table of Contents

Public Notice 2

General Project Summary 2

Funding Source 2

Instructions to Proposers 3

Schedule 3

Pre-Proposal Conference 3

Solicitation Questions 3

Submittal Instructions 3

Proposal Format 4

Award Evaluation 6

Interviews and Product Demonstrations Phase 6

Evaluation Criteria 7

Sustainability Preferences 7

Notice of Intent to Award 8

Performance Period and Budget 8

Budget 8

Contract Term 8

Appendix A: Scope of Work 9

Appendix B: Required Forms 12

Appendix C: General Provisions 20

Sample PSC Attachment 29

Public Notice

Request for Proposal for
Building Permit Application Plan Review Overflow Assistance
Date Published: October 30, 2026

General Project Summary

On behalf of the Department of Community Development Agency Building and Safety Division, the County of Marin Procurement Division is requesting proposals to provide building permit application plan review overflow assistance, on an as-needed basis. This RFP seeks responses from qualified vendors interested in providing these services.

Bidders can access current solicitations 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 access the solicitation documents, addendums and required forms on the Contracting Opportunities or Bid Express® websites. However, bidders are required to register for a complimentary Bid Express® account to download solicitation documents. 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 by Building and Safety program permit fees.

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:

Proposer must be providing comparable services in current use by one or more municipal clients, be responsive to all requirements of this RFP, and able to legally conduct business in Marin County, California. Proposer must have been in the municipal services building permit plan review and inspection business for at least thirty-six (36) months prior to the release date of this RFP to be eligible to participate. The proposer must have a valid Certified Access Specialist (CASp) Certification to review any commercial and/or multifamily projects. The proposer must have a California licensed Professional Engineer (PE) or Structural Engineer (SE) on staff for projects involving structural design (all structural design beyond the prescriptive provisions of the California Residential Code).

Proposers must possess a valid business license, as required by applicable state and local regulations. 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 a tentative schedule related to this solicitation and subject to change without notice. Any changes to this schedule will be communicated as an Addendum and updated on Contracting Opportunities and Bid Express® websites.

SCHEDULE	
Issue Date	Friday, October 30, 2026
Deadline to Submit Questions	Friday, November 6, 2026 – No Later than 10:00 AM PST
Responses to Questions	Friday, November 13, 2026
Proposal Submission Deadline	Friday, November 27, 2026 – No Later than 10:00 AM PST
Notice of Intent to Award	Friday, December 4, 2026 (Tentative)
Contract Start Date	Monday, December 7, 2026 (Tentative)

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 Erica Freeman, Building and Safety Division at erica.freeman@marincounty.gov with the email subject line:

RFP #2911 – Building Permit Plan Review Service

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 by one of the following three methods:

- **Bid Express submittal**: Submit solicitation documents via Bid Express® using the following link: https://www.bidexpress.com/businesses/53528/home

Hard copy submittal: The submission must include one (1) sealed hard copy original (marked "Original") that includes a cost proposal and number (2) copies that includes a cost proposal. All sealed proposal packages must be clearly labeled with the following:

"RFP 2911 – Building Permit Plan Review Service– Do Not Open"

Proposals should be delivered to the following address:

Marin County – Community Development Agency Building and Safety Division
ATTN: Erica Freeman, Building Official
3501 Civic Center Drive
Suite 308
San Rafael, CA 94903

- **Email submittal:** Proposals must be submitted electronically via email to the designated email address by the deadline specified in the Schedule. An acknowledgment email will be sent to confirm receipt of the proposal. If the proposer does not receive an email with "Received" confirmation within 24 hours of the submission deadline, it is the proposer's responsibility to follow up with the Building Official at Erica.Freeman@marincounty.gov. Failure to follow up or receive a confirmation email will result in the submission not being considered by the Building Official.

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 concise, well-organized, and demonstrate the proposer's understanding of the Scope of Work as outlined in **Appendix A: Scope of Work**. Proposals shall be limited to a maximum of (12) single-sided pages excluding cover, dividers, table of contents and resumes and include, at a minimum, the information listed below, including a complete *Cost Proposal*.

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. **Executive Summary (max 1 page)**
    a. This part of the response to the RFP should be limited to a brief narrative summarizing the proposal. The summary should not address details of services proposed. This section should include cost quotations at a summary level only, for each type of service to be provided on an as-needed basis.

3. **Scope of Services (max 1 page)**
    a. This section of the vendor's proposal should include a general discussion of the vendor's understanding of the overall service requested and the scope of work proposed. The response must clearly describe the services included in the proposal that are necessary to meet County's requirements, as well as any additional services included in the proposal that are "value-added" or "optional." The response must also confirm that the proposal includes all the work necessary to provide and deliver the services included in the proposal.

4. **Company Background (max 1 page)**
    a. Each proposal must provide the following information about the submitting proposer's company. The Community Development Agency may require a proposer to provide additional documentation or clarify requested information. Background information shall include:
        i. How long has the company been in business.
        ii. A brief description of the company size and organizational structure.
        iii. How long has the company been providing the proposed services to other municipal clients.
        iv. Listing of vendor's municipal customers who have received similar services as well as dates of service.
        v. Evidence that the vendor is in good standing and qualified to conduct business in California.

5. **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 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 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.

6. **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 in Scope of Work.

7. **Proposed Work Plan (max 4 pages)**
    a. This section should present a work plan for the tasks described in **Appendix A: Scope of Work**. This information MUST include a detailed methodology, as well as confirmation of proposer's ability and willingness to review plans digitally using the County's ProjectDox plan review software, when required to do so.

8 . **References**

a. Using the attached "Minimum Requirements and References" form, provide no more than three (3) client references, preferably other public agencies within the previous five years, for whom the Proposer's team has performed services similar to the attached Scope of Work. At least two references shall be from jurisdictions for which the proposer provided ongoing or on-call plan review services. 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, as well as review platforms used, such as ProjectDOX.

   The County may consider information obtained from references and other public agencies regarding the proposer's accuracy, regulatory judgment, consistency, professionalism, responsiveness, documentation practices, ability to identify significant code compliance issues, and willingness to appropriately elevate issues to the Building Official.

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 Building and Safety Division.

10. **Cost Proposal**

a. Include itemized costs for all services to be delivered. Costs should be identified as unit costs on an as needed per service basis for each type of service proposed. The County reserves the right to contact proposers on cost and scope clarification at any time throughout the selection and/or negotiation process.

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 vendor interviews or product demonstrations, evaluate vendor references, consult any current users of a vendor'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 vendors.

Interviews and Product Demonstrations Phase

The County may, at its discretion, conduct optional vendor 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 vendor interview. Proposers shall be accorded

fair and equal treatment with respect to any opportunity for discussion and written revision of their response.

Interviews and demonstrations will be conducted virtually or on-site, lasting approximately one hour. Scheduling will be coordinated with the **Building and Safety Division** to allow direct engagement with proposers to ask questions, and gain insights into solution implementation. In conducting discussions and/or interviews, the County will not disclose information from competing vendors' proposals.

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	
Qualifications and experience of company's reviewers	25
Qualifications and experience of company	15
Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.	15
References/Performance History	15
QA/QC and regulatory compliance procedures	15
Cost	15
Interview/Demos	Pass/Fail
Total	**100**
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.

- In no case shall the total of all preferences which a bid is eligible exceed fifteen (10.0) 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 vendor 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 Provision**s and the County's sample GSA/PSC attached herein naming County of Marin as additional insured
- W-9
- Professional engineer (PE) and/or Structural engineer (SE) license numbers current registrations, and CASp certification.

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

It is the County's intent to award this contract for an amount not to exceed $750,000.

Contract Term

It is the County's intent to award this contract with an initial contract term of 3 years. The County reserves the right to extend the contract for up to 2 additional years in one-year increments.

The County reserves the right to extend the contract in the event additional time for project completion is authorized by the Federal Emergency Management Agency *(*FEMA), through CalOES.

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

Appendix A: Scope of Work

Project Specifics

Marin County Community Development Agency, Building and Safety Division, is requesting proposals to provide building permit application plan review overflow assistance, on an as-needed basis. Building permit applications may include and are not limited to the following types of projects: single family dwellings; multifamily dwellings and developments; commercial tenant improvements; new and remodeled commercial buildings. This RFP seeks responses from qualified vendors interested in providing these services.

Proposers should be up to date with all state and assembly bills, state and local building codes. Proposers will need to be familiar with and adhere to the County's timeline for review under AB 2234: Planning and zoning: housing: post-entitlement phase permits**.**

Project Goals and Outcomes

Building and Safety is the Division of the Community Development Agency responsible for planning, implementing, coordinating and evaluating the County's building permitting program. Building permit application intake, processing, and California Building Standards Code (Title 24, CCR) plan review are provided directly by Division staff. Additional application reviews by Planning, Environmental Health, Public Works Land Development and/or fire agencies may also be facilitated by Division staff prior to permit issuance. Approximately 4,000 building permits are issued annually under this program to customers within Marin's unincorporated area.

After permit issuance, Division staff provide on-site construction inspections or electronic review of photographic documentation to verify construction in accordance with the approved plans and applicable code requirements. Approximately 10,000 separate inspection requests are received and provided annually by Division staff.

Building and Safety Division management desires assistance, on an as needed basis, to ensure technical plan review for complex projects is provided within fifteen business days not including County identified holidays (or as agreed upon with Building and Safety and meeting the time limits of AB 2234); rechecks and simple projects are reviewed within ten business days not including County identified holidays. The selected vendor will be expected to provide a variable level of plan review overflow assistance as needed to help maintain reliable conformance with these service objectives and will be required to provide their review(s) using the County's ProjectDox electronic plan review software.

For the purposes of this RFP and any ensuing contract, "overflow assistance" means providing assistance, when requested, performing plan reviews when our Division staff is unable to do so, due to absence or unavailability; and/or during infrequent and temporary periods when demand for service exceeds Division staff's capacity to maintain our service objectives.

Project Specific Requirements

Reviewers must be available to participate in virtual meetings or telephone conferences with applicants and applicants' consultants, as needed, to discuss and resolve project specific comments. Reviewers shall provide contact information with their comments (in one location) so that applicants can contact the reviewer with questions.

Reviewer's time spent consulting with an applicant shall be limited to one hour total, unless additional time is authorized by the Building Official.

Technical Requirements
The proposer must have a valid Certified Access Specialist (CASp) certification to review commercial and/or multifamily projects.

The proposer must have a California-licensed Professional Engineer (PE) or Structural Engineer (SE) on staff for projects involving structural design beyond the prescriptive provisions of the California Residential Code, or when state law requires a specific professional license or registration based on the project type (e.g., hospitals).

Compliance
The proposer shall perform plan review services independently, objectively, and in accordance with all applicable provisions of the California Building Standards Code, state law, Marin County Code, County-adopted policies and procedures, and the approved scope of work.

The proposer shall not approve, recommend approval of, or knowingly facilitate work that is inconsistent with applicable codes, ordinances, approved entitlements, permit limitations, or the scope represented in the permit application.

Plan reviewers shall identify discrepancies between the proposed scope of work and the existing or approved building configuration when such discrepancies are reasonably apparent from the submitted documents. This includes, but is not limited to, unpermitted floor area, changes in use or occupancy, conversion of nonhabitable space to habitable space, additions or alterations not identified in the application, and work represented as an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) that does not comply with applicable state or local requirements.

The proposer shall not advise applicants, owners, design professionals, or contractors on methods of structuring, characterizing, phasing, or presenting a project for the purpose of circumventing applicable building codes, zoning requirements, permit requirements, development standards, fees, or other regulatory requirements.

Where the proposer identifies a potential discrepancy involving existing conditions, permitted floor area, use, occupancy, project scope, or another matter outside the proposer's authority, the proposer shall document the issue and refer it to the County for determination rather than independently accepting or resolving the discrepancy.

Conflicts of Interest
The proposer and its personnel shall act solely as an extension of the County's Building & Safety Division when performing services under the contract and shall exercise independent professional judgment consistent with the County's regulatory responsibilities.

The proposer shall disclose any actual or potential conflict of interest involving an applicant, property owner, contractor, architect, engineer, developer, or other party associated with a project assigned by the County.

The proposer shall disclose whether it has provided, or is currently providing, design, engineering, code consulting, entitlement, inspection, construction, or other services to any party associated with an assigned project. The County reserves the right to reassign a project when it determines that such a relationship creates an actual or perceived conflict of interest.

The proposer shall not provide consulting services to an applicant concerning how to obtain County approval of a project that the proposer is reviewing on behalf of the County.

Documentation and Auditability

All plan review determinations shall be sufficiently documented to allow County staff to understand the basis for approval, rejection, or resolution of a review comment.

Review comments shall identify the applicable code section or other regulatory basis when reasonably applicable. Resolution of substantive comments shall be documented within the County's electronic plan review system.

The County may periodically audit plan reviews performed under the contract for accuracy, completeness, consistency, and compliance with County requirements. The proposer shall cooperate with such audits and promptly address identified deficiencies.

Repeated material errors, unsupported approvals, failure to identify significant code violations, undocumented resolution of substantive comments, or a pattern of reviews inconsistent with County requirements may constitute grounds for suspension of assignments or termination of the contract.

Quality Assurance/Quality Control

The proposer shall maintain a documented quality assurance/quality control (QA/QC) program appropriate to the complexity of the work performed.

The proposal shall describe:

- the proposer's QA/QC process, including supervisory or secondary review of complex projects;
- how the proposer ensures consistent interpretation and application of applicable codes;
- how errors or omissions identified after completion of a review are addressed;
- how reviewers escalate questionable existing conditions, scope discrepancies, or matters requiring interpretation by the Building Official; and
- how the proposer ensures that review staff remain current on changes to state law, the California Building Standards Code, and County amendments and policies.

Building Official Authority

The County Building Official retains final authority regarding interpretation and application of the California Building Standards Code, Marin County Code, County policies and procedures, and the determination of whether submitted documents demonstrate compliance. The proposer shall promptly elevate questions involving code interpretation, unusual existing conditions, questionable permit history, project scope discrepancies, or other matters requiring Building Official determination and shall not independently establish County policy or precedent.

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
Addendum OR other 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

COUNTY OF MARIN

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.

SECTION	PAGE NO.	DESCRIPTION OF EXCEPTION

COUNTY OF MARIN

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:_____

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 DISCLOSURE STATEMENT & FORM

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

The Levine Act requirements do not apply to (i) competitively bid contracts that are required by law, agency policy, or agency rule to be awarded pursuant to a competitive process; (ii) labor contracts; (iii) personal employment contracts; (iv) contracts valued under fifty thousand dollars ($50,000); (v) contracts where no party receives financial compensation; (vi) contracts between two or more agencies;

(vii) the periodic review or renewal of development agreements unless there is a material modification

or amendment proposed to the agreement.

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

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

You must complete this form if you are a party, participant or agent that has contributed more than

$500 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, within the 12 months prior to a proceeding involving a license, permit or other entitlement for use, as defined in Government Code section 84308, subd. (a). Agents to a party include an attorney, engineer, architect, or other representative, and are subject to the requirements of the Levine Act in the same manner as parties and participants.

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

Title or Short Description of Proceeding:

_____

Name of County Officer that Received Contribution: _____

Name of Party to the Proceeding: _____

Name of Person/Entity that Made the Contribution: _____

Contribution Date: _____ Contribution Amount _____

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

_____ _____

Date Signature of Party or Agent

_____

Name of Party or Agent

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

Award of Contract

Request for Proposal (RFP)

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

Change Orders

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

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

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

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

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

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

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

Cooperative Agreement

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

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

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

Vendor 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 vendor around accessibility, understanding that it is the vendor'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 vendors 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. Contractor shall satisfy themself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

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

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

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

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 vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

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 vendors 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

CAO Contract Log #_____

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2025 - Revised

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

RECITALS:

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

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

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

1. **SCOPE OF SERVICES:**

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

2. **FURNISHED SERVICES:**

The County agrees to:

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

3. **FEES AND PAYMENT SCHEDULE:**

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

4. **MAXIMUM COST TO COUNTY:**

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

5. **TIME OF CONTRACT:**

This Contract shall commence on , and shall terminate on . Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. **INSURANCE:**

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

SAMPLE

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.

SAMPLE

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.

SAMPLE

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.**

SAMPLE

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.	☐	**Scope of Services**	
EXHIBIT B.	☐	**Fees and Payment**	
EXHIBIT C.	☐	**Insurance Reduction/Waiver**	

SAMPLE

EXHIBIT D.	☐	**Contractor's Debarment Certification**	
EXHIBIT E.	☐	**Subcontractor's Debarment Certification**	
EXHIBIT F.	☐	**Federal Provisions Exhibit / Attachment 1**	

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

CONTRACTOR:
By: _____
Name: _____
Title: _____

APPROVED BY COUNTY OF MARIN:
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 .

SAMPLE