



THE COUNTY OF MARIN INFORMATION SERVICES & TECHNOLOGY DEPARTMENT

BUSINESS SOLUTIONS DELIVERY DIVISION REQUEST FOR PROPOSAL #2853

JUSTICE SYSTEMS CONSULTING SERVICES

April 04, 2024

The County of Marin's Information Services and Technology (IST) Department Business Solutions Delivery (BSD) Division is seeking to contract for integrated justice systems consulting services as described in this solicitation.

Proposal packages will be received through Thursday May 2, 2024 UNTIL 2:00PM Pacific Standard Time (PST), at the Department of Public Works, Marin County Procurement Division, 3501 Civic Center Drive, Room 304, San Rafael, CA 94903 or through [Bid Express®](#).

Any Proposer wishing their proposal to be considered is responsible for making certain that the completed proposal, including all Request for Proposal (RFP) documents, is received in the Procurement Division by the required time. Proposals received after the scheduled submittal deadline will be returned unopened.

Copies, alternative formats, and auxiliary aids of this RFP will be made available upon request by contacting Jorge Molina from the Procurement Division at Jorge.Molina@MarinCounty.gov.

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

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

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INSTRUCTIONS TO PROPOSERS

General Project Description

The County of Marin (County) is seeking a consultant or team of consultants with analytical, business process, and vendor selection experience to conduct a full assessment of Information Services and Technology Department Justice Case Management Systems (CMS) to document the needs and requirements of participating departments. Depending on the outcome, there may be a second phase of work to draft sections of a procurement packet for replacement systems and facilitate selection of replacement systems. Responders should propose on both phases of work separately, with the knowledge that the second phase of work is an option. The Justice CMS contains functionality and features for each of the County's Justice Departments including, but not limited to, justice system business practices and legal regulations.

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by **Thursday, April 18, 2024**, no later than **4:00 PM PST**. Questions asked after this date and time will not be considered. All questions must be submitted to Jorge Molina with the Procurement Division via email, Jorge.Molina@MarinCounty.gov or through the [Bid Express®](#) online platform. The subject line must be: RFP 2853 – Justice Systems Consulting Services. Phone calls and faxed questions will **not** be accepted.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website and the [Bid Express®](#) online platform on **Thursday, April 25, 2024**. Interested Proposers are responsible for accessing the website(s) for this information.

Submittal Requirements

The County of Marin Department of Public Works Procurement Division transitioned its solicitation processes to the [Bid Express®](#) online platform. Proposers can access current solicitations and a How To Guide for first-time Bid Express users on the County of Marin Bid Express home page at <https://www.bidexpress.com/businesses/53528/home>. Proposers must register for a free Bid Express account to view project solicitations, download RFP documents, submit questions, and submit proposals.

Submitted proposals must include the form(s) provided with this solicitation package. All items must be completed, and all signatures must be written and printed in longhand. All proposals submitted

must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

Electronic submissions via [Bid Express®](#) OR one (1) hard copy original (marked as such) and one (1) electronic copy proposal on a USB jump/thumb drive are due on **Thursday, May 2, 2024**, no later than **2:00 PM PST**. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become the property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the Proposer unopened.

Delivery Address:

County of Marin Procurement Division
 3501 Civic Center Drive – Room #304
 San Rafael, CA 94901

All proposals must be clearly marked **“RFP 2853 – Justice Systems Consulting Services - Do Not Open”** on the outside of the proposal package.

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

Timeline of Events

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

Timeline of Events	
Release of RFP	Thursday, April 04, 2024
Deadline to Submit Questions	Thursday, April 18, 2024 – No Later than 4:00PM PST
Responses to Questions	Thursday, April 25, 2024
Proposal Submission Deadline	Thursday, May 2, 2024 – No Later than 2:00PM PST

Identification of Apparent Winner	Thursday, May 16, 2024 (Tentative)
Tentative Board Award Date	June 4, 2024
Tentative Contract Start Date	July 1, 2024

Opening of Proposals

Proposals will **not** be publicly opened or read.

Informed Proposers/ Examination of Documents

Before submitting a proposal, Proposers must fully inform themselves of the conditions, requirements, and specifications of the work and materials to be furnished. Failure to do so will be at the Proposer’s own risk. Proposers are responsible 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. Proposers must 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 Proposer to examine the documents will in no way relieve them from any obligations with respect to the solicitation or contract.

The submission of a proposal constitutes an acknowledgment upon which the County may rely that the Proposer thoroughly examined and is familiar with the contract documents. No claim is allowed for additional compensation based upon a lack of knowledge of any solicitation document.

Nomenclatures

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

Interpretation, Correction

The Proposer must carefully examine the specifications, terms, and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission, or error in the

proposal, has any questions regarding the Scope of Work or any other related matters must immediately notify Jorge Molina, Procurement Division, of such concern in writing via email at Jorge.Molina@MarinCounty.gov and request clarification or modification of the document(s) no later than the date specified in the RFP Timeline of Events section.

Prices and Mistakes

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

Withdrawal of Proposal

Submitted proposal may be withdrawn **prior** to the opening date only by written request of the Proposer. Submitted proposals may **not** be withdrawn within 60 calendar days **after** the proposal opening.

Terms of the Offer

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

*****END OF INSTRUCTIONS TO PROPOSERS*****

GENERAL PROVISIONS

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

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package is Jorge Molina of the Procurement Division, Jorge.Molina@MarinCounty.gov. All inquiries must be directed to the designated County staff person as shown. Contact with any other County personnel or any undue badgering of County personnel by the Proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Award of Contract

Award of this proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee (Committee) will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County 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 the proposal. The County is not obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors are evaluated.

Receipt of the official Contract will indicate award of the proposal. Award of proposal will all be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this solicitation after consideration of all Evaluation Criteria to provide the services as described herein. The County reserves the right to make multiple awards for this proposal.

Award Evaluation Criteria

The Evaluation Criteria used to evaluate all accepted proposals are listed on **Page 10**.

The Evaluation Committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Committee may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any

available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Committee is not obligated to accept the lowest priced proposal but will make an award in the best interests of the County of Marin. The Committee can reject any and all proposals and waive any informalities and minor irregularities in the proposals.

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

EVALUATION CRITERIA	PERCENTAGE
Qualifications and Experience	35%
References and Performance History	15%
Proposal submission quality and completeness and understanding of the project as outlined in this Request for Proposal.	35%
Cost	15%
Total	100%

Preferences

Whenever the County of Marin acquires services or supplies by purchase order and/or contract, the County, in evaluating the price or proposal, will award preferences based upon the following items. In no case will the total of all preferences for which a proposal is eligible exceed fifteen percent (15%).

- A. *Local Business Preference* - In accordance with County of Marin Code 3.10, a five percent (5%) preference on the price submitted by a local County business.
- B. *Workforce Development Preference* - In accordance with County of Marin Code 2.50.070

Ordinance # 3435, a five percent (5%) preference is available to Proposers that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.

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

Supplier Performance Management Program (SPMP)

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

Addenda

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

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

Change Orders

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

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

Invoicing and Payment

The County of Marin will hold back fifteen percent (15%) of the amount of each invoice submitted by the Contractor. Holdbacks shall be due and payable to the Contractor upon acceptance of final

deliverables. Payment by the County of Marin to the winning Proposer(s) will be made, per invoice, within 30 calendar days after receipt of a correct invoice.

Depending on originating charges, Contractor will submit an invoice only after services are rendered to an address provided by the County upon awarding the contract.

Assignment and Subcontracting

Contractor will 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, 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 will pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the County of Marin.

Force Majeure

A time extension for delay may be allowed for the Proposer by the County of Marin for any delay in the completion or 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 nature, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the Proposer and supplier.

Nondiscriminatory Employer

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

Fair Employment Provisions

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

The Contractor must 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.

Contractor must 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 must encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and any permitted subcontractor will 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 any permitted subcontractor understand and agree that Contractor and any permitted subcontractor are 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 must comply with any and all federal, state, and local laws affecting the services provided by them including, but not limited to, the County of Marin Nuclear Free Zone and Living Wage Ordinance.

Cancellation of Contract

The County of Marin may cancel this contract at any time **without cause**, with 30 days written notice to the Contractor. The County of Marin may cancel this contract at any time **with cause**, with five (5) days written notice to the Contractor. Cancellation with cause will be at the discretion of the County of Marin and may be, but is not limited to, failure to supply the materials, equipment, or services specified within the time allowed or within the terms, conditions, or provisions of this contract. Contractor may not cancel this contract without prior written consent of the County of Marin Procurement Division.

Termination for Default – Time Extension for Delay

If the Contractor fails or refuses to execute the work, or any separable part thereof, so as to cause the items specified to not be completed and/or delivered within the time specified in the Contract and Purchase Order, the County of Marin may, by written notice to the Contractor, terminate Contractor's right to proceed with the work or such part of the work that is delayed. Contractor and its sureties will 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 Contractor's failure or refusal to complete or deliver the items within the specified time.

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 30 calendar days prior to the effective date of such termination. The Contractor will 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.

- A. 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.
- B. 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:
 - 1. Repeated failure to respond within a requested timeframe;
 - 2. Failure to perform services when promised or expected;
 - 3. Inability to reach Contractor contact; lack of customer service.

Nuclear Free Zone

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

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

Damages

Contractor will be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by their work or employees. Contractors will properly repair damage as appropriate at the Contractor's expense as required by the County of Marin.

Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Contractor specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, they will make available for audits, books and records relating to the service contract, as well as the books and records of its subcontractors, and Contractor will make available employees in furtherance of the 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 constitutes 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 (3) years. (Marin County Ordinance, Chapter 2.50 Living Wage)

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

Cooperative Contracting

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

Joint Procurement

In accordance with 2 C.F.R §200.318(e), intergovernmental agreements for procurement or use of

common goods and services are encouraged by Federal procurement guidelines. Joint procurement is a contracting method in which two or more agencies agree from the outset to use a single solicitation document and enter into a single contract for goods or services. The Proposer understands in providing a response to this solicitation, that a single contract will be issued for the benefit of all agencies identified within the solicitation.

Independent Proposer

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

Non-Appropriation of Funds

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

Compliance or Deviation to Specifications

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

Governing Laws

This Request for Proposal and the resulting purchase order and/or contract is 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), and the California State Department of Health and Human Services (CalHHS). This contract must be in accordance with the substantive and procedural laws of the State of California.

Insurance

Successful Proposer will be required to furnish and maintain insurance as follows.

Commercial General Liability: Contractor will maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County must 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 must provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.

Workers' Compensation: 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 must be provided to County prior to commencement of work.

Debarment and Suspension Certification

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

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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 three (3) years. (Title 49, Code of Federal Regulations, Part 29)

Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal. Signing this proposal on the signature portion thereof constitutes signature of the Certification.

Conformity with Law and Safety

Contractor will 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 Contractor must be in accordance with these laws, ordinances, codes, and regulations. Contractor shall indemnify and hold the 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 contract, Contractor shall immediately notify the County by telephone. Contractor must promptly submit a written report to the County, in such form as may be required by County, of all accidents which occur in connection with this contract. This report must include all of the following information.

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

Attorney's Fees

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

Proposer Agreement to Terms and Conditions

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

Right to Audit

The County will have the right of audit and inspection of Contractor's business records at any time during the term of the contract. Contractor will make readily available all records related to the performance of the contract and will provide office space as may be required for County to audit these records.

California Public Records Act

Proposer acknowledges and agrees that the County is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA). If Proposer's proprietary information is contained in documents or information submitted to the County, and Proposer claims that such information falls within one or more CPRA exemptions, Proposer 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 Proposer prior to any disclosure. If Proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Proposer is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in the County of Marin before the County's deadline to respond to the CPRA request. If Proposer fails to obtain such remedy, the County may disclose the requested information without penalty or liability.

Proposer further agrees that it will 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 Proposer.

Taxes

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

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

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of seven percent (7%), the 2011 rate, subject to change, of all service-related invoices will be withheld and remitted to the State. This requirement does not apply to **goods provided**. In addition, higher applicable rates may apply to nonresident foreign non-corporate partners, corporate partners, and foreign bank, including financial institution partners.

*****END OF GENERAL PROVISIONS*****

PROJECT INFORMATION

Background

The County's Justice systems, which support the County's Justice partners including the District Attorney, Public Defender, Probation, Marin County Superior Court, Marin County Sheriff's Office, and Law Enforcement Agencies, are running on aging architecture and programming languages (COBOL, VB6, ASP.NET, etc.). As a result, individual Justice departments continue to employ workarounds to meet business needs. The intent of Justice Systems Replacement Project is to replace the legacy systems with modern, sustainable technologies. This RFP is to hire a consultant to identify and document high-level business and system requirements and provide recommendations regarding the County's future Justice needs. A second phase of work could include assisting with developing the Request for Proposal for the replacement systems for the District Attorney, Public Defender, and Probation departments, developing criteria for the evaluation of proposals, and facilitating selection of the winning proposal(s). Responders should propose both bodies of work, with the understanding that the County may opt, or not, at its discretion, to complete the RFP for the system selection.

Recently, the Marin County Superior Court (Court) transitioned to a third-party system for case management. The County's Information Services and Technology Department is still a central party to manage data sharing and interagency workflow between the Justice partners. Likewise, other Justice partners intend to transition to third party systems for case management that may rely on Application Programming Interfaces (APIs) for integration between systems. Niche functions not available in Commercial-Off-The-Shelf (COTS) packages may be provisioned by IST as low-code or no-code apps. However, the goal is to keep customization, add on functionality, and additional apps to a minimum and change business processes where needed. The County's preference is Software as a Service (SaaS), Platform as a Service (PaaS), and other cloud-based solutions.

The County's current priority in moving the organization forward is to evaluate and implement Justice systems that meet the operating needs of the Justice departments. This initiative is a business project first, with a technical component. The solicitation is for an assessment to identify current issues, regardless of any system decisions or direction. There may be an additional phase to develop a comprehensive RFP and select replacement systems. Proposers should respond to both phases.

General Conditions

The issuance of this solicitation constitutes only an invitation to present proposals. The County reserves the right, at its sole discretion, to determine whether any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek

additional information and/or clarification from the Proposer, the right to confer with any Proposer submitting a proposal, and the right to reject any or all proposals with or without cause. The County reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposals, which, in the County's sole judgment, best meet the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County will have no liability to any Proposer for any costs or expenses incurred with the preparation of a proposal to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

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

Requirements

Proposer must submit responses to this RFP by electronic submissions via [Bid Express®](#) OR one (1) hard copy original (marked as such) and one (1) electronic copy of the proposal on a USB/thumb drive.

Contract Term

The County intends to award this contract with an initial contract term of one (1) year. The County reserves the right to extend the contract term pending project completion.

Minimum Qualifications/Experience Requirement

Proposers are required to have a minimum of five (5) years of experience in business systems consulting and analysis, preferably with local government organizations. Additionally, Proposers are required to have 3 years of experience developing RFP language and facilitating vendor selection. Any proposer unable to provide verifiable references for this minimum experience requirement may be considered non-responsive.

Additional Requirements

Proposers are required to adhere to policies, procedures, and standards set by the County of Marin IST Governance, Security, and Compliance Division (GSC). GSC enforces standards for governance including, but not limited to, security, digital accessibility, enterprise architecture, and project management for all digital deliverables. Required activities are performed in collaboration with service providers, product vendors, and contractors to meet County of Marin requirements.

By submitting a proposal, Proposer agrees to engage with the County in good faith and with open and effective communication to provide timely information, meet standards, and resolve issues. The County of Marin will collaborate with the Contractor in good faith with the understanding that is the Contractor's responsibility to conduct testing, address and resolve issues, and create compliant deliverables. By submitting a proposal, Proposer agrees to work with GSC to meet all applicable standards, codes, and requirements.

The GSC Division's Digital Accessibility Program is responsible for ensuring the County procures, creates, develops, and maintains accessible digital information and communication technology for County employees and the public. County of Marin standards, multiple California state codes, and federal laws require conformance with the Web Content Accessibility Guidelines (WCAG) 2.2 AA or most recent version, in addition to other applicable laws.

The GSC Information Security Program is responsible for all aspects of information security at the County of Marin, including assets, systems, applications, data, and workforce security. Depending on the nature of the solution being provided, County of Marin standards and legal and regulatory requirements such as Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and Internal Revenue Service (IRS) 1075 must be met.

The GSC Enterprise Architecture Program is responsible for a consistent standard of information technology capabilities and solutions. The program spans all aspects of IST's business solutions delivery model including infrastructure, applications, security, data, content, user interfaces, and services.

The GSC Project Management Office (PMO) is responsible for consistent and timely delivery of projects, within budget and in accordance with agreed upon specifications. By submitting a proposal, Proposer agrees to work with the County's designated Project Manager to develop a mutually agreeable project charter, timeline, task lists, milestones, and schedule of deliverables. The successful Proposer must also actively participate in periodic project status meetings, respond in a timely manner to inquiries and requests, and immediately report problems and concerns impacting the project.

*****END OF PROJECT INFORMATION*****

SCOPE OF WORK

Project Specifics

The County's Justice systems, which support the County's Justice partners including the District Attorney, Public Defender, Probation, Marin County Superior Court, Marin County Sheriff's Office, and Law Enforcement Agencies, are running on aging architecture and programming languages. As a result, individual Justice departments continue to employ workarounds to meet business needs. The intent of Justice Systems Replacement Project is to replace the legacy systems with modern, sustainable technologies.

This RFP is to hire a consultant to identify and document high-level business and system requirements, provide recommendations regarding the County's future Justice needs, assist with developing the Request for Proposal for the replacement systems for the District Attorney, Public Defender, and Probation departments, develop criteria for the evaluation of proposals, and facilitate selection of the winning proposal(s). To avoid a conflict of interest, the Contractor on this project cannot submit a proposal in response to the resulting RFP for replacement systems.

The objectives of this solicitation are to hire a consultant to do the following.

1. Phase 1
 - a. Identify business process improvements, including recommendations for changes that should be made before system implementations.
 - b. Identify and document data integration points across all Justice partners' systems.
2. Optional Phase 2
 - a. Develop language for an RFP and facilitate the RFP process to select replacement systems for three County Justice departments - District Attorney, Probation, and Public Defender.
 - b. Assist with selection of the third-party replacement systems.
 - c. Develop requirements to enhance integration and data sharing across all Justice partners including Marin County Superior Court, Marin County Sheriff's Office, and Law Enforcement Agencies.

Process related consulting activities include, but are not limited to, the following.

1. Review and document current process ownership as well as procedures related to use of the Justice systems.
2. Suggest opportunities for business process improvements.
3. Identify and document future desired or required business processes.

Software and system-related consulting activities include, but are not limited to, the following.

1. Identify and document integration points, data sharing, and manual/paper workarounds.
2. Identify available unused module capabilities of the current County's Justice systems.
3. Identify and document functionality and features of current case management systems supporting the District Attorney, Probation, and Public Defender departments and other supporting systems including Electronic Justice Search (EJUS) and eCourt Staging Database (eSD).
4. Identify key functionality and features not available in the current CMS for each of the departments listed in item 4. above.
5. Identify opportunities regarding how the Justice systems can be optimized and enhanced to better facilitate County business processes.
6. Identify and document desired and/or required functionality and features for future systems.

An optional second phase of work may be requested related to developing recommendations for the RFP for system replacements include, but are not limited to, the following.

1. Develop language for an RFP and facilitate the RFP process to select replacement systems for three County Justice departments - District Attorney, Probation, and Public Defender.
2. Assist with selection of the third-party replacement systems.
3. Draft the project background and description, including a description of the current environment and vision for the new systems.
4. Develop a statement of requirements with all necessary exhibits and pricing framework.
5. Develop an evaluation instrument, including scoring criteria, recommendations for evaluation committee membership, and a process for vendor demonstrations, using the information obtained during the assessment.

6. Include requirements related to the County's IT Governance program including, but not limited to, security, privacy, digital accessibility, enterprise architecture, and project management.

Activities for the optional second phase of work for system selections include, but are not limited to, the following.

1. Provide initial recommendations regarding which proposals to move forward in the selection process using the agreed upon evaluation criteria.
2. Provide a comparison of the technical and functional components of the recommended top vendor proposals.
3. Develop a cost analysis of the recommended top vendors.
4. Facilitate meetings of the Evaluation Committee with the goal of selecting the replacement systems.

Project Timeline

Currently the requirements phase of this project is scheduled to be completed in six months, extending by an additional six months for a total of one year if the winning proposer is engaged in the additional activities or Phase Two to develop the RFP for system replacement selections. The County reserves the right to extend the contract period pending project completion. A mutually agreeable project charter, timeline, task lists, milestones, and schedule of deliverables will be developed after award.

*****END OF SCOPE OF WORK*****

SCHEDULE OF PROPOSED FEES

Please complete the following schedule of proposed fees, including additional tasks identified by Proposer not listed within this solicitation.

Objective	Deliverables	Price
Document the County's current business processes and procedures.	<ul style="list-style-type: none"> • Mapping and description of current processes and procedures related to use of the Justice systems. • Documentation of current process ownership. • Documentation of key functionality and features not available in the current systems. 	\$
Identify business process improvements.	<ul style="list-style-type: none"> • Documentation and mapping of future desired or required business processes. May include As-Is and To-Be to assist with the identification of business process gaps. • Documentation of business process improvements, including findings and recommendations for changes that should be made before software implementation. • Documentation of opportunities to optimize and enhance County business processes. 	\$
Identify and document data integration points across all Justice partners' systems.	<ul style="list-style-type: none"> • Documentation and mapping of all integration points between systems comprising the County's integrated Justice systems. • Documentation of data sharing and manual/paper workarounds. 	\$

Additional tasks identified by Proposer not listed within solicitation.	<ul style="list-style-type: none"> • • 	<p>\$</p> <p>\$</p>
Optional Phase 2 Objectives and Deliverables		
Develop language for the RFP for replacement of all CMS applications within the Justice departments.	<ul style="list-style-type: none"> • Project background and description, including the current environment and vision for the new systems. • Statement of requirements with all necessary exhibits and pricing framework. • Description of desired and/or required functionality and features for replacement systems. • An evaluation instrument, including scoring criteria, recommendations for evaluation committee membership, and a process for vendor demonstrations, using the information obtained during the assessment. 	<p>\$</p>
Facilitate the RFP process to select replacement systems for the County Justice departments - District Attorney, Probation, and Public Defender.	<ul style="list-style-type: none"> • Initial evaluation and summaries of all proposals. • Initial recommendations regarding which proposals to move forward in the selection process. • A comparison of the technical and functional components of the recommended vendor proposals. • A cost analysis of the recommended vendors. • Facilitation of meetings of the Evaluation 	<p>\$</p>

	Committee to select the replacement systems.	
Develop requirements to enhance integration and data sharing across all Justice partners including Marin County Superior Court, Marin County Sheriff's Office, Public Defender, District Attorney, Probation, and Law Enforcement Agencies.	<ul style="list-style-type: none"> • Documented recommendations for integration and data sharing including the use of APIs. • Examples of and assistance with establishing Data Governance among Justice Partners. • A Memorandum of Understanding (MOU) template for integration and data sharing to be executed by Justice Partners. 	\$
Additional tasks identified by Proposer not listed within solicitation.	<ul style="list-style-type: none"> • • 	\$ \$
TOTAL PROJECT COST	Requirements Phase Optional Phase 2	\$ \$

REFERENCES AND PERFORMANCE

Proposers must provide the following information to be used by the County in evaluating their proposal. Proposer must also provide three former, within the past five years, or current clients with similar scopes of work.

1. Number of years in business: _____
2. Current average number of employees: _____
3. List contact information for three (3) former or current clients with similar scopes of work.

Organization Name: _____

Dates of service: _____

Contact Name: _____

Phone number: _____

Email address: _____

Organization Name: _____

Dates of service: _____

Contact Name: _____

Phone number: _____

Email address: _____

Organization Name: _____

Dates of service: _____

Contact Name: _____

Phone number: _____

Email address: _____

DEBARMENT AND SUSPENSION CERTIFICATION

In accordance with Title 49, Code of Federal Regulations, Part 29, under penalty of perjury, Contractor certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or 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 three (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 three (3) years.

Any exceptions to this certification must be listed in the following space.

Dated this _____ day of _____, 2024

By: _____
Authorized Signature for Contractor

Printed Name: _____

Title: _____

NON COLLUSION DECLARATION

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making this proposal.

This proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. Proposer has not directly or indirectly induced, solicited, colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal or to refrain from proposing. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or any cost element of the proposal price, or of that of any other Proposer.

All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal 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 proposal, and has not paid and will not pay any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer 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 Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

Dated this _____ day of _____, 2024

By: _____
Authorized Signature for Proposer

Printed Name: _____

Title: _____

LOCAL BUSINESS PREFERENCE CERTIFICATION

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

Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a five percent (5%) preference on the price proposal to local businesses. To receive this preference, Proposer must certify they meet the definition of a local business by initialing one of the following definitions that applies to Proposer’s business and further describing it in the space provided. Upon request, Proposer agrees to provide additional information to substantiate this certification.

_____ Have a principal place of business in Marin County.

OR

_____ Have a business license issued in Marin County for six (6) months prior to any claim of preference.

OR

_____ Maintains an office or other facility in Marin where at least five (5) persons are employed full time.

Pursuant to Marin County Code, Chapter 3.10.40, any business falsely claiming a preference will be ineligible to bid on County of Marin purchases or contracts for a period of one (1) year from the date of discovery of the false certifications.

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

Dated this _____ day of _____, 2024

By: _____
Authorized Signature for Proposer

Printed Name: _____

Title: _____

WORKFORCE PREFERENCE CERTIFICATION

DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE

To receive this preference, Proposer must certify, **at the time of this solicitation**, that at least 50% of its employees providing the proposed services are Marin County residents as defined below.

“Employee” means an individual who is permanently or temporarily employed by the Contractor or subcontractor performing direct services during any applicable pay period for work funded, in whole or in part, pursuant to a Contract as defined under this chapter.

“Direct services” do not include activity not directly contracted for by the County. For example, if the contract is for providing “counseling,” then only those employees providing that counseling qualify. Employees not qualifying in that scenario include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in County facilities would qualify.

“Employee” does not include an individual who is: (1) a worker classified as a student trainee or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) anyone, regardless of age, providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin Conservation Corps trainees); and (3) a person providing volunteer services.

Description of qualification: _____

The Marin Workforce Preference Certification form **must** be completed and returned with the proposal to claim the five percent (5%) preference. Upon request, Proposer agrees to provide additional information to substantiate this certification.

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

Dated this _____ day of _____, 2024

By: _____
Authorized Signature for Proposer

Printed Name: _____

Title: _____

COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

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

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

15. **RELATIONSHIP BETWEEN THE PARTIES:**

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

16. **AMENDMENT:**

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

17. **ASSIGNMENT OF PERSONNEL:**

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

18. **JURISDICTION AND VENUE:**

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

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.	<input type="checkbox"/> Scope of Services	
EXHIBIT B.	<input type="checkbox"/> Fees and Payment	
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver	
EXHIBIT D.	<input type="checkbox"/> Contractor's Debarment Certification	
EXHIBIT E.	<input type="checkbox"/> Subcontractor's Debarment Certification	
EXHIBIT F.	<input type="checkbox"/> Federal Provisions Exhibit / Attachment 1	

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

CONTRACTOR:

APPROVED BY COUNTY OF MARIN:

By: _____

Name: _____

Title: _____

By: _____

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

County Counsel: _____ Date: _____

SAMPLE

EXHIBIT "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

SAMPLE

SOLICITATION DOCUMENTS TO BE RETURNED

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

All Proposers must submit the following forms on or before the Submittal Deadline.

Form	Page	Required
Exceptions to the Scope of Work		Y
Offer		Y
Schedule of Proposed Fees		Y
References and Performance		Y
Statement of Qualifications		Y
Debarment and Suspension Certification		Y
Non-collusion Declaration		Y
Local Business Preference Certification		IF QUALIFY
Workforce Preference Certification		IF QUALIFY

Awarded Proposer is required to furnish the following completed documents.

1. Certificate of Liability Insurance
2. Additional Insured Endorsement naming the County of Marin as “Certificate Holder”
3. W-9 (Vendor registration)
4. Requirements for Contractors form and DIR Registration (if applicable)
5. Any other requested documentation related to this solicitation