

THE MARIN COUNTY FIRE DEPARTMENT

REQUEST FOR PROPOSAL (RFP) #2846

VEGETATION MANAGEMENT SERVICES

January 11, 2024

On behalf of the Marin County Fire Department the Marin County Procurement Division is seeking to contract for Vegetation Management services as described in this solicitation.

Proposal packages will be received through Wednesday, February 21, 2024 UNTIL 2:00PM PST, at the Marin County Procurement Division, 3501 Civic Center Drive Room 304, San Rafael, Ca 94903.

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 RESPONSIBLE PARTY 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

The County of Marin is soliciting proposals from qualified firms to provide four (4) types of vegetation management services.

The requested services are:

- Mastication with an excavator mounted masticator.
- Herbicide application to invasive species.
- Clearing of vegetation along road corridors to meet evacuation route standards.
- Utilization of chainsaws to cut vegetation and put into piles for later burning.

Pre-Proposal Conference

There will be an optional pre-proposal conference scheduled by the County. This conference should be approximately one (1) hour long.

Date/Time: Wednesday January 24, 2024 @ 11:00 AM

Location: Microsoft Teams (Virtual)

Meeting ID: 212 254 710 101

Passcode: XvPoXd

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by **Wednesday, January 31, 2024** no later than **02:00 pm PST**. Questions asked after this date and time will not be considered. All questions shall be submitted to David Lawlor, Procurement Department via email, DAVID.LAWLOR@MARINCOUNTY.GOV

The subject line shall be: RFP 2846 – Vegetation Management 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 on **Wednesday, February 07, 2024**. It is the responsibility of all interested proposers to access the website(s) for this information.

Submittal Requirements

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.

One (1) written original (marked as such) and one (1) copy or electronic copy proposal on USB-thumb drive are due on **Wednesday, February 21, 2024**, 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
 3501 Civic Center Drive– Room # 304
 San Rafael, CA 94903

All proposals shall be clearly marked “RFP 2846 – Vegetation Management 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.

Timeline of Events

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

Release of RFP	Thursday, January 11, 2024
Preproposal Conference	Wednesday January 24, 2024
Deadline to submit Questions	Wednesday, January 31, 2024 – No Later than 02:00 PM PST
Responses to Questions	Wednesday, February 07, 2024
Proposal Submission Deadline	Wednesday, February 21, 2024 – No Later than 02:00 PM PST
Selection of Finalists	Wednesday, February 28, 2024 (Tentative)
Product Demonstrations	Wednesday, March 6, 2024 (Tentative)
Identification of Apparent Winner	Wednesday, March 13, 2024 (Tentative)
Tentative Board Award Date	Wednesday, March 20, 2024 (Tentative)
Tentative Contract Start Date	Wednesday, March 27, 2024 (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

PROJECT INFORMATION

Background

For the last 40 years the Marin County Fire Department has been engaged in vegetation management projects to reduce fire fuels and fire hazards across the county. With recent grant and funding opportunities we are expanding the project areas, and we are looking to establish additional relationships with contractors to help us meet this mission.

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 General Services Agreement (GSA) is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample GSA attached. Additional terms and conditions may be required and may be negotiated after award.

Submittal Requirements

One (1) written original (marked as such) and one (1) number of copies or electronic copy proposal, thumb drive etc.

Contract Term

It is the County's intent to award this contract with an initial contract term of two (2) year(s). The County reserves the right to extend the contract for up to three (3) additional years in one (1) year increments; for a total contract term of five (5) years.

Pricing

It is the County's intent to award a contract for each of the four (4) services outlined in this solicitation, for a combined total amount not to exceed the grant limit of \$2,500,000.

Prices quoted shall be firm and fixed through the contract term and shall not exceed the agreed upon amount indicated unless mutually agreed upon by both the proposer and county.

The County reserves the right to make multiple awards of this proposal.

Minimum Qualifications/Experience Requirement

Proposers are required to have a minimum of one (1) year* of experience in commercial or government accounts of the same size and scope as described herein. Any proposer who cannot provide verifiable references for this minimum experience requirement may be considered non-responsive.

*Personal, Professional experience may be substituted on a year-for-year basis

SCOPE OF WORK

Project Specifics

Project areas throughout the County will be broken into specific tasks based on the goals of the areas including, but not limited to, those shown in Attachment A, Attachment B, and Attachment C. Each project site will have a unique set of prescription parameters and scopes of work based on the vegetation and other features associated with these sites. Vegetation Management Services are utilized by various County Departments and Divisions on an as needed basis. Contractor shall perform services including, but not limited to, those listed in this solicitation as requested by various County Departments and Divisions.

Contractors need to have experience performing vegetation management services and have the necessary equipment.

Mulching and Masticating

- Mulching and masticating all material with a diameter of three (3) inches and under to a minimum of ten (10) feet from road edge with expansion beyond that based on topography and access.
- For mastication they will need to have an excavator on rubber tracks with a minimum of twelve (12) foot reach, with the masticator head capable of cutting and mulching material up to three inches in diameter.

Herbicide Application

- For Herbicide application, vendor(s) are required to follow all requirements outlined as a qualified applicator, including, but not limited to, utilizing cut stump, thin-line, and/or foliar applications of herbicides to kill live plants and/or to prevent vegetation from resprouting after it has been cut.
- For herbicide application they will need to have a state certification, Qualified Applicator License (QAL)

Clearing of Vegetation Along Road Corridors

- For clearing of roadside evacuation routes, each roadway and area will have a designated set of specific prescriptions, including, but not limited to, thinning and removal of identified vegetation along paved roadways, and hauling of wood chips to a recycling facility approved by the Department's Contract Manager.

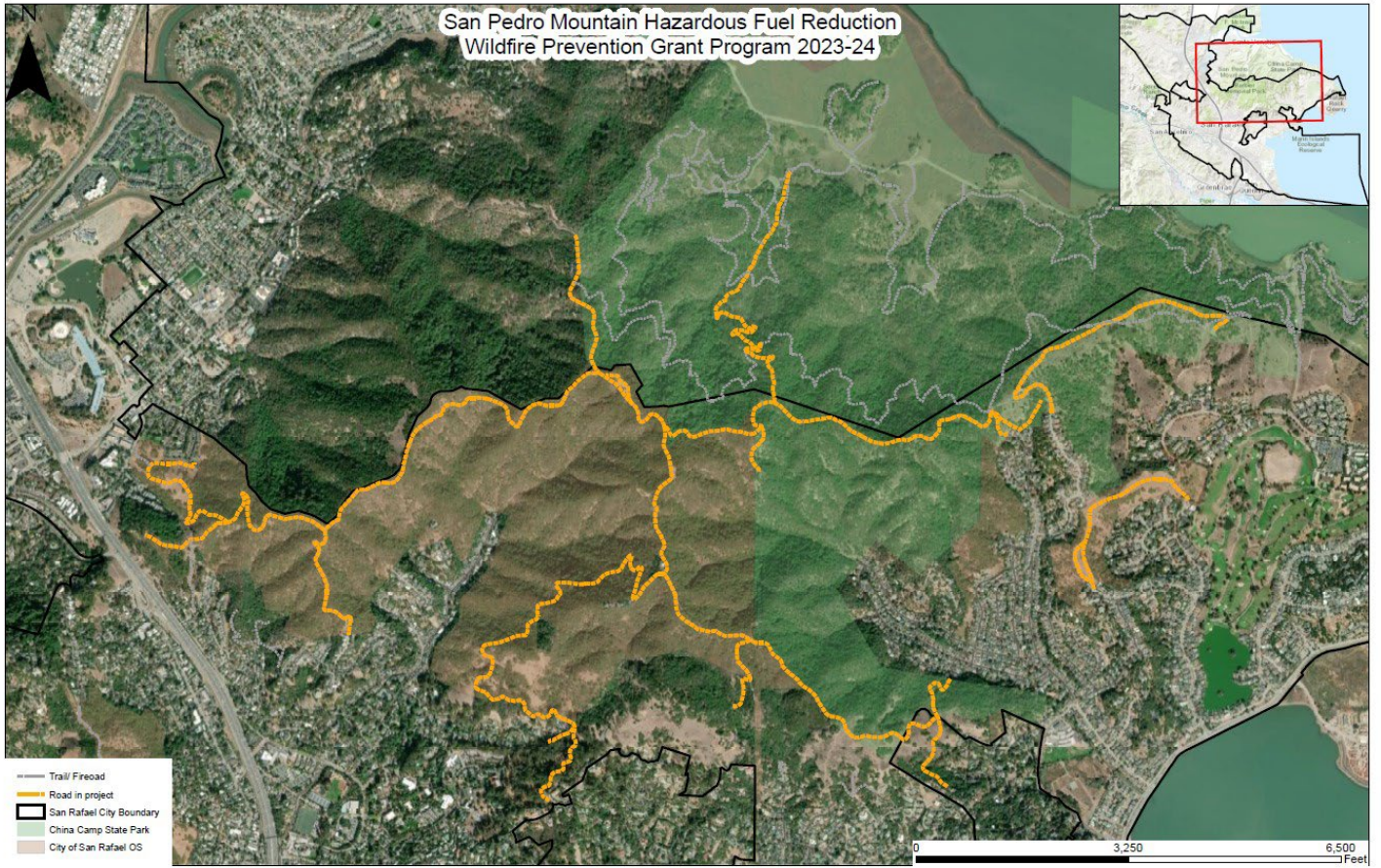
Vegetation Removal and Burn Pile Building

- For pile building, each project area based on vegetation slope and proximity to infrastructure will have a unique prescription parameter. Generally, vegetation will be cut using chainsaws, and then the material will be piled into burn piles at the direction of the Department's Contract Manager. All piles should be no greater than six feet in diameter and six feet in height. Specific cutting prescriptions and piling prescriptions will be provided at each site.

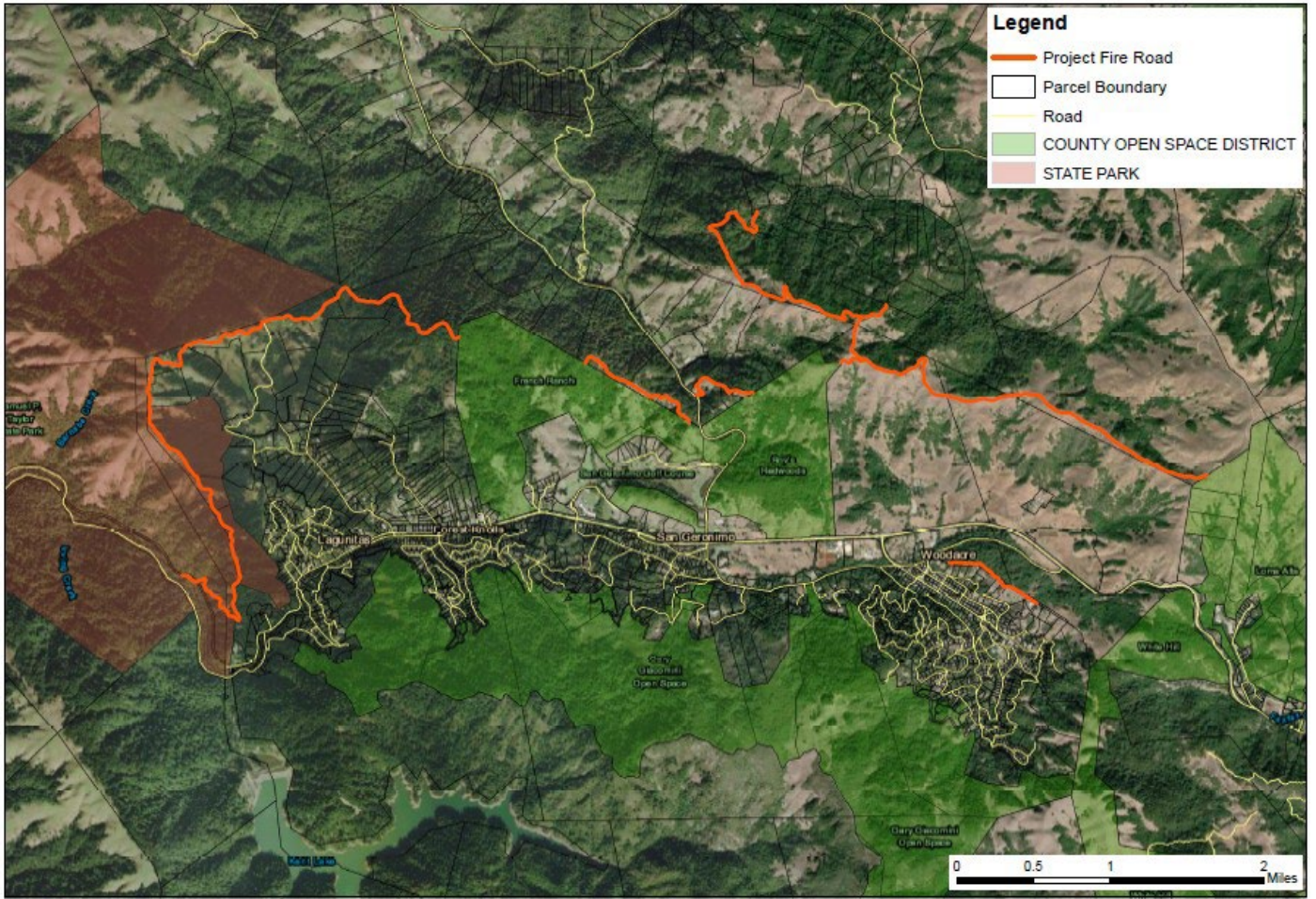
- For roadside vegetation removal for evacuation route corridors they will need to provide a minimum of four (4) people, or power tools, including but not limited to, chainsaws and pole-saws etc. It is highly desirable to contract with a vendor who uses/owns: a bucket truck, a chipper with a minimum of ten (10) inch diameter capacity, a chip hauling truck, and cones and signs for traffic control.

END OF SCOPE OF WORK

ATTACHMENT A – San Pedro Mountain Map



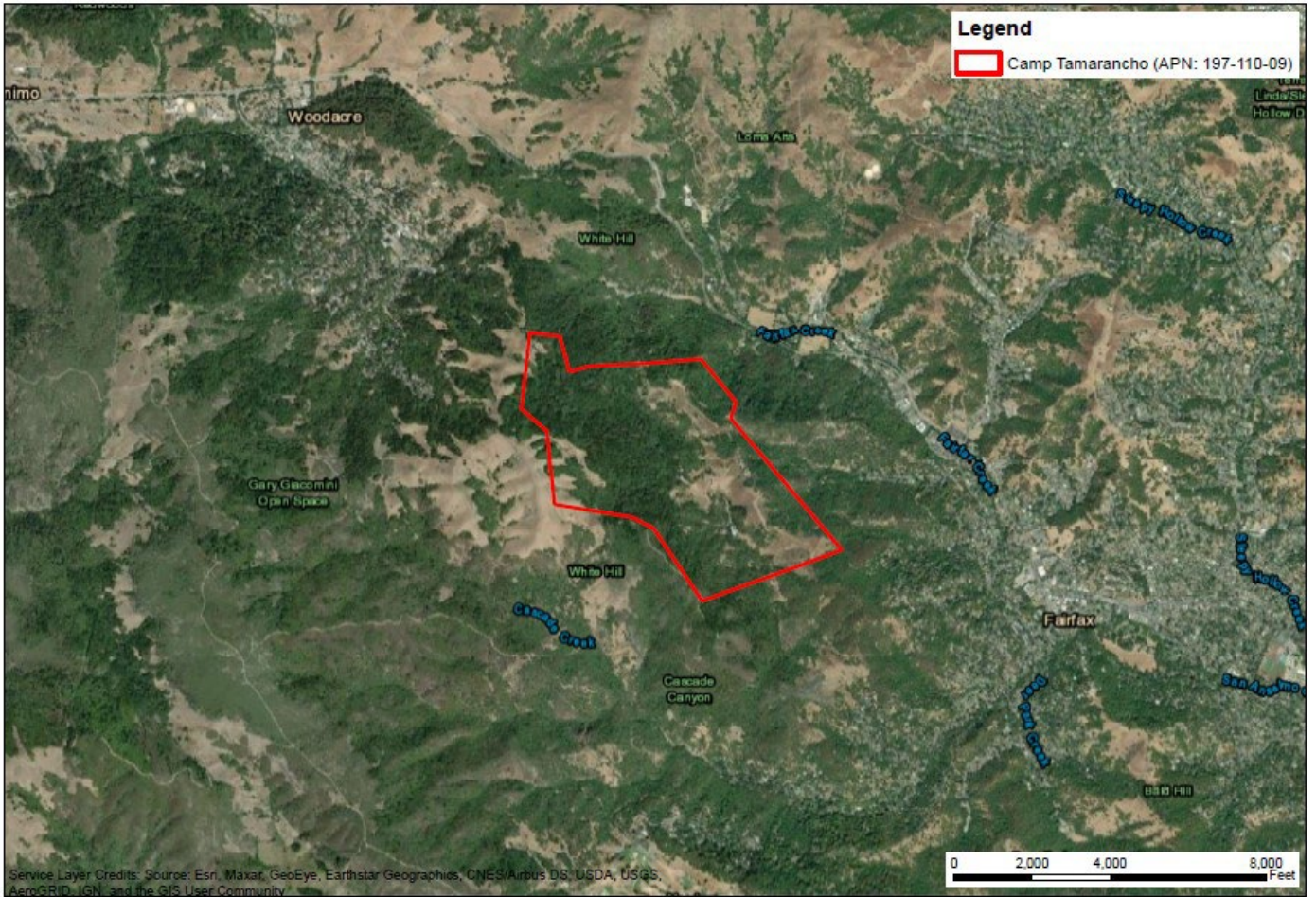
ATTACHMENT B – San Geronimo Valley Map



SAN GERONIMO VALLEY FIRE ROAD FUEL REDUCTION PROJECT
Project Overview Map



ATTACHMENT C – Camp Tamarancho Map



CAMP TAMARANCHO BSA FUEL REDUCTION AND COMMUNITY PROTECTION
OVERVIEW MAP

Prepared by: MCRD 2022/01/18

SOLICITATION DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND THREE (3) COPIES OF THE PROPOSAL

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

- | | | |
|----|--|---------|
| a. | Exceptions to the Scope of Work | Page 16 |
| b. | Offer | Page 17 |
| c. | Schedule of Proposed Fees | Page 18 |
| d. | References and Performance | Page 19 |
| e. | Statement of Qualifications | Page 20 |
| f. | Debarment and Suspension Certification | Page 21 |
| g. | Non-collusion Declaration | Page 22 |

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
=====	=====
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

END OF EXCEPTIONS

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/Vendor for the Items in this Bid
	_____	Manufacturer of the Items in this Bid
Business is operated as:	_____	an Individual
	_____	a Partnership
	_____	a Corporation
		Incorporated in the
		State of _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

Signature of person authorized to sign bid: x _____

Printed name: _____

Title: _____

Date: _____

E-mail address: _____

SCHEDULE OF PROPOSED FEES

Please bid on the tasks that your company can provide:

Task	Description/Deliverables	Price
On Call Mulching/Masticating Services	Hourly rate for on call Mulching/Masticating Services	\$
On Call Herbicide Application Services	Hourly rate for on call Herbicide Application Services	\$
On Call Clearing of Vegetation Along Road Corridors	Hourly rate for on call Clearing of Vegetation Along Road Corridors	\$
On Call Vegetation Removal and Burn Pile Building	Hourly rate for on call Vegetation Removal and Burn Pile Building	\$
Total Project Cost		\$

Additional Proposed Fees (Optional) – Please include details on what additional deliverables will be provided outside the Scope of Work. Upon evaluation of the proposal the County may elect to use additional tasks.

Additional Task	Description/Deliverables	Price
		\$
		\$
		\$
		\$
Total Project Cost		\$

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]."

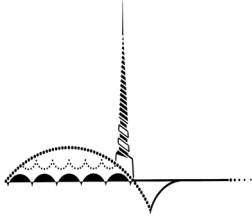
(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

Printed Name of Document Signer

Signature of Document Signer

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

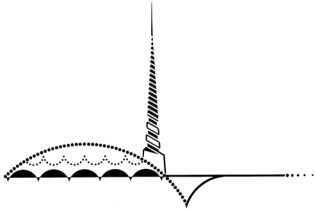
Business Address City, State, Zip Code

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

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.

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 26**.

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
Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.	25%
References/Performance History	20%
Cost	15%
Qualifications and Experience Mulching/Masticating Vegetation	10%
Qualifications and Experience Applying Herbicides	10%
Qualifications and Experience Clearing Roadside Evacuation Routes	10%
Qualifications and Experience Removing Vegetation and Building Burn Piles	10%
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 FIRE DEPARTMENT
FINANCE – Attn: Laurie Weiland
P.O. BOX 518
Woodacre, CA 94973

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. The proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

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.

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 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.

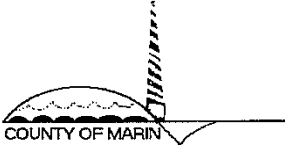
Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and 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

EXHIBIT A – General Service Agreement

Sample General Service Agreement



County of Marin General Services Agreement

THIS GENERAL SERVICES AGREEMENT (the "Agreement") dated _____ is

BY AND BETWEEN:

The County of Marin – Specify Department

3501 Civic Center Drive #, San Rafael, CA 94901

(The "County")

-- AND --

THIS BUSINESS ENTITY, COMPANY, PERSON.

Street Address, City, STATE Zip Code

(The "Contractor")

County is of the opinion and Contractor represents that Contractor has the necessary qualifications, experience and abilities to provide the below described services to County. Contractor agrees to provide such services to County as set forth in this Agreement and in the **Terms and Conditions** set forth in **Exhibit B** to this Agreement and incorporated herein by this reference.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, County and Contractor (individually the "Party" and collectively the "Parties") agree as follows:

Scope of Service(s): The services to be provided by Contractor are described in **Exhibit A, Scope of Work**.

Term of Agreement: Agreement shall commence on _____ and shall terminate on _____.

Fees and Payment Schedule: 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. Contractor shall provide County with its Federal Tax I.D. number prior to submitting the first invoice. Exhibit D may provide greater detail of payment schedule.

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

Your signature indicates your agreement to all terms and conditions set forth herein. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their representative legal entities.

County of Marin Contractor

Printed Name & Title Printed Name & Title

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

APPROVED AS TO FORM:

County Counsel: _____ Date: _____

Printed Name:

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT B

TERMS AND CONDITIONS

1. **INSURANCE.** Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors

Commercial General Liability:

Contractor shall maintain a Commercial General Liability Insurance policy with limits not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Agreement 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, with limits of not less than \$1,000,000 per accident for bodily injury property damage.

Workers' Compensation:

Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work. Contractor must also carry Employers Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Contractor's insurance coverage shall be primary coverage as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grant Entity a waiver of any right to subrogation which an insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

County reserves the right to modify these requirements, including limits and type of coverage, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

2. **INDEMNITY.** To the fully extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall indemnify, defend (with legal counsel reasonably acceptable to County), and hold harmless County, its employees, officers, departments, officials, representatives, and agents, from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its agent), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigations) whether or not involving a third party claim, which arise out of or relate to any breach of any representation or warranty contained in this Agreement, as well as any negligence, recklessness, willful misconduct or omission in the performance of this Agreement.
3. **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, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, gender identity, genetic information, or any other basis protected by law. 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.
4. **LICENSING AND PERMITS.** Contractor shall maintain the appropriate licenses through the life of this Agreement. Contractor shall also obtain any and all permits which might be required by the services to performed herein.
5. **BOOKS OF RECORD AND AUDIT PROVISION.** Contractor shall maintain on a current basis complete books and records relating to this Agreement. 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 Agreement. 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 Agreement. Contractor will permit County to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement 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.

6. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR.** Any and all work product resulting from this Agreement is commissioned by the County of Marin as a work for hire. County 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.
7. **TERMINATION.**
- a. If Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
 - b. Force Majeure. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
 - c. Either party hereto may terminate this Agreement 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 Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
8. **APPROPRIATIONS.** Where the funding source for this Agreement 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 Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in this Agreement to reflect that elimination or reduction.
9. **RELATIONSHIP BETWEEN THE PARTIES.** It is expressly understood that in the performance of the services herein, Contractor, and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

10. **ADDITIONAL SERVICES.** County shall not be responsible for services rendered that are not set forth in the Scope of Work. When this Agreement covers a continuing service rendered over a stated period of time, a new Agreement must be obtained upon expiration of the term to authorize the continuation of service.
11. **TIME IS OF THE ESSENCE.** Time is of the essence on this Agreement. If services are not completed at the time agreed, County reserves the right to cancel this Agreement and hold Contractor accountable. If service dates cannot be met, Contractor agrees to advise County, in writing of the earliest possible date for delivery of services.
12. **MISCELLANEOUS PROVISIONS.**
- a. Integration; Incorporation. This Agreement, including all exhibits attached hereto, and all specifications, drawings, and data submitted to Contractor with the order are hereby incorporated and made a part hereof.
 - b. Amendments. This Agreement may only be amended by written agreement signed by all the parties to this Agreement.
 - c. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of this Agreement can be enforced without failure of material consideration to any party, then the remaining provisions shall continue in full force and effect. If, however, the provision to be severed is a material part of this Agreement, the foregoing shall not apply, and the parties shall in good faith renegotiate such provision.
 - d. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.
 - e. Attorneys' 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.
 - f. Waiver. A failure by a party to this Agreement to require full compliance with any requirement or condition of this Agreement shall not be deemed to be a waiver of that requirement or condition or of any subsequent breach of the same or any other requirement or condition. Acceptance by County of performance or fulfillment of a requirement or a condition by Contractor, including payment to Contractor by County, shall not be deemed to be a waiver of any preceding breach by Contractor, regardless of County's knowledge or such preceding breach at the time of acceptance.
 - g. Conflict of Interest. Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Contractor hereby covenants that during the term of this Agreement it will not employ any person to administer any portion of this Agreement that has an interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required under this Agreement.

- h. **Headings.** The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.
- i. **Authority of Signatories.** Any individual executing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Contractor, and that this Agreement is binding upon said Contractor in accordance with its terms.
- j. **Assignment/Subcontracting.** Neither party may delegate its rights or obligations under this Agreement and shall not assign, subcontract or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

13. **COMPLIANCE WITH LOCAL AND FEDERAL LAWS.** Contractor certifies that in performing this Agreement it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders (including, but not limited to Marin County Code Chapters 23.13-Nuclear Free Zone and 2.50-Living Wage) affecting the goods or services covered by this Agreement. If applicable, it shall be the responsibility of Contractor to monitor the prevailing wage rates as established by the California Department of Labor for any increase in rates during the project and adjust wage rates accordingly. Prevailing wage rates are available at the State of California Division of Labor Statistics and Research website <http://www.dir.ca.gov/oprl/pwd/>.

The California Franchise Tax Board through California Revenue and Taxation Code (R&TC) 18662 and the related regulations require the withholding of California income and franchise taxes from payments made to non-resident 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 will be withheld from non-resident foreign non-corporate partners, corporate partners and foreign banks (including financial institution partners).

14. **DEBARMENT CERTIFICATION.** The bidder under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that upon acceptance of this Agreement, 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 manner involving fraud or official misconduct in the past 3 years.

15. **STATE REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code 1771.1(a)]. No Contractor or subcontractor can be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SAMPLE

EXHIBIT D

FEE AND PAYMENT SCHEDULE

SAMPLE

EXHIBIT E

FEDERAL PROVISIONS

This Exhibit is incorporated into the Agreement entered into between Contractor and County.

I. DEFINITIONS

- a. **Government** means the United States of America and any executive department or agency thereof.
- b. **FEMA** means Federal Emergency Management Agency.
- c. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from FEMA.

II. FEDERAL COMPLIANCE

- a. This is an acknowledgement that FEMA financial assistance will be sought and if available used to fund all or a portion of the Agreement. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein for reference. Contractor's failure to so comply shall constitute a material breach of the Agreement.
- b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. CLEAN AIR ACT (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. Contractor agrees to report each violation to The County of Marin and understands and agrees that the County of Marin will, in turn, report each violation to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.

- IV. FEDERAL WATER POLLUTION CONTROL ACT (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)
- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. Contractor agrees to report each violation to the County of Marin and understands that The County of Marin will, in turn, report each violation to FEMA, and the appropriate Environmental Protection Agency Regional Office.
 - c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.
- V. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)
- a. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
 - c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- VI. PROCUREMENT OF RECOVERED MATERIALS
- a. In the performance of the Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements;
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act”.

VII. DEBARMENT AND SUSPENSION CLAUSE

- a. The Agreement and this Exhibit is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded or disqualified (defined at 2 C.F.R. §180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transactions it enters into.
- c. This certification is a material representation of fact relied upon by the County of Marin. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the remedies available to the County of Marin, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the offer is valid and throughout the period of any contract that may arise out of this offer. The bidder or proposer agrees to include such compliance in its lower tier covered transactions.

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers or other construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- a. *Overtime requirements:* No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty(40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages:* In the event of any violation of the clause set forth in VII(a) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause

set forth in VIII(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in VIII(a) of this section.

- c. *Withholding for unpaid wages or liquidated damages:* the County of Marin shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in VIII(b) of this section.
- d. *Subcontracts:* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in VIII(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in VIII(a) through (d) of this section.

IX. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGOS, FLAGS

- a. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

X. ACCESS TO RECORDS

- a. Contractor agrees to provide the County of Marin, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- d. In compliance with the Disaster Recovery Act of 2018, the County of Marin and Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XI. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. The Federal Government is not a party to the Agreement or this Exhibit and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.
- b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Contractor acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement.

XIII. TERMINATION FOR CAUSE

Contractor's failure to perform or observe any term, covenant or condition of this Exhibit shall constitute an event of default under the Agreement and County may terminate the Agreement.

XIV. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3).

- a. During the performance of the Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to

enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

- XV. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair above \$2,000 where the Davis-Bacon Act also applies; 44 CFR §13.36(i)(4))
- a. Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable, which are incorporated by reference into the Agreement.
 - b. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

XVI. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

- a. To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under the Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Agreement.
- b. Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

XVII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA)

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- b. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- a. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All

contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

SAMPLE

Attachment 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

THE FOLLOWING EXHIBITS ARE INCLUDED TO COMPLETE THIS CONTRACT:

EXHIBIT	DESCRIPTION	INCLUDED
A	SCOPE OF WORK	
B	TERMS AND CONDITIONS	XX
C	INSURANCE WAIVER (if needed)	
D	FEE AND PAYMENT SCHEDULE (if needed)	
E	FEDERAL PROVISIONS (if needed)	

SAMPLE

END OF SOLICITATION