

COUNTY OF MARIN



**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WHOLE PERSON CARE**

REQUEST FOR PROPOSAL (RFP)

Project Homekey Development Sponsor

RFP-HHS-2021-12

DATE ISSUED:

May 13, 2021

DATE MODIFIED:

May 25, 2021

DEADLINE FOR SUBMISSIONS:

**Open, but responses submitted
after June 3 may not be reviewed**

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

**PROJECT HOMEKEY
DRAFT RFQ/RFP FOR DEVELOPMENT SPONSORS**

INTRODUCTION

The Marin County Department of Health and Human Services (“County”) is requesting statements of qualifications and proposals from nonprofit housing developers to serve as owner/operators for one or more properties to be acquired through the State of California Homekey Program. The properties will be used as permanent supportive housing for individuals and families experiencing homelessness.

The County is in the process of determining the sites to be acquired and has issued a Request for Information to owners who are interested in selling their property. The Development Sponsor selected through this Request for Qualifications and Proposals (“RFQ/RFP”) will partner with the County to assess the feasibility of potential sites and identify the properties most appropriate for the proposed use. Appropriate properties include (but are not limited to): hotel/motel properties, certain commercial properties, mobile home/RV parks, and other properties that could be used for interim and/or permanent housing.

The County is seeking qualified owner/operator(s) who will assume ownership, complete necessary renovations and upgrades, and operate the(se) site(s) as permanent supportive housing. In some cases, the sites may be operated as interim housing on a short-term basis, prior to conversion to permanent supportive housing.

The timing of the proposed initiative will be determined by the State’s pending Request for Proposals (RFP) for Homekey funding, but it is expected that the Sponsor will be selected by June 7, 2021, the proposal for Homekey funding submitted in summer/fall 2021, and the properties purchased potentially by December 31, 2021 or sooner. These dates are subject to change in accordance with the RFP.

Funding for this project is not guaranteed and is contingent on the State issuing a Homekey RFP and the County receiving funding. **This RFQ/RFP is not a commitment or contract of any kind. The County reserves the right to accept and award a recommended Applicant as described in this RFQ/RFP, reject all applications, or award contracts to multiple applicants.** All submissions in response to this RFQ/RFP will become the property of the County and will be considered public records.

HOMEKEY PROGRAM

The Homekey program is a Statewide effort to rapidly sustain and expand housing for people experiencing homelessness and impacted by COVID-19. Information about the prior funding cycle of the program is available through this link: <https://www.hcd.ca.gov/grants-funding/active-funding/homekey.shtml>. The State will soon issue an RFP for a new funding round, to which the County intends to apply for funds. This solicitation is based upon on

existing information about the program, but requirements may change in accordance with any new information or changes made in the new RFP. The County is not guaranteed funding.

GOALS AND OBJECTIVES

The County's primary goal is the development of a well-designed permanent supportive housing community to advance the County's initiatives to end homelessness. Identified objectives for the program are as follows:

- Provide permanent supportive housing to homeless households through the rehabilitation of the acquired site as quickly as possible.
- Complete a successful renovation of the site to ensure habitable, safe, and high-quality housing that is accessible to people with disabilities and/or mobility challenges.
- Connect residents to a comprehensive array of onsite and community-based services, including (but not limited to) primary care, behavioral health services, income/benefits support, employment/training, and other services.
- Ensure the long-term sustainability of the project as a permanent supportive housing site by securing sufficient funds for long-term operations.
- Work with the neighbors and the community to integrate the project and residents into the local community

DEVELOPMENT SPONSOR ROLE

The County seeks an experienced permanent supportive housing developer or development team ("Development Sponsor") to assume ownership, complete necessary renovations and upgrades, and operate the(se) site(s) as permanent supportive housing. The Development Sponsor will also play a central role in supporting the County's application for Homekey funds upon release of the State RFP.

The Development Sponsor's role will include the following tasks:

- Work in collaboration with County staff to identify and assess the feasibility of potential project sites, and to perform site-related due diligence and planning.
- Support the County's application for Homekey funding as needed, including the preparation of operating budgets, proformas, and other materials needed for the application.
- Work with County staff to conduct community and neighborhood outreach and engagement to generate support for the program, address community concerns, and answer questions.
- Partner with the County to secure required local match funding.
- Oversee any renovations needed to enhance accessibility, ensure habitability and safety, and otherwise ensure successful operations and programming.
- Design and implement a comprehensive Resident Services Plan that will minimize any COVID-19 risk faced by residents and ensure that they have access to a comprehensive range of supportive services to support their long-term housing stability, self-sufficiency, and health and well-being. Services can be provided by a partner organization or by the Sponsor (if the Sponsor has related services experience). Track these services and coordinate care in Marin's care coordination system.

- Operate the program as permanent supportive housing for homeless households impacted by or at high risk of COVID-19, including all long-term property management functions, including:
 - Accepting referrals from the County’s coordinated entry program and coordinating process for verification of eligibility.
 - Managing the property in accordance with all regulatory agreements associated with Homekey and any other funding sources.
 - Overseeing all lease-up activities and ensuring occupancy on an ongoing basis.
 - Ensuring the ongoing safety and security of the residents, site, and surrounding areas.
 - Coordinating closely with service providers to support health and stability of residents.
 - Maintaining close communication with neighbors and neighborhood associations, local law enforcement and first responders, and other stakeholders to ensure prompt resolution of any concerns or issues.
 - Operating the program in a trauma-informed manner aligned with the principles of harm reduction and housing first.
- Comply with Homekey terms and conditions, including compliance with California’s prevailing wage law (Labor Code § 1720 *et seq.*).
- Other functions as necessitated by Homekey requirements.

REQUIREMENTS FOR APPLICANTS

A. Summary of Contract Terms, Conditions and Requirements

All applicants responding to this RFQ/RFP will be required to comply with any and all Federal, State, and local laws and regulations, including, but not limited to the County of Marin Nuclear Free Zone; Living Wage Ordinance; Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data; Title 42 of the Code of Federal Regulations; the Federal Health Insurance Portability and Accountability Act (HIPAA); Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; all applicable labor laws including prevailing wage rates; and the terms and conditions of the County of Marin’s Standard Professional Services Contract (as well as all future changes or amendments to each of the preceding). The County’s Standard Professional Services Contract, attached hereto as Attachment C, contains specific provisions including, but not limited to, nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting a Proposal, the applicant agrees to be bound by all terms and conditions of the County’s Standard Professional Services, attached hereto as Attachment C, and execute the same, if selected.

B. Insurance

The County requires that all contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements include automobile insurance and is described in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment C. ***It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting an Application.***

C. Administrative and Legal Requirements

1. This RFQ/RFP shall be governed by all applicable federal, state, and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin.
2. All matters related to this RFQ/RFP shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The Applicant agrees that all disputes arising out of or in connection with this RFQ/RFP or Applicant's response thereto shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.
3. Applicant should be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County before responding to this RFQ/RFP. Applicant should have, or be prepared to immediately procure, all federal, state and local permits or certifications necessary to perform the services that are the subject of this RFQ/RFP.
4. Applicants must be eligible to receive Federal funds.

PROPOSAL REQUIREMENTS

The County seeks a comprehensive statement of Development Sponsor qualifications and proposal to perform the tasks identified above. Selection of the Development Sponsor will be based upon directly relevant skills, experience, and qualifications as reflected in each submission.

Submissions should consist of:

- **Cover form:** Please complete and sign the Cover Form (Attachment A).
- **Narrative:** Please answer questions listed below in no more than ten (10) single-spaced pages.
- **Attachments:**
 - **Certificate** stating that the Development Sponsor and any partner organizations are in good standing with the Federal and State governments and are not on the Federal disbarment list.
 - **Resolution** or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific Officers who are authorized to execute agreements on behalf of the firm.
 - **Three (3) References.** References shall be local government agencies or other stakeholders in a comparable role who can attest to performance and qualifications. Provide the designated person's name, title, organization, physical and email address, telephone number, and a brief description of the project(s) that were completed in partnership with the reference.

Proposals should be submitted via <https://www.marinhhs.org/rfp/2021-12>. To receive priority review, submissions should be submitted by 5 p.m. on June 3, 2021. This RFQ/RFP will remain open until further notice, but given the anticipated timeline associated with the funding opportunity, responses received after June 3 may not be reviewed.

Proposals should be submitted in PDF format with all information included as a single PDF file. Please do not submit multiple files.

The 10-page page limit pertains only to the Narrative. The other cover form and attachments do not count toward the ten pages.

All questions related to the proposal should be submitted via <https://www.marinhhs.org/rfp/2021-12> no later than May ~~20~~ **28**, 2021. The County will post responses to the questions as quickly as possible, and all questions will be answered no later than May **24 31**, 2021.

Narrative:

Please answer all of the questions identified below in no more than 6-7 single-spaced pages. (Brevity is welcome.)

General Developer Experience:

Please describe your agency's experience related to the proposed initiative. Please speak directly to the following skills and qualifications:

- Acquiring and operating affordable housing and/or permanent supportive housing for people experiencing homelessness and/or other populations with special needs and barriers to housing. If applicable, please include any COVID-19 related housing response (e.g. Roomkey, Homekey, or similar initiatives).
- Acquiring, developing, and operating permanent supportive housing and/or affordable housing in Marin County or a similar jurisdiction.

- Coordinating onsite services (internally or with a services partner) to ensure access to services for all residents.
- Experience with and current capacity to affirmatively further fair housing and provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the target population, as appropriate.
- Performing community outreach and engagement activities to address community questions or concerns.
- Partnering with County departments, homeless service providers, and other community partners to design and implement programs that are responsive to the County's broader plan to end homelessness and the needs of the County's homeless residents.

Please include in this section a description of key staff who will oversee and support this effort.

Comparable Project Experience

Please describe three relevant/comparable projects, including the following information for each:

- Project description including location, number of units, construction dates.
- Brief description of construction/rehabilitation costs and financing sources.
- Description of the development team/partners.
- If applicable, description of any unique project elements, unforeseen challenges, and other circumstances that provided valuable experience or insights.
- Local governmental reference (Name, organization, phone number and email address).

Site and Program Operations

Understanding that there is limited information about the proposed sites, please describe generally how your agency will operate the properties if selected, including:

- Identification of the roles of each member of the Development team.
- Proposed coordination with partner organizations, if applicable, including roles and responsibilities.
- Information about resident services, including onsite versus community-based services, staffing ratios, service philosophies/principles, etc.
- Other pertinent elements of property management and operations that can be described at this phase.

Community Engagement Plan

- Describe the proposed community engagement plan, including the proposed activities during the planning process, construction process, the initial leasing period and, to the degree applicable, on an ongoing basis.

PROPOSAL EVALUATION

The Marin County Board of Supervisors has the ultimate responsibility for the selection of the Developer with the assistance of a selection committee. Proposals will be evaluated according

to the following scoring criteria, after which the highest scoring applicants will be invited to an interview/meeting with the selection committee. The selection committee will recommend the Development Sponsor based upon the information gathered in the application and interview.

Initial submissions will be scored as follows:

Proposal Section/Content	Points
General Developer Experience	30
Comparable Project Experience	25
Proposed Site and Program Operations	25
Community Engagement Plan	15
Completeness and Quality of Proposal	5
TOTAL	100

PROPOSED SCHEDULE

Question period extended to May 28, 2021.

The County seeks to adhere to the schedule below as closely as possible, but all dates are subject to change as necessitated by the site identification process, issuance of the State RFP, or other intervening circumstances.

Event/Deadline	Date
Release of Request for Qualifications and Proposals	May 13, 2021
Deadline for submission of questions	May 20, 2021 28, 2021
County to post responses to all questions	May 24, 2021 31, 2021
RFQ/RFP Deadline	Open, but responses submitted after June 3 may not be reviewed
Selection Committee proposal review	June 4
Selection Committee interviews/meetings	June 7
Announcement of preliminary award	June 7
Protest Deadline	June 9
Release of State Homekey RFP	Unknown
Preliminary selection of potential Homekey Site(s)	June 2021
Completion of Proposal for Homekey Funds	TBD based on state RFP
Close of Escrow	TBD based on state RFP

APPLICATION SUBMISSION REQUIREMENTS

A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFQ/RFP including, but not limited to, development, preparation and submission of applications.

2. This RFQ/RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act (“PRA”), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as “CONFIDENTIAL AND PROPRIETARY” and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County’s deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County’s deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.
5. After submission of the application and closing of the application period, no information other than what is outlined in this RFQ/RFP will be released, until an award becomes final.
6. The County reserves the right to make an award without further discussion of the applications received. Therefore, it is important that the application be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. This RFQ/RFP is not a commitment or contract of any kind. The County reserves the right to negotiate with the selected Applicant as recommended by the selection committee and Board of Supervisors. The County reserves the right to accept and award a recommended Applicant as described in this RFQ/RFP or to reject all applications. The County also reserves the right to award contracts to multiple applicants of this RFQ/RFP.
8. The County reserves the sole right to interpret, change or terminate any provision of the RFQ/RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFQ/RFP. The County also reserves the right to accept and reject any or all of the RFQ/RFP, cancel the RFQ/RFP in whole or in part, or terminate the process and elect to operate by other means.
9. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the

requirements of Marin County Department of Health and Human Services (“HHS”) or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

10. An application may be **immediately** rejected and disqualified for any of the following reasons:

- a. The application is not received at the time and place specified in the RFQ/RFP;
- b. The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFQ/RFP;
- c. Evidence indicates that the applicant, applicant’s staff or consultants have in any way attempted to influence the confidential nature of the review through contact with Marin County staff or members of the selection review committee.

B. Contact between Applicant and County

1. **County staff contact:** During the period from issuance of this RFQ/RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFQ/RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFQ/RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFQ/RFP process.

2. **Questions regarding the RFQ/RFP:** To maintain a fair and impartial process, all questions regarding this RFQ/RFP must be submitted in writing via the County’s website and contain a contact name and address. All questions and responses will be available on the County’s website on or before **May 24 31, 2021**. No telephone consultation will be provided. **Questions must be submitted via the County website at <https://www.marinhhs.org/rfp/2021-12> by May 20 28, 2021.**

C. Application Review and Selection

HHS staff will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee will be comprised of parties knowledgeable about the services sought by this RFP, including persons with lived

experience from the target population of this RFP, representatives from other county departments, representatives from local advisory boards or community based organizations, and/or any other individuals that Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include any potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP. A copy of the scoring instrument that will be used can be found in Attachment B. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

The committee will make an award recommendation to the Director of Health and Human Services, or designee, who will make the final recommendation to the Marin County Board of Supervisors.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the Applications. The County may also request additional information necessary to determine the applicant's financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be emailed to all applicants evaluated by the committee.

D. Protest Procedure

Within two business days of the issuance of a notice of intent to award the contract, any Applicant that has submitted a proposal may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFQ/RFP provision on which the protest is based. In addition, the Applicant must specify facts and evidence sufficient for the County to determine the validity of the protest.

Delivery of Protest:

All protests must be submitted in writing by email and received by 5 p.m. on June 9, 2021 by email to Ashley Hart McIntyre, Homelessness Policy Analyst, at HHSHomelessness@marincounty.org

The protest will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFQ/RFP Application(s), the public notice, the Request for Application document, and the scoring instruments of the Application review committee, and any other document deemed appropriate. The Department Director or designee will provide a written response to the protest, including any action that will be taken, if applicable. The decision of the Department Director or designee shall be final.

E. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County's Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. **No other provisions of the County's Standard Professional Services Contract will be negotiated.** Refer to Attachment C for a copy of the County's Standard Professional Services Contract.

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by the County, as well as to provide any additional data needed to satisfy other County, state or federal reporting requirements.

For the duration of the contract period, contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.

Attachment A
PROJECT HOMEKEY DEVELOPMENT SPONSOR
REQUEST FOR QUALIFICATIONS AND PROPOSALS

COVER FORM AND CHECKLIST

Proposer Name:	
Proposer Address:	
Legal Status:	
Federal ID Number:	
Primary Contact Person:	
Primary Contact Phone and Email Address:	
Partner Organization Name (if applicable):	
Partner Organization Address:	
Partner Organization Contact Person:	
Partner Org. Contact Phone/Email Address:	
Partner Organization Name (if applicable):	
Partner Organization Address:	
Partner Organization Contact Person:	
Partner Org. Contact Phone/Email Address:	

This document contains the following components:

- Cover Form
- Narrative (maximum 10 pages)
- Certification of Good Standing
- Resolution
- References

I certify that the information contained in the enclosed proposal is accurate and submitted with the knowledge and consent of the leadership of the proposing organization.

Organization Representative (Print Name): _____

Organization Representative (Signature): _____

Date: _____

Attachment B
Scoring Criteria

Proposal Section/Content	Points
General Developer Experience	30
Comparable Project Experience	25
Proposed Site and Program Operations	25
Community Engagement Plan	15
Completeness and Quality of Proposal	5
TOTAL	100

Attachment C
Professional Services Contract

**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 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**

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	
<u>OTHER REQUIRED</u>	<input type="checkbox"/>	
<u>EXHIBITS (HHS</u>	<input type="checkbox"/>	
<u>USE ONLY)</u>	<input type="checkbox"/>	

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: _____

BOS or County Administrator

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

County Counsel: _____ **Date:** _____