

DEPARTMENT OF PUBLIC WORKS

THE MARIN COUNTY DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL (RFP) # 2905

Human-Generated Communication Access Real-time Translation (CART) Services

June 17, 2026

On behalf of the Marin County Department of Public Works the Marin County Procurement Division is seeking to contract for Human-Generated Communication Access Real-time Translation (CART) Services as described in this solicitation.

Proposal packages will be received through Friday, August 07, 2026 UNTIL 2:00PM PST, at the Marin County Procurement Division, 3501 Civic Center Drive Room 304, San Rafael, CA 94903. Electronic submissions via [Bid Express®](#).

Any proposer who wished their proposal to be considered is responsible for making certain that the completed proposal, including all RFP documents, is received in the Procurement office by the proper 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 David Lawlor in the Procurement Division at DAVID.LAWLOR@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 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

On behalf of the County of Marin departments, divisions, programs, boards, commissions, and public-facing operations, the County of Marin Procurement Division is requesting proposals for **Human-Generated Communication Access Real-time Translation (CART) services**. The County is seeking qualified firms who can interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary and provide reliable, real-time captioning services for recurring meetings and upon-request meetings, events, trainings, hearings, and other countywide activities.

The County is issuing this solicitation to establish one or more contracts for CART services that support disability access, effective communication, meaningful participation in County programs and services, and public meeting accessibility. The County may elect to award a single contract or to award multiple contracts for the same or similar services to two or more sources under this solicitation.

The County also seeks pricing for an **Add Alternate** for CART services supporting:

- Board of Supervisors meetings; and
- Planning Commission meetings.

This Add Alternate is intended to address the operational, public access, and legislative meeting requirements applicable to high-profile public meetings, including agenda-based proceedings, public comment, livestreaming coordination, and Brown Act-related accessibility expectations.

Bidders can access current solicitations on the County of Marin’s Contracting Opportunities website at <https://www.marincounty.gov/contracting-opportunities> and on the County of Marin Bid Express® website homepage at

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

There is no cost to submit a proposal using Bid Express®. There is no cost to access the solicitation documents, addendums, and required forms on the Contracting Opportunities or Bid Express® websites. Bidders are required to register for a Bid Express® account to download solicitation documents. How-to guides for first-time Bid Express® users are on the County of Marin Bid Express® homepage under “Standard Documents.” Proposers are responsible for obtaining all addenda.

Pre-Proposal Conference

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

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by **Friday, July 17, 2026 – No Later than 2:00 PM PST**. Questions asked after this date and time will not be considered. All questions shall be submitted to David Lawlor, Procurement Division via email, DAVID.LAWLOR@MARINCOUNTY.GOV or through the Bid Express® online platform.

The subject line shall be: RFP # 2905 – Human-Generated Communication Access Real-Time Translation (CART) Services - Do Not Open

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®](#) on **Friday, July 24, 2026**. It is the responsibility of all interested proposers to access the website(s) for this information.

Submittal Requirements

The Marin County Department of Public Works has transitioned its bidding processes to the [Bid Express®](#) online platform. Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at <https://www.bidexpress.com/businesses/53528/home>. Bidders must register for a free Bid Express account to view project solicitations; download bid documents; see the plan holder's list and submit bid RFIs.

Submitted responses must include the form(s) provided with this solicitation package. All items shall be filled in and the signatures of all persons signing shall 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) written original (marked as such) and one (1) electronic copy on a USB flash drive are due on **Friday, August 07, 2026**, no later than **02:00 PM PST**. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become 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:

Marin County – Procurement Division - ATTN: David Lawlor
Address – 3501 Civic Center Drive Room # 304
San Rafael, CA 94903

All proposals shall be clearly marked “RFP # 2905 – Human-Generated Communication Access Real-Time Translation (CART) 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 of Marin also reserves the right to request clarification of information from the proposer.

Proposal Format

Proposals must be concise, well-organized, and demonstrate the proposer’s understanding of the Scope of Work as outlined in Appendix A: Scope of Work. Proposals shall be limited to a maximum of twenty (20) single-sided pages excluding cover, dividers, table of contents, required forms, pricing forms, and resumes, and include, at a minimum, the information listed below, including a complete Cost Proposal in a separately sealed envelope or separate electronic pricing file if electronic submission is used.

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

1. Letter of Transmittal (max 1 page)

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

2. Team Introduction (max 2 pages)

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

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

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

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

3. Understanding and Approach (max 3 pages)

- a) This section should establish that the Proposer understands the County's objectives and requirements, will demonstrate an ability to meet those requirements, and outline clearly and concisely the plan for accomplishing tasks specified in Appendix A: Scope of Work.
- b) Describe the Proposer's understanding of the County's disability access obligations, including effective communication, auxiliary aids and services, public meeting accessibility, and the need to center user experience for deaf and hard of hearing participants.
- c) Describe how the Proposer will provide accurate, timely, complete, and synchronized captions in both virtual and in-person settings.

4. Proposed Work Plan (max 5 pages)

- a) This section should present a work plan for the tasks described in Appendix A: Scope of Work. Discuss how the Proposer will conduct the identified tasks, identify deliverables, and propose a schedule. The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals.
- b) Describe approach to scheduling, dispatching, communication, staffing, backup coverage, platform setup, speaker identification, terminology preparation, transcript delivery, quality control, and invoicing.
- c) Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
- d) Identify and explain any problem areas and/or potential obstacles (such as staffing shortages, connectivity failures, schedule changes, meeting overruns, simultaneous speakers, technical integration issues, etc.) to successful completion of the Scope of Work, and discuss methods that will be used to track and resolve these problems.

- e) For proposers submitting the Add Alternate, describe the operational approach for Board of Supervisors and Planning Commission meetings, including agenda review, coordination with clerks and audiovisual staff, meeting packet preparation, handling public comment, and meeting overrun coverage. Please also describe how you will coordinate with the Clerk of the Board while maintaining responsibility for CART preparation, staffing, technical readiness, caption quality, backup coverage, and incident response. Additionally, identify how you will provide continuous CART coverage for the full duration of the public meeting, including recesses, continued items, public comment periods, meeting overruns, evening sessions, and reconvened sessions, unless expressly released by the County's designated meeting contact.
- f) Contractor shall provide relief captioners as necessary to maintain quality and continuity.

5. Relevant Work Experience (max 3 pages)

- a) Provide succinct descriptions for a minimum of three (3) previous projects completed within the last five (5) years of similar size and scope to the Scope of Work. Indicate the project title, duration, budget or contract value if available, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Include the name of the agency for whom the work was performed, year completed, name of the contact person, and their telephone number.
- b) At least one example should involve public meetings, hearings, legislative bodies, or comparable high-visibility proceedings.
- c) At least one example should involve recurring and ad hoc CART scheduling across multiple programs, departments, campuses, or service lines.

6. References

Using the attached "Minimum Requirements and References" form, provide no more than three (3) client references, preferably other public agencies, for whom the Proposer's team has performed services similar to the attached Scope of Work.

7. Required Forms (see Appendix B)

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

8. Cost Proposal

Billing rates and cost breakdowns shall be submitted as a separate document and sealed or separately uploaded, as applicable. Proposer shall complete the pricing forms included in Appendix B.

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals are listed below.

Initial Evaluations

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

Clarifications

Procurement shall, at its discretion, conduct optional vendor interviews, reference checks, and request for review any other information deemed pertinent to the evaluation. Immaterial revisions may be considered after submission and prior to issuance of the resulting notice of award, at the discretion of the County, to facilitate the selection of the most suitable vendors.

Interviews and Product Demonstrations Phase

The County may, at its discretion, conduct optional vendor interviews to ensure full understanding of the solicitation requirements. Interviews may include responding to standard and specific questions from the evaluation panel or committee about the proposer's approach to scheduling, accessibility, staffing, quality assurance, and legislative meeting operations. The score of any evaluation criteria below may be revised or informed based on the vendor interview. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of their response.

Interviews may be conducted virtually or on-site, lasting approximately 45 to 60 minutes.

Timeline of Events

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

Release of RFP	Wednesday, June 17, 2026
Deadline to submit Questions	Friday, July 17, 2026 – No Later than 02:00 PM PST
Responses to Questions	Friday, July 24, 2026
Proposal Submission Deadline	Friday, August 07, 2026 – No Later than 02:00 PM PST
Selection of Finalists	Friday, August 21, 2026 (Tentative)
Product Demonstrations	Friday, August 28, 2026 (Tentative)
Identification of Apparent Winner	Friday, September 04, 2026 (Tentative)
Tentative Board Award Date	Tuesday, September 08, 2026 (Tentative)
Tentative Contract Start Date	Tuesday, September 08, 2026 (Tentative)

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 or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

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

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 in relationship to the "Scope of Work", or any other related matters, shall immediately notify the responsible party of such concern in writing via email at David.Lawlor@marincounty.gov and request clarification or modification of the document(s) no later than the date specified in the RFP questions section.

Prices, Negotiations 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 shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

Withdrawal of Proposal

Submitted proposals:

- a) may not be withdrawn within 60 calendar days after the proposal opening
- b) may be withdrawn prior to the opening date only by written request of the proposer

Terms of the Offer

Acceptance of proposer's offer shall 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 Counsel and Procurement

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be David Lawlor, Procurement Division, DAVID.LAWLOR@MARINCOUNTY.GOV. All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Award of Contract

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

The County of Marin Procurement Division will announce the award of a contract through the posting of a Notice of Intent to Award on the County of Marin’s Contracting Opportunities website: <https://www.marincounty.gov/contracting-opportunities>. The County of Marin Procurement Division will announce the selected vendor by posting an award notice on the County of Marin’s Contracting Opportunities website at: <https://www.marincounty.gov/contracting-opportunities> and on the County’s Bid Express portal website at: <https://www.bidexpress.com/businesses/53528/home>. Additionally, proposers will be individually notified when the award is made.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The County reserves the right to make a multiple award of this proposal

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals are listed on **Page 14**.

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Selection 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 Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/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/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall 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/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

EVALUATION CRITERIA	PERCENTAGE
Qualifications and Experience	25%
Proposal Quality, Completeness, and Understanding of the Project	20%
Accessibility Approach, Quality Assurance, and Performance Metrics	25%
Relevant Work Experience / References / Performance History	15%
Cost	15%
Interview (Optional)	Pass/Fail
Total	100%

Preferences

Whenever the County of Marin acquires services or supplies by purchase order and/or contract, the Purchasing Agent, in evaluating the price or proposal, shall award preferences based upon the following preferences. In no case shall the total of all preferences which a bid is eligible exceed fifteen (15.0) percent.

1. Local Business Preference - In accordance with County of Marin Code **3.10** there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. Workforce Development Preference - In accordance with County of Marin Code **2.50.070** Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.
3. Recycled Product Preference - In accordance with County of Marin Code **3.08** there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products.

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

Supplier Performance Management Program (SPMP)

The Supplier Performance Management Program may be used to evaluate and assess contractor 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 supplier/contractor is meeting our expectations, but that the County is communicating our expectations to the supplier/contractor.

Addenda

Any changes, additions, deletions or clarifications to this proposal package shall 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 shall be incorporated in the proposal. The proposer shall sign and date the addendum and submit with their response to the solicitation.

Addenda issued within five (5) calendar days of the proposal opening date/time shall be cause for extension of the opening date, if so determined by the Purchasing Agent, 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:

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

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

Invoicing and Payment

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

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

COUNTY OF MARIN
Department of Public Works
Disability Access Program
Attn: Laney Davidson, Disability Access Manager
3501 Civic Center Drive, Suite304
San Rafael, CA 94903

Assignment and Subcontracting

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract and/or purchase order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the County of Marin. Neither the contract and/or purchase order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the County of Marin.

Force Majeure

Time extension for delay may be allowed for the Proposer by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

Nondiscriminatory Employee

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 includes, but is not limited to, hiring and firing of staff, selection or 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 herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

The contractor shall comply fully with Titles I and II of the Americans with Disabilities Act (ADA), Sections 508 and 504 of the 1973 Rehabilitation Act as amended in 1998 in that the contractor's hiring practices do not discriminate against disabled persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A County representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the

materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option.

Termination for Convenience

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

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

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.org/depts/bs/boards-and-commissions/commissions/peaceconversion>

Damages

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair

damage or remove and replace damaged property as appropriate at the proposer's expense as required by the County of Marin.

Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

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

Cooperative Agreement

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

Joint Procurement

In accordance with 2 C.F.R §200.318(e) Intergovernmental agreements for procurement or use of common goods and services is encouraged by federal procurement guidelines. Joint procurement is a contracting method in which two or more agencies agree from the outset to use a single solicitation document and enter into a single contract for goods or services. The proposer understands in providing a response to this solicitation, that a single contract will be issued for the benefit of all agencies identified within the solicitation.

Independent Proposer

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit shall 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 Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the proposer with written notice. Such notice shall release both the County and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

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

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

Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of the Certification.

Conformity with Law and Safety

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal,

State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

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

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

Attorney's Fees

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

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

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

California Public Records Act (CPRA)

Applicants acknowledge and agree that the County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents or information submitted to the County, and Applicant claims that such information falls within one or more CPRA exemption, the Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information.

In the event of a request for such information, County will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective

order, injunctive relief or other appropriate remedy from a court of law in Marin County before the County's deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, County may disclose the requested information without penalty or liability.

Applicant further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys' fees) that may result from deniable by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

Taxes

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

Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

END OF GENERAL PROVISIONS

PROJECT INFORMATION

Background

The County of Marin has long been committed to ensuring full and equal access to its programs, services, and activities in accordance with the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008 and as amended in 2024, Sections 504 and 508 of the Rehabilitation Act of 1973, and the State of California accessibility requirements. Historically, captioning support for County meetings and public-facing events has evolved from minimal or reactive accommodations to a proactive, integrated component of accessibility planning.

As virtual and hybrid public meetings, community engagements, and internal County operations have increased, so has the need for accurate, timely, and reliable communication access for Deaf and hard-of-hearing individuals. Automated captioning technologies have improved but still present accuracy and latency limitations that can create barriers, especially in complex public-policy contexts, technical discussions, and meetings where legal or procedural clarity is essential.

To uphold Marin's longstanding commitments to transparency, equity, and meaningful participation, the County seeks to formalize and strengthen its captioning services through professionally delivered, human-generated Communication Access Realtime Translation (CART). This RFP reflects the County's continued investment in high-quality, civil rights-based access solutions that support public trust, legal compliance, and inclusive engagement for all community members.

Through this RFP, the County of Marin seeks qualified vendors capable of providing real-time, human-generated CART captioning services for a variety of County functions. The County intends to select a vendor who can deliver consistent, high-accuracy captions that support both internal operations and public-facing events.

General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this

solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

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

Submittal Requirements

Electronic submissions via [Bid Express](#)® OR one (1) written original (marked as such) and (1) one electronic copy proposal on a USB drive etc.

Contract Term

It is the County's intent to award this contract with an initial contract term of three (3) years. The County reserves the right to extend the contract for up to two (2) additional one (1) year periods.

Pricing

It is the County's intent to award this contract for an amount to be determined based on departmental need, available appropriations, and negotiated rates. Prices quoted shall be firm and fixed through the contract term unless otherwise expressly provided in the resulting agreement.

Minimum Qualifications/Experience Requirement

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

1. Proposer must have a minimum of three (3) years of experience providing human-generated CART services for public agencies, courts, higher education, healthcare entities, public meetings, or similarly complex settings.
2. Proposer must be able to provide remote CART services and in-person/on-site CART services.
3. Proposer must demonstrate capacity to support countywide recurring and on-demand scheduling, including same-day or urgent requests when feasible.
4. Proposer must demonstrate capacity to support emergency press conferences and informational events related to disaster scenarios.
5. Proposer must provide personnel with relevant CART training, certification, and/or professional experience sufficient to deliver high-quality real-time captioning. Proposers shall show proof that captioners are Certified Realtime Captioner (CRC) through the National Court Reporters Association (NCRA).

6. Proposer must demonstrate experience with virtual meeting platforms and browser-based caption delivery, including compatibility with Zoom, Microsoft Teams, and standard web browsers.
7. Proposer must possess a valid business license issued by the appropriate jurisdiction or the County of Marin. A copy of the business license must be submitted with the proposal. Failure to provide proof of a valid business license may result in the disqualification of the proposal.
8. Proposer must not rely solely on automatic speech recognition to perform the required services. Services requested under this RFP are for human-generated CART.
9. Connection quality and country of origin are key concerns. We have experienced technical issues with captioners located in certain countries where access is restricted, as well as challenges with maintaining reliable audio quality—particularly for Spanish-language captioning. It is critical that captioners have access to a clear and dedicated audio channel.

SCOPE OF WORK

Project Specifics

1. Project Summary

The County of Marin seeks qualified contractor(s) to provide human-generated Communication Access Real-time Translation (CART) services to support effective communication and meaningful access for individuals who are deaf or hard of hearing in County meetings, hearings, trainings, events, programs, services, and other activities countywide.

The County requires CART services for both recurring meetings and upon-request assignments for all County departments and programs. The County also requests an Add Alternate for Board of Supervisors meetings and Planning Commission meetings.

2. Project Goals and Outcomes

Key goals and outcomes include, but are not limited to, the following:

1. Provide reliable, accurate, real-time captioning as an auxiliary aid and service for County programs, services, and meetings.
2. Support equitable access, independence, dignity, and meaningful participation for deaf and hard of hearing participants, employees, applicants, volunteers, commissioners, and members of the public.
3. Ensure County departments can secure CART coverage efficiently for both scheduled recurring meetings and ad hoc requests.

4. Ensure CART delivery is operationally compatible with virtual, hybrid, and in-person meeting formats.
5. Establish measurable service levels and accountability for quality, responsiveness, and continuity of service.
6. Provide an optional enhanced service level for Board of Supervisors and Planning Commission meetings.
7. Provide confidential CART services in a HIPAA and PII compliant environment and maintain confidentiality.

3. Base Scope of Work – Countywide CART Services

The selected contractor(s) shall provide the following services countywide:

3.1 Service Types

- Recurring departmental or program meetings
- One-time meetings and upon-request meetings
- Public meetings and community engagement meetings
- Internal staff meetings, trainings, orientations, and workshops
- Hearings, panels, presentations, webinars, and special events
- Virtual, hybrid, and in-person meeting support

3.2 Required Service Components

The contractor shall:

- a) Provide human-generated real-time captioning by qualified CART personnel.
- b) Provide captioning in English unless otherwise specified by the County.
- c) Deliver captions through accessible browser-based links and/or compatible integration with meeting platforms such as Zoom and Microsoft Teams.
- d) Provide on-site CART display options when required by the County, including coordination regarding screen placement, seating, feed routing, and viewing access.
- e) Provide transcripts upon request, in an accessible electronic format and edited if necessary.
- f) Coordinate with County staff regarding schedules, terminology, acronyms, names, agendas, speaker lists, and meeting materials.
- g) Provide customer support and operational communication before, during, and after assignments.

- h) Maintain backup staffing and technical contingency plans.

3.3 Scheduling and Coverage

The contractor shall:

- a) Accept requests for both recurring and ad hoc assignments.
Identify standard scheduling lead times and any rush request procedures.
- b) Provide a clear process for confirmation, change requests, cancellation notices, and meeting overrun coverage.
- c) Provide a central scheduling contact and escalation contact.
Make reasonable efforts to maintain continuity of assigned captioners for recurring meetings when requested by the County.
- d) For Board of Supervisors meetings, Contractor shall provide continuous CART coverage for the full duration of the public meeting, including recesses, continued items, public comment periods, meeting overruns, evening sessions, and reconvened sessions, unless expressly released by the County's designated meeting contact.
- e) Contractor shall provide relief captioners as necessary to maintain quality and continuity.

3.4 Accessibility and Community Expectations

- a) The County expects the contractor to deliver services consistent with disability access principles and community expectations, including:
- b) Respectful interaction with D/deaf and hard of hearing participants and County staff.
- c) Recognition that captions must support real-time participation, not merely post-event documentation.
- d) Operational practices that reduce barriers, including pre-session preparation, speaker clarification, terminology review, and prompt troubleshooting.
- e) Understanding that effective communication may require consultation with the requesting department and the individual(s) needing access support.
- f) Commitment to inclusion, clarity, confidentiality, and responsiveness.

4. Accessibility, Compliance, and Performance Standards

The contractor shall perform all work in a manner consistent with applicable federal, state, and local accessibility and privacy requirements and County expectations.

4.1 Legal and Standards Framework

At a minimum, services shall support compliance with:

- Americans with Disabilities Act (ADA);

- Section 504 of the Rehabilitation Act, where applicable;
- California Government Code sections 11135 and 7405, where applicable;
- Ralph M. Brown Act public meeting access requirements, where applicable;
- County contract digital accessibility requirements, including WCAG 2.2 Level AA, or most recent version, for digital deliverables when applicable.

4.2 Required Caption Quality Standards

Unless otherwise approved by the County in writing for a specific assignment, the contractor shall meet the following service standards:

- Accuracy:** Average caption accuracy of **98% or greater** for prepared speech and **96% or greater** for interactive multi-speaker meetings, measured across sampled assignments using a mutually agreed quality review methodology.
- Latency:** Caption display latency should generally not exceed 3 seconds from spoken word to displayed caption text, except in unusual circumstances outside contractor control.
- Completeness:** Captions shall substantially include spoken content necessary for understanding and participation, including speaker changes when feasible, material discussion, procedural directions, votes, and public comment.
- Synchronization:** Captions shall be displayed in close temporal alignment with speech sufficient to support live participation.
- Readability:** Captions shall use consistent punctuation, spelling, formatting, and sentence segmentation to maximize comprehension.
- Terminology Preparation:** Contractor shall review provided names, agenda items, acronyms, specialized vocabulary, and speaker materials in advance when supplied by the County.

4.3 Operational Service Levels

The contractor shall meet the following operational requirements:

- Confirmation:** Confirm scheduled assignments within the timeframe proposed by the contractor and accepted by the County, and no later than one (1) business day before routine scheduled events unless booked on shorter notice.
- Event Readiness:** CART captioner and platform/feed shall be ready to test and launch no later than 15 minutes before the scheduled start time for routine meetings and **30 minutes before** Board of Supervisors and Planning Commission meetings.

- c) **Continuity of Service:** Contractor shall maintain backup staffing and technical failover procedures. If an assigned captioner or connection fails, contractor shall initiate backup measures immediately and restore service as quickly as possible.
- d) **Outage Response:** Any unplanned CART outage lasting more than 60 seconds shall be treated as a service incident requiring documentation if requested by the County.
- e) For Board of Supervisors and Planning Commission meetings, any CART outage, significant latency issue, caption feed failure, or inability to maintain service shall be reported immediately to the designated County meeting contact and audiovisual/webcast contact. The Contractor shall initiate backup measures immediately and provide a written incident summary upon request.
- f) **Transcript Turnaround:** If transcripts are requested, draft or final transcript delivery shall occur within the contractor’s proposed turnaround time, which shall be clearly stated in the proposal. For Board of Supervisors and Planning Commission meetings, proposers shall separately state standard transcript turnaround times.
- g) **Service Reporting:** Upon County request, contractor shall provide service usage and performance information, including number of assignments, fill rate, cancellations, incident summaries, and corrective actions.

4.4 Quality Assurance and Enforcement Metrics

The contractor shall describe and, if awarded, implement a quality assurance program that includes the following:

- a. Periodic internal review of caption quality.
- b. A process for receiving and addressing County complaints or accessibility concerns.
- c. Corrective action procedures when service levels are not met.
- d. Retraining, reassignment, or other remediation for repeated quality deficiencies.
- e. Cooperation with County-requested performance review meetings.
- f. Retention of records sufficient to support service quality review, subject to contract terms and confidentiality requirements.

The County may use supplier performance management tools, scorecards, contract review meetings, user feedback, and documented incident tracking to evaluate performance.

4.5 Nonperformance and Corrective Action

If the contractor repeatedly fails to meet required quality or service standards, the County may require a written corrective action plan. Repeated material failures may be considered non-performance under the resulting agreement.

5. Add Alternate – Clerk of the Board Managed Meetings

Proposers may submit pricing and operational information for the Add Alternate for Board of Supervisors meetings and Planning Commission meetings.

5.1 Add Alternate Meeting Types

- Regular Board of Supervisors meetings
- Special Board of Supervisors meetings
- Regular Planning Commission meetings
- Special Planning Commission meetings
- Continued meetings, hearings, and agenda-driven public sessions associated with those bodies

5.2 Brown Act and Legislative Meeting Operational Requirements

For the Add Alternate, the contractor shall provide enhanced support appropriately for public legislative meetings, including:

- a. Coordination with Clerk of the Board, Planning staff, Commission staff, audiovisual staff, webcast/livestream staff, and other designated County personnel.
- b. Coordination with the Clerk of the Board shall relate to meeting procedure, agenda flow, public comment timing, official meeting sequencing, and available meeting materials. Technical issues related to CART feed, caption display, connectivity, caption platform access, livestream integration, or equipment shall be directed to the Contractor's designated live support contact and the County's designated audiovisual/webcast contact.
- c. Review of agendas, packet materials, speaker lists, resolutions, ordinances, and anticipated terminology when provided.
- d. The Clerk of the Board may provide publicly available agenda materials, meeting links, procedural information, and known terminology when available and within existing agenda timelines. Contractor remains responsible for reviewing materials, preparing assigned CART staff, and adapting to meeting-day changes.
- e. Availability for full meeting coverage, including closed timing uncertainty, public comment periods, recesses, continuances, and meeting overruns.
- f. Operational readiness for meetings open to the public and subject to applicable open meeting requirements.
- g. Support for virtual, hybrid, and in-person public participation formats used by the County.
- h. Caption feed compatibility with livestreaming or webcast workflows when requested by the County.
- i. Clear procedures for handling speaker changes, remote speakers, public comment, simultaneous interpretation feeds if applicable, and agenda item transitions.

- j. Ability to coordinate on meeting-day schedule changes and special meetings called on short timelines.

5.3 Add Alternate Performance Standards

For Board of Supervisors and Planning Commission meetings, proposers shall specifically address:

- staffing model and backup staffing;
- readiness lead time;
- maximum recommended meeting duration per captioner before relief staffing;
- approach to long meetings, over time meetings, and evening meetings;
- handling of public comment and overlapping speakers;
- incident escalation process during live public meetings; and
- transcript delivery options and timing.

6. Staffing Requirements

The contractor shall provide qualified personnel with sufficient skill, experience, and preparation to perform the work. Proposals shall identify:

- project manager / contract manager;
- scheduling contact;
- escalation contact;
- primary and backup CART personnel; and
- any subcontractors.

The County reserves the right to require replacement of personnel whose performance is inadequate.

7. Confidentiality and Security

The contractor shall maintain confidentiality of nonpublic information obtained in performance of the work. Contractor shall not disclose confidential County information except as authorized by the County or required by law. If meetings involve protected or confidential information, contractor shall ensure staff understand and comply with confidentiality obligations.

8. Invoicing and Administrative Requirements

The contractor shall submit invoices in a format acceptable to the County and itemized sufficiently to identify:

- Contract number and identify Board of Supervisors meetings as such
- requesting department or division;
- meeting date;
- service type;
- scheduled time and actual time, if applicable;
- applicable rates and charges; and
- any approved cancellation or overrun charges.
- any cancellation fees, overrun charges, relief captioner charges, transcript charges, rush scheduling fees, livestream/webcast coordination surcharges, or other supplemental charges must be clearly itemized and tied to the specific meeting date and service provided. Charges outside the approved rate schedule require prior County authorization

Invoices shall be submitted per division if required by the County.

9. County Responsibilities

The County anticipates providing, as applicable:

- scheduling contact information;
- meeting links, locations, and logistical details;
- agendas and terminology materials when available;
- notice of cancellations or schedule changes when known; and
- audiovisual or platform coordination through County staff or contractors, as applicable.

10. Deliverables

Deliverables may include:

- live CART captioning services;
- accessible caption display links or feeds;
- transcripts and/or edited transcripts when requested;

- CART transcripts are provided as an accessibility support and shall not constitute the official minutes, official record of action, or certified transcript of the Board of Supervisors unless expressly designated by the County in writing.
- incident summaries when requested;
- periodic service usage reports when requested; and
- other deliverables identified in the proposal and resulting agreement.

END OF SCOPE OF WORK

SOLICITATION DOCUMENTS TO BE RETURNED

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

The following forms must be completed and submitted on or before the Submittal Deadline.

a.	Exceptions to the Scope of Work	Page 36
b.	Offer	Page 38
c.	Schedule of Proposed Fees	Page 40
d.	References and Performance	Page 43
e.	Statement of Qualifications	Page 44
f.	Attachment E - Debarment and Suspension Certification	Page 45
g.	Attachment F - Non-collusion Declaration	Page 46
h.	Levine Act Disclosure Statement (if applicable)	Page 47

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

- a. Certificate of Liability Insurance
- b. Additional Insured Endorsement naming County of Marin as additional insured
- c. W-9
- d. Any other requested documentation related to this solicitation

EXCEPTIONS TO THE SCOPE OF WORK

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

Section or Page number	Description of exception
=====	=====
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF EXCEPTIONS

Date: _____

E-mail address: _____

SCHEDULE OF PROPOSED FEES

Pricing Form 1 – Base Scope Schedule of Proposed Fees / Cost Proposal Form

Proposer Name: _____

Submitted for Base Scope: Yes / No

Item	Unit	Estimated Usage	Proposer Rate	Notes
Remote CART – Scheduled Recurring Meetings	Per hour	County usage unknown	\$_____	
Remote CART – Ad Hoc / Upon Request Meetings	Per hour	County usage unknown	\$_____	
In-Person CART – Scheduled Meetings	Per hour	County usage unknown	\$_____	
In-Person CART – Ad Hoc / Upon Request Meetings	Per hour	County usage unknown	\$_____	
Two-Captioner Team Rate, if applicable	Per hour	As needed	\$_____	
Evening / After-Hours Rate, if applicable	Per hour	As needed	\$_____	
Weekend / Holiday Rate, if applicable	Per hour	As needed	\$_____	
Minimum Billing Increment	Each assignment	N/A	\$_____ or _____ minutes	
Rush / Expedited Scheduling Surcharge, if any	Per assignment or %	As needed	\$_____	
Cancellation Fee – Less than _____ hours notice	Per assignment	As applicable	\$_____	
No-Show / Late Cancellation Fee	Per assignment	As applicable	\$_____	
Transcript Rate, if not included	Per page / per hour / flat	As needed	\$_____	

Travel Rate / Mileage / Portal-to-Portal, if any As applicable As needed \$_____

Equipment / Display / Connectivity Charges, if any As applicable As needed \$_____

Proposer shall clearly define all billing assumptions, overtime thresholds, minimums, transcript pricing structure, cancellation terms, and any other fees.

Pricing Form 2 – Add Alternate Schedule of Proposed Fees / Cost Proposal Form

Proposer Name: _____

Submitted for Add Alternate: Yes / No

Item	Unit	Estimated Usage	Proposer Rate	Notes
Board of Supervisors Meetings – Regular Meetings	Per meeting / per hour	County usage unknown	\$_____	
Board of Supervisors Meetings – Special Meetings	Per meeting / per hour	County usage unknown	\$_____	
Planning Commission Meetings – Regular Meetings	Per meeting / per hour	County usage unknown	\$_____	
Planning Commission Meetings – Special Meetings	Per meeting / per hour	County usage unknown	\$_____	
Meeting Overrun Rate	Per 15 minutes / per hour	As needed	\$_____	
Relief / Second Captioner Rate, if required	Per hour	As needed	\$_____	
Evening Rate, if applicable	Per hour	As needed	\$_____	
Rush Scheduling Rate for Special Meetings, if any	Per assignment	As needed	\$_____	
Transcript Delivery – Standard Turnaround	Per page / flat	As needed	\$_____	
Transcript Delivery – Edited	Per page / flat	As needed	\$_____	

Transcript Delivery – Expedited Turnaround	Per page / flat	As needed	\$_____
Livestream / Webcast Coordination Surcharge, if any	Per meeting	As needed	\$_____

Proposer shall state whether Board of Supervisors and Planning Commission pricing differs from general countywide pricing and explain why.

REFERENCES AND PERFORMANCE

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

1. Number of years in business: _____

2. Current average number of employees: _____

3. List 3 Former or Current accounts for contact as reference.

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

STATEMENT OF QUALIFICATIONS

Proposers shall provide up to a one-page narrative as to supplier's interests, particular abilities and qualifications related to this solicitation. Please include examples: knowledge, expertise and/or experience with other related work. Please attach statement or use space below.

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name & Title

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

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

Printed Name of Document Signer

Signature of Document Signer

LEVINE ACT DISCLOSURE STATEMENT & FORM

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

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

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

Title or Short Description of Proceeding:

Name of County Officer that Received Contribution: _____

Name of Party to the Proceeding: _____

Name of Person/Entity that Made the Contribution: _____

Contribution Date: _____ Contribution Amount _____

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

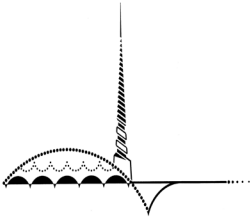
Date

Signature of Party or Agent

Name of Party or Agent

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 5% preference on the price submitted to local businesses which Contract with or

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. _____ has its principal place of business in Marin County; or

Describe: _____

2. _____ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: _____

3. _____ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: _____

_____ Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications.

Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

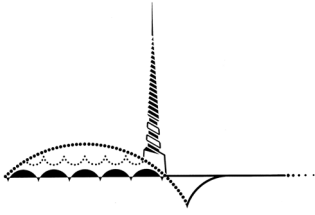
Contact Number

Title

E-Mail Address

WORKFORCE PREFERENCE CERTIFICATION

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



All respondents must certify and describe that their business employs at least 50% of the workforce under the service contract at the time of this solicitation are Marin County residents as defined below:

“Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service 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 are affected. Employees that would not be affected in that scenario would 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 be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

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) nor does it include anyone, regardless of age, who is 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) employee also does not include a person providing volunteer services.

Describe: _____

The Marin Workforce Bidders Preference Certification form must be completed and returned with your bid/proposal response if you are claiming the 5% bidding preference. Upon request, vendor agrees to provide additional information to substantiate this certification.

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

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E-Mail Address

Attachment A

COUNTY OF MARIN

PROFESSIONAL SERVICES CONTRACT

2025 - Revised

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

RECITALS:

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

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

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

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.

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.

AMENDMENT:

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

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.

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.

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.

DIGITAL ACCESSIBILITY:

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

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

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.

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.:

ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor’s Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor’s Debarment Certification	
<u>EXHIBIT F.</u>	<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: _____

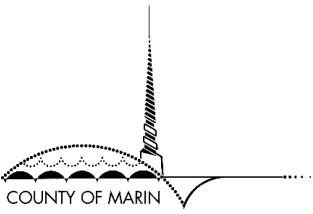
Name: _____

Title: _____

By: _____

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

County Counsel: _____ Date: _____



DEPARTMENT OF PUBLIC WORKS

EXHIBIT "A"

SCOPE OF SERVICES (required)

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

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