

COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

County Of Marin
Community Development Agency

Request For Proposal #CP -1
2025-29 Consolidated Plan and 2025-26 Annual Action Plan

March 26, 2024

The Marin County Community Development Agency seeks proposals from an experienced community development firm or individual to assist the Housing and Federal Grants Division in preparing (and submitting as required) its next 5-year Consolidated Plan (FY2025-2029) and the Annual Action Plan (FY2025-2026) pursuant to 24 CFR Part 91, per the IDIS Consolidated Plan Template, as necessary to receive a direct allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) from the U.S. Department of Housing and Urban Development (HUD). The County's Citizen Participation Plan will need to be reviewed and updated if necessary.

Proposal packages must be received by May 3, 2024, 5:00 p.m. PT at federalgrants@marincounty.org.

Any proposer who wishes their proposal to be considered is responsible for ensuring that the proposal is received by the Community Development Agency office at the required time. No oral proposals will be considered. Proposals received after the submittal deadline will not be opened.

Copies of this RFP are available by contacting the email address above.

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.



#CP-1 2025-29 Consolidated Plan and 2025-26 Annual Action Plan

County of Marin
Request for Proposals and Statement of Qualifications

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Instructions To Proposer

General Project Description

The Marin County Community Development Agency seeks proposals from an experienced community development firm or individual to assist the Housing and Federal Grants Division in preparing (and submitting as required) its next 5-year Consolidated Plan, covering FY2025-2029, and the Annual Action Plan, covering FY2025-2026, pursuant to 24 CFR Part 91, per the IDIS Consolidated Plan Template, as necessary to receive a direct allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) from the U.S. Department of Housing and Urban Development (HUD). The County's Citizen Participation Plan will need to be reviewed and updated if necessary.

The target start date and term for the proposed services is June 2024 through April 2025, subject to negotiation of a final agreement. The Consolidated Plan and Annual Action Plan must be prepared for submission by April 30, 2025.

Contractors must be able to show they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type, and the local availability of the Contractor's personnel and equipment resources.

Background

The County is currently in its final year of the current 5-year Consolidated Plan Period (FY20-24). During the previous 5-Year Consolidated Plan (Con Plan) period, the County funded multiple public service organizations, various development projects, public facilities and housing rehabilitation agencies, and administration activities. The County will be taking a fresh look at the community's current needs and determining the direction in which to head with the use of the funds.

Marin County is located immediately north of San Francisco, across the Golden Gate Bridge. The County encompasses 606 square miles and is home to 257,774 residents. Most of the population lives along the County's urban east side, primarily in the County's 11 incorporated cities and towns. The City of San Rafael is the County seat. Marin County's population is primarily affluent, educated, and relatively racially homogenous. The 2021 median household income is \$149,600, 1.7 times the median household income for California as a whole. Marin County has one of the highest median household incomes among California's 58 counties. While Marin is a wealthy county overall, it is also home to populations impacted by the high cost of living. According to the Insight Center, the cost of basic expenses rose by 16% between 2018 and 2021. The Insight Center also reported that 37% of households in the County did not get paid enough compared to the cost of living, despite recent increases to minimum wage. The high cost of living in Marin County, in conjunction with the continued rising costs of other basic necessities, has resulted in the inability of many working families to meet their basic housing, food, and childcare needs.

Consolidated Plan: The 5-Year Consolidated Plan and Action Plan will address long/short range plans to identify, including but not limited to, goals and objectives, gaps in services, areas of need, resources, housing, homelessness, improved collaboration/public input process, programs/projects, and other areas as may be identified to assist the County in implementing the CDBG and HOME Programs. The awarded consultant shall also assist to define and undertake the community/stakeholder participation process. The selected consultant will perform professional services under the supervision of the Housing and Federal Grants Division of the Community Development Agency.

A local Assessment of Fair Housing was completed with the 2023 Housing Element and a regional Assessment of Fair Housing was completed prior to the previous Consolidated Plan in 2020. The selected consultant will incorporate goals and objectives from the 2023 Housing Element Assessment of Fair Housing and ongoing goals and objectives from the 2020 regional Assessment of Fair Housing.

Pre-Proposal Site Visit

There will **not** be a pre-proposal site visit scheduled by the County.

RFP Questions

Proposers may submit written questions regarding this RFP. The proposer's questions must be emailed and received by April 8, 2024 no later than 4:00 p.m. PT. Questions from individuals, organizations, or firms that are not proposers will not be addressed as part of this vendor selection process.

All questions shall be submitted via email to the Marin County Community Development Agency's Housing and Federal Grants staff at federalgrants@marincounty.org. Phone calls and faxed questions will **not** be accepted.

An RFP addendum, including answers to all written questions concerning this RFP, will be posted on the County of Marin [Contracting Opportunities](#) website April 12, 2024 by the end of the business day. It is the responsibility of all interested proposers to access the website for this information.

County staff anticipates the RFP review process will take approximately 1 month.

Proposal Submittal Requirements

Submitted Proposals must include the form(s) provided with this RFP package. All items shall be completed as indicated and all signatures must be written in longhand. All proposals must be typed in English and are limited to ten (10) pages (with 1" margins) for the narrative section of the proposal. This page limit does not include exhibits or attachments.

Proposals must be emailed to:

Delivery Address:

Housing & Federal Grants, Community Development Agency

federalgrants@marincounty.org

The proposals must be received by the above email no later than May 3, 2024 at 5:00 p.m. PT. Proposals will be considered late and therefore rejected if not *received* by the above due date and time, regardless of the date/time they were sent.

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

Timeline

Step	Event	Due Date
1	Release of RFP	March 26, 2024
2	Deadline to submit Questions	April 8, 2024 – No Later than 4:00 PM Local Time
3	Responses to Questions Posted	April 12, 2024
4	Proposal Submission Deadline	May 3, 2024 – No Later than 5:00 PM Local Time
5	County Review	May 17, 2024 (Tentative)
6	Oral Interviews	Week of May 20 – 24, 2024 (Tentative)
7	Cost Negotiations/Identification of Apparent Winner	Week of May 27 – May 31, 2024 (Tentative)
8	Tentative Board Award Date	Tuesday, June 25, 2024 (Tentative)
9	Tentative Contract Start Date	Tuesday, June 25, 2024 (Tentative)

Proposed Schedule

Project Team will make every effort to adhere to the anticipated schedule; however, this calendar is subject to change. Questions or clarifications should be emailed to Marin County Community Development Agency’s Housing and Federal Grants staff at federalgrants@marincounty.org.

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. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve them from any obligations with respect to this RFP. 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, Program Administrator, Offeror, Bidder, Vendor, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, corporation, or entity interested or submitting a bid. The terms County of Marin, Department, and Purchasing Agent 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 herein. 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 contact shown under "Responsible Parties" of such concern in writing and request clarification or modification of the document(s) no later than seven (7) working days before the deadline as set forth under subsection "Proposal Submittal Requirements."

The Proposer may email or mail to the contact shown under "Responsible Parties". All inquiries shall be directed to the designated County contact. 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.

Prices, Negotiations and Mistakes

All prices and notations must be in ink or typewritten. 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; and b) may be withdrawn prior to the submittal due 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 to in writing by the Purchasing Agent. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

◆ END OF INSTRUCTIONS TO PROPOSER ◆

General Provisions

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Molly Kron, Community Development Agency, molly.kron@marincounty.gov.

Contract Terms

The successful agency will enter into a contract for services with the County for a nine month period beginning June 2024. Upon mutual consent, the contract may be extended as necessary.

Award of Proposal

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 preference. A Selection 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, if 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 are evaluated.

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

Award Evaluation Criteria

The Evaluation Criteria that will be used to assess all received proposals are listed on **Page 9**.

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.

Discussions/interviews may, at the County of Marin's sole option, be conducted with responsible proposers who submit proposals with a likelihood of being selected for an award. Discussions/interviews may occur 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 submission and before

award to ensure the County’s attainment of 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
Team’s qualifications, including relevant individual experience in performance of comparable work including experience with fully preparing and submitting successful Consolidated Plans and other required documents.	30%
Proposal submission – quality, completeness, and understanding of the project as outlined in description given in the Request for Proposal. Knowledge of or ability to acquire knowledge of local issues and approach to public outreach and community engagement. Ability to satisfy the County and HUD’s submittal deadlines and requirements.	30%
References/Performance History	20%
Interview	10%
Minority or Women Owned Business	5%
Overall cost	5%
Total	100%

Addenda

Any changes, additions, deletions, or clarifications to this proposal package, including the general/special provisions and Scope of Work, shall be made by written addendum, issued by the County of Marin, Community Development Agency. Addenda will be sent to all known entities in receipt of the Request for Proposal and shall be incorporated in the RFP package. The proposer shall sign and date the addendum and submit same with the proposal.

Addenda issued within five (5) calendar days of the proposal due date/time could be cause for extension of the due date, if so determined by the Purchasing Agent, in order to allow prospective proposers sufficient time to prepare their submissions.

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 emailed to federalgrants@marincounty.org. Invoices shall be made per Scope of Work task category.

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 allow any other person(s) 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 that 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, or 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

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, national or ethnic origin, age, disability, sex, sexual orientation, gender identity and expression, veteran status, or any other characteristic protected by law. 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.

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 Sections 508 and 504 of the 1973 Rehabilitation Act in that the contractor's hiring practices do not discriminate against disabled/handicapped 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 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 ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the County of Marin and may occur upon 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. The Proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the Proposer's failure or refusal to complete/deliver the items within the specified timeframe.

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 timeframe.
 - 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 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).

Preference

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.

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](#) (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 audit its books and records relating to the service contract as well as the books and records of its subcontractors, and Proposer will make employees available in furtherance of the investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded 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).

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.

Independent Proposer

The Proposer agrees and certifies that they or any of their agents, servants, or employees are not an agent or employee of the County of Marin. The Proposer is independent and 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 found on **Page 31** 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 that are outstanding, or that have not been received by the County.

Compliance to or Deviation from 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 – **Page 23**.

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 CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, 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. This contract shall be in accordance with the substantive and procedural laws of the State of California and regulatory requirements of the U.S. Department of Housing and Urban Development.

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 that 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, they and 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, please attach explanation on separate sheet of paper. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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.

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

Proposer Agreement to Terms and Conditions

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

Right to Audit

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 related regulations require 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 subject 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 banks (including financial institution partners).

◆ END OF GENERAL PROVISIONS ◆

Special Provisions

Proposal Content Requirements

All proposals must include all information requested in the same order as set forth below. All exhibits that are required to be completed and submitted are attached to this RFP. Exhibits and additional required documents must be attached to the proposal under Attachments.

1. Cover Letter
2. Consultant Description/Capability
3. Staff Qualifications
4. Project Approach and Understanding
5. Project Schedule
6. Cost Proposal Summary
7. Attachments

Cover Letter

The cover letter must include the full name and address of your firm, including the name, address, email, and telephone number of the person in your firm who has the primary responsibility for developing this proposal and/or to whom technical questions can be directed.

Consultant Description/Capability

Describe your organization's purpose and mission; related experience contracting with local government agencies or large institutions; and whether you have successfully completed similar projects or are partnering with other organizations that have successfully completed similar projects. Describe your firm's capacity to provide the proposed service including a discussion of current workload in light of existing staffing, financial, and management resources. Include a description of any work with HUD planning activities to access Federal Entitlement funds. If additional resources will be required, please discuss how and when they will be obtained.

Staff Qualifications

Identify each member of the firm's staff who would be assigned to work on this project, the role they would perform, and the percentage of time dedicated to this project. Include a resume stating the background and qualifications of all staff involved in this project in the Attachments.

Project Approach and Understanding

Given the Scope of Work provided in the next section, describe your approach and understanding. If necessary, elaborate on the Scope of Work outlined below with additional detail on the approach that would be used to execute the project. The proposer can present variations and additional elements to the work scope that they feel will enhance project outcomes.

Project Schedule

The proposed schedule shall outline milestones and meetings based on the Scope of Work.

Cost Proposal

Provide proposed fees, cost information, and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the County will be invoiced for services, i.e., by task completed. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the County will not include compensation in the contract for items not addressed.
- The fee proposal submitted, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the County's actual needs.

Special Attachments

Include as Attachments the following documents for your organization:

1. Most current unaudited financial statements and the last three years of audited financial statements, and any other information that establishes the financial capacity of the organization to undertake the proposed program.
2. Any relevant examples of documents produced while providing similar services or other written materials that would demonstrate how your firm would conduct the Con Plan and AAP.

◆ END OF SPECIAL PROVISIONS ◆

Scope Of Work

The Consultant selected will **prepare the Consolidated Plan (Con Plan) and FY2025 Annual Action Plan (AAP)** pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended. The County is open to modifications and additions of the proposed scope to produce a HUD approved Con Plan and AAP.

The required work is outlined, but not limited to documents entitled, “Guidelines for Preparing a Consolidated Plan Submission for Local Jurisdictions.” Guidelines for preparing a Consolidated Plan may be found on the HUD website at:

- <https://www.hudexchange.info/programs/consolidated-plan/>
- <https://www.hudexchange.info/programs/consolidated-plan/consolidated-plan-process-grant-programs-and-related-hud-programs/>

The Consultant selected will review and tabulate data and information supplied by the County, HUD, the U.S. Census Bureau, sub-grantees, other applicable resources and input from citizens and key stakeholders to complete the required Con Plan components per the HUD regulations. The consultant will be selected to prepare and assist with the submittal in the format/form as required by HUD. All of the following strategic planning documents required to receive a direct allocation of CDBG and HOME funds and any funding required to be detailed in the Con Plan resulting from responses to the pandemic (CDBG-CV, HOME ARP) if so required:

- 5 Year Consolidated Plan, and an 1st Year Annual Action Plan.
- Update of the Citizen Participation Plan as needed.

Consolidated Plan, Action Plan and Citizen Participation Plan

The scope of work to be performed by the consultant for each plan is as follows:

- Develop 5-Year plan for the program year beginning 2025-2029 and the required Annual Action Plan for the 2025-2026 program year in accordance with HUD requirements.
- Prepare a Consolidated Plan in accordance with Chapter 24 of the Code of Federal Regulations (CFR) Part 91, and which addresses 25 CFR Part 570 and other applicable federal regulations and current requirements.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan and Action Plan.
- Preparation of a multi-lingual (English, Spanish, Vietnamese) Community questionnaire that would be posted on the County’s website and with paper copies distributed at key community locations such as libraries, food distribution sites, etc. .
- Assist County staff to assess the existing community need as necessary to develop new strategies, goals, and priorities.
- Assist County staff with development of new strategies, objectives, priorities, and programs for inclusion in the Consolidation Plan and Action Plan.
- Develop and incorporate a performance measure component as required by HUD regulations.

- Prepare draft multi-lingual (English, Spanish, Vietnamese) public hearing notices and other public notices as may be applicable.
- Conduct and synthesize the results of consultations with private agencies, public agencies and community groups as required.
- Assist County staff with the review of the current Citizen Participation Plan to determine whether any changes are needed in order to meet HUD's current requirements.
- Provide a resource binder – and a shared drive with electronic copies of the documents - to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and Policies and Procedures.

The Consultant selected will be required to work with the HUD format as noted herein, but also be able to provide a less technical format or approach when engaging in the citizen participation process. See 24 CFR 570.200 and 24 CFR Part 91.

The required Con Plan must follow any and all amendments and updates, such as utilizing the HUD's Office of Community Planning and Development (CPD) eCon Planning Suite, including the Consolidated Plan template in IDIS Online and the CPD Maps website. The eCon Planning Suite is designed to support grantees and the public to assess their needs and make strategic investment decisions by providing better data and tools and by creating a seamless planning and grants management framework. Overview information is available at <https://www.hudexchange.info/programs/consolidated-plan/>.

1. Consultant Presentations/Facilitated Sessions: Citizens Participation Plan and Public Participation Component for Development of the CPD are required. (Meetings can be held virtually.)

- 1.1. Consultant shall review and update the County's list of identified potential groups to consult with including, but not limited to community leader, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and disabled, public housing residents, businesses, economic development interests, County, and other governmental departments and other entities as required by HUD Con Plan 24 CFR 91.
- 1.2. Forums: Consultant shall facilitate at least four (4) forums in the endeavor of gathering information (i.e., soliciting input on housing and community development needs) and providing feedback on the draft Con Plan, which meet HUD's requirements.
- 1.3. Survey(s): The Consultant will create and distribute a survey in English, Spanish, and Vietnamese to identify and prioritize the community's housing and non-housing needs for the next five (5) years.
- 1.4. The survey will include dissemination to public housing sites, nonprofit agencies, housing and service providers, local businesses, lenders, realtors, school district, food distribution sites, libraries, health industry, homeless advocates and other agencies as required by HUD regulations.
 - The survey will include the residents attending the community forum meetings.
 - Additional notation- The County will post the survey(s) on the County's website in addition to the methods used by the consultant. Methods shall be addressed in the proposal submission.
 - The consultant will also be responsible for the following tasks involved – assessing

and analyzing the survey results and including them in the Consolidated Plan sections as required, including tables or matrices:

- The consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.

1.5. Presentations/Facilitated Sessions: Presentations are required at community and public meetings and moderation of discussions: This will include:

- Minimum of two (2) evening and one (2) day neighborhood community meetings.
- Minimum of two (2) Countywide Priority Setting Committee meetings (identifying needs; and draft/final approval of the Con Plan).
- Minimum of ten (10) interviews with community stakeholders to be determined with the County staff and Consultant, but at a minimum should include representatives from organizations utilizing CDBG funds.

1.6. The Consultant will be responsible for preparing agendas, handouts, surveys, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.

2. **Additional Responsibilities:** the Consultant will collaborate with the County's Housing and Community Development Agency to complete a HUD approved Con Plan and AAP.

3. **Project Milestones:** a timeline for project milestones including proposed community meetings, surveys, and stakeholder interviews is required- continuing through to HUD approval of the Plans.

4. **Draft & Final Product:** Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD. Including:

- 4.1. Developing and preparing the Con Plan and AAP in draft form as well as final form for the County to submit electronically to HUD in the eCon Planning Suite after County review and authorization; and
- 4.2. Preparing maps, tables, charts, illustrations, and photographs to include in the Con Plan and AAP, as needed.
- 4.3. The draft and final Con Plan and AAP must also be in a PDF document that is easily readable by the public as it is understood by the eCon Planning Suite version, while meeting HUD submission requirements, is not the best document to display or print for public review.
- 4.4. Submitting the final form Con Plan and AAP to the County for submission to HUD.
- 4.5. Consultant shall provide all documentation of information gathered for the Con Plan and AAP, including word version, excel, table, etc., and the methodology used, a list of individuals and groups participating in the development of the Con Plan and AAP, and a record of outreach consultation/input activities conducted, and comments received.
- 4.6. Consultant shall provide one (1) loose and one (1) bound hard copy of the final Con Plan report and AAP and one (1) digital copy.
- 4.7. Consultant shall also assist in making any revisions required by HUD after submission of the Con Plan and AAP; and
- 4.8. Troubleshooting with County staff, and if applicable, with HUD relative to using IDIS/eCon Planning Suite software.

◆ END OF SCOPE OF WORK ◆

Sample Offer

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

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.

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING

THAT THEY ARE A: _____ Certified Dealer for the Items in this Bid
_____ Manufacturer of the Items in this Bid

BUSINESS IS OPERATED AS: _____ NONPROFIT
_____ AN INDIVIDUAL
_____ GOVERNMENT AGENCY
_____ A PARTNERSHIP
_____ A CORPORATION
_____ INCORPORATED IN THE
STATE OF _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

X _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

E-MAIL ADDRESS: _____

Attachment A: References and Performance

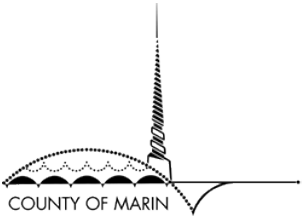
Proposers shall provide the following information which will be used by the County in evaluating the proposal. Proposer must provide three former (within the past five years) or present clients for whom these individuals have performed contracting services related to each of the categories for which 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:	
Project Name:	
Brief Description:	
Firms Specific Role:	
Name:	
Address:	
Contact Person:	
Phone Number:	
Project Name:	
Brief Description:	
Firms Specific Role:	

Name:	
Address:	
Contact Person:	
Phone Number:	
Project Name:	
Brief Description:	
Firms Specific Role:	

Local Business Preference Certification



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.

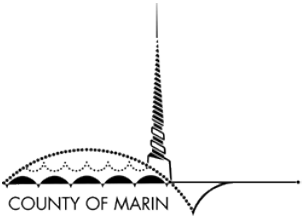
Describe: _____

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	Date
_____	_____
Business Address	City, State, Zip Code
_____	_____
Signature of Authorized Representative	Phone Number
_____	_____
Title	E-Mail
_____	_____

Complete Form **ONLY** if you qualify

MBE/WBE Preference Form



In order to be eligible as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), business is at least 51% owned and controlled by members of the following groups: African American, Hispanic, Native American, Asian-Pacific Islander, Subcontinent Asian American and/or Women.

Applying as: MBE WBE MBE/WBE

Has your firm been certified by another certifying agency? Yes No

If Yes, list agency and certification # if applicable: _____

Owners Name and Title: _____ Gender _____

Position in Applicant Firm: _____ Percent Ownership: _____

Ownership in Firm Since: _____ Ethnicity: _____

Identify Your Firm's Owners, Officers, and Directors					
Name	Title	Date Appointed	Ethnicity	Gender	Responsibility

Firm Name

Date

Business Address

City, State, Zip Code

Signature of Authorized Representative

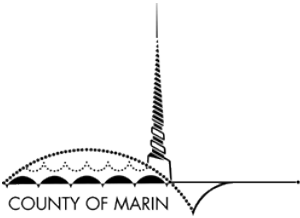
Phone Number

Title

E-Mail

Complete Form **ONLY** if you qualify

Marin Workforce Preference Certification



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

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

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 Affidavit to be Executed by Bidder and Submitted with Bid

State of California)
County of _____) ss.

To the COUNTY of MARIN
COMMUNITY DEVELOPMENT AGENCY

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Note: The above Non-collusion Affidavit is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Printed Name of Document Signer

Signature of Document Signer

Levine Act

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 \$250 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 \$250 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.

County of Marin Sample Professional Services Contract Agreement

2015 - Edition 1

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. **AMENDMENT:**

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

17. **ASSIGNMENT OF PERSONNEL:**

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

18. **JURISDICTION AND VENUE:**

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

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

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

Exhibit D - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by County.

- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. **NOTICES:**

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

Contract
Manager:

Dept./Location:

Telephone No.:

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.

<input type="checkbox"/>	Scope of Services	
<input type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

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:** _____

Proposal Documents to be Returned

PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH)
VIA EMAIL

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

Exceptions to the Scope of Work	Page 23
Attachment A – References and Performance	Page 25
Local Business Preference Certification (if applicable)	Page 27
MBE/WBE Form (if applicable)	Page 28
Marin Workforce Preference Certification (if applicable)	Page 29
Debarment and Suspension Certification	Page 30
Non-collusion Affidavit	Page 31

Successful Proposer shall be required to furnish:

- A. Certificate of Liability Insurance
- B. Additional Insured Endorsement naming County of Marin as additional insured