



Marin City  
Community  
Services District



Request for Proposals:  
Modernization of the Marin City Community  
Service District Facilities

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A. Sample of CSD Agreement

Respondents are required to deliver proposals to:

**Marin City Community Services District c/o Juanita Edwards  
640 Drake Avenue  
Marin City, CA 94965  
Main Office Telephone: 1-415-332-1411**

**Proposals Due Date: March 18, 2024**

# I. OVERVIEW

## A. Introduction

The Marin City Community Service District (CSD) is seeking proposals from an architectural and engineering team (Team) to provide a conceptual design package to modernize the Community Service District's (CSD) campus, which is located in Marin City, CA. It is anticipated that this Team will include licensed architects, landscape architect, structural, electrical, mechanical, plumbing, civil engineers and cost estimator.

The scope of work includes full existing facilities assessment, programming, conceptual design options, detailed cost estimation and project scheduling. This Conceptual Design package will then be used by the CSD for a future RFP procurement for design, permitting, bidding and construction administration services.

The final deliverable will be a detailed Conceptual Design package primarily in the form of a report. The CSD is acutely aware of the current high costs of construction. The Team must work with the CSD to formulate a project strategy that is implementable given budget constraints.

## B. Building Information

Despite its role as a key center of community activity and gathering in Marin City, the existing campus is challenged to meet the growing needs of the community. MCCSD provides a variety of services including refuse collection, street lighting, parks and recreation, and some emergency services. It is a central hub for recreation, community meetings, and local events. At present, to meet the needs associated with the described services, the campus is limited in size and space. The buildings on the campus are outdated, greatly limiting the potential of the programs and organizations to serve the community most effectively.





**Manzanita Recreation Center:** Constructed in 1958, this recreation center building is near or at its end of lifespan unless significant upgrades are completed. The existing building is approximately 20,829 sf. Programs and services offered in the Manzanita Recreation Center include boxing gym and services, a teen center, and other recreational activities. This space is rented out to community organizations that provide sports and other recreation activities. The space also hosts community events, including most recently the Marin Luther King Day event in January 2024. At times, community forums also use the space for causes that are important to the community.

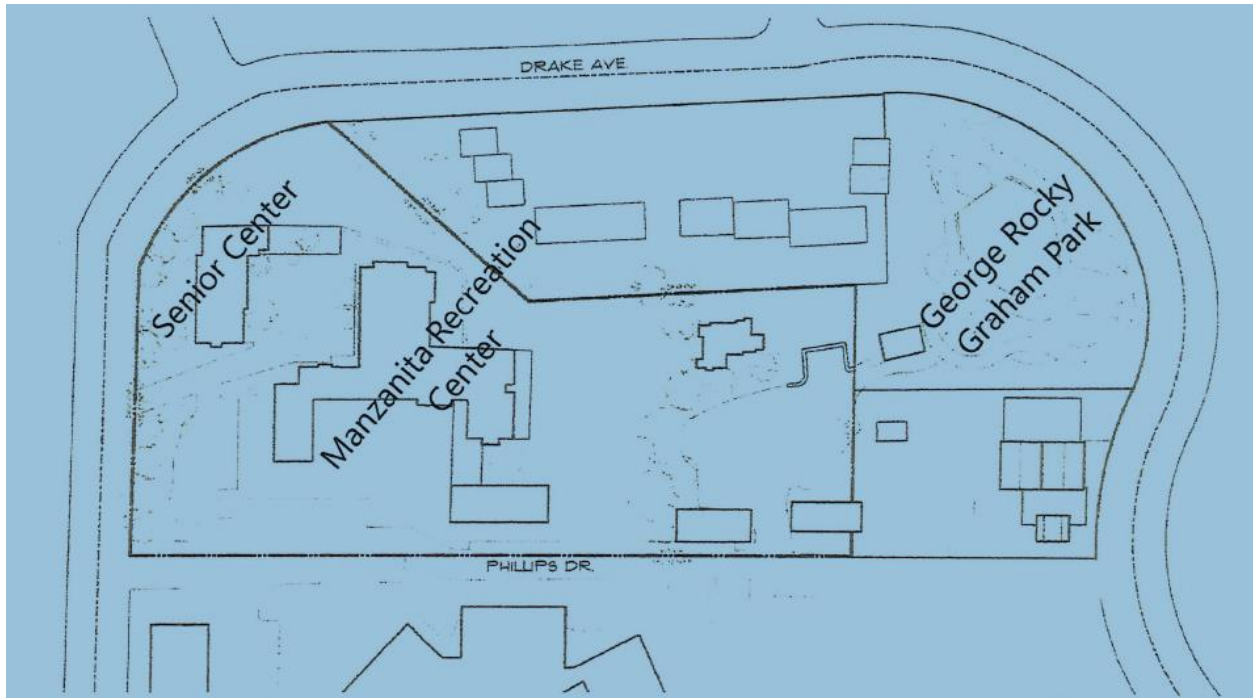


**Marguerita C. Johnson Senior Center:** This building was constructed around the same time as the Manzanita Center, with additional renovations conducted in the 1990s. The existing building is approximately 4,561 sf. The facility offers older adults access to a computer lab and multi-purpose room. The Center also provides meals, recreation, wellness activities, and an intergenerational garden. Twice a week they deliver food to older adults and people with disabilities who cannot easily get around. The building has limited storage capacity. It does offer a



kitchen however it is likely that the kitchen is not compliant with current accessibility requirements. This facility needs substantial renovation regarding deferred maintenance issues.

**Harriet Tubman Building:** This building was constructed originally as a ranch in 1920, built well before the establishment of the Marin City CSD. The existing building is approximately 2,516 sf. This building is currently only available as a storage facility due to its need of a substantial renovation to address accessibility, energy, structural, and life safety codes as well as deferred maintenance issues.



C. Project Objectives

- i. From Team assessments, and with CSD input, produce a Project Program that highlights the scope of work to modernize the campus.
- ii. Produce design alternatives for CSD consideration and review, leading to a final Conceptual Design that meets CSD needs and construction phasing goals.
- iii. Modernization of building to have a lifespan goal of fifty (50) years.
- iv. Review strategies to achieve LEED Silver certification
- v. Upon approval of Conceptual Design provide a detailed cost estimate. Based on the result of the cost estimate and available CSD funds, work with CSD to strategize a Project Schedule to complete work.

## II. SCOPE OF WORK

### A. Statement of Needs

The primary project needs for Concept design include, but are not limited to,

- Accessibility upgrades
- Code analysis
- Seismic Retrofit analysis and potential phased construction strategy
- HVAC system upgrades
- Electrical/data/IT upgrades
- Plumbing upgrades
- Waterproofing
- Hazardous Material Abatement work
- Sanitary sewer upgrade
- Emergency exit lighting & fire alarm
- Site infrastructure and parking lot upgrades
- Various space planning to improve user functionality & ensure code compliance
- Various repairs and/or replacement of outdated equipment and fixtures
- Painting of interior and exterior of building
- Strategy for construction in occupied spaces.

### B. Facility Assessment

The selected Team will perform full facility assessment of all existing facilities and campus amenities. Topics shall at a minimum include review of the items in the Statement of Needs listed above with the goal of determining deficiencies and remaining capacity of the various facility items.

### C. Programming

The selected Team, using new CSD provided project information and other stakeholder information, will provide a program for the campus. This program will then be used throughout the design process to make sure the subsequent design phases adhere to the functional, technical, strategic and spatial needs of the CSD. It is anticipated that selected Team will present at one (1) open-to-public community meeting to obtain input for programming.

### D. Conceptual Design

The Conceptual Design differs from a traditional Schematic Design set in that the focus will be on providing only the information necessary for cost estimating. This means that the drawings should include at a minimum, new or demolished walls, design concepts, finishes, equipment and fixtures. Descriptions of design character, areas and quantities should be offered. Addition of new facilities on the campus may be considered, but it is anticipated that the majority of work will fall within the respective envelopes of the existing facilities. It is anticipated that selected Team will present at one (1) initial community meeting to present Conceptual Design options and obtain input and may include one (1) follow up meeting to disclose findings to the Marin City CSD Board.

At a minimum, the Conceptual Design will include,

- Campus Site Plan
- Floor Plans are required. Reflected ceiling plans, sections, specifications and elevations may be needed to depict what design features are needed for pricing and for construction phasing.
- The documents should depict areas, volume, quantities and key design components.
- Material boards
- Utility Plans

- Landscape, structural, mechanical, electrical/data, plumbing and civil drawings and specifications as needed for pricing and construction phasing, if needed.

In addition, assessment and evaluation method of analysis should consider the following criteria,

- Removes & reduces threats to health and safety
- Meets any legal mandates
- Maintains or enhances operations and functions
- Prevents major repair or replacement costs
- Environmentally/energy efficient
- Meets CSD and community goals
- Large aesthetic benefit that enhances the work environment for users
- Large functional benefit that increases operational efficiency for users

#### E. Cost Estimating

The cost estimate should include all total project costs within the purview of this project. This includes, but not limited to, move costs, soft and hard costs, costs for phasing construction, permit fees, furniture, fixtures & equipment (FF&E), escalation among other costs. Provide overall summary as well as a detailed summary that shows detailed line item breakdown of costs. Also, costs should be categorized to each construction phase.

#### F. Project Schedule

Based on the conceptual design and cost estimate, work with CSD to formulate a project strategy and priority list to complete work. Once a strategy is agreed upon, the selected Team will provide a detailed project schedule with key milestones/task and timelines showing the duration of each key phase. The format should be Microsoft Project.

#### G. Report Requirements

The Team will present the conceptual design package (all scope of work results, findings and recommendations) in a concise, illustrated report, suitable for inclusion in a staff report submitted to a governing body for analysis and consideration. The report outline will consist of the following,

- Executive Summary
- Background narrative
- Facility Assessment
- Program
- Priority List of most urgent needs
- Description of Conceptual Design
- Illustrations / drawings in folded 11"x17" format
- Separate, supplemental drawings of Concept in either 24"x36" or 30"x42" formats
- Cost estimates
- Project schedule

Draft final report(s) will be submitted to the CSD for review and comment before acceptance and production of a Final Report. Team to anticipate two (2) rounds of comments. All work is to be accomplished by and will be the direct design responsibility of the Team selected from this RFP.



### III. KEY DATES & SUBMISSION PROCESS

<b>Key Dates</b>	<b>Due Dates</b>
Release of RFP	February 15, 2024
Pre-submission meeting	February 26, 2024
Deadline to submit Questions	March 4, 2024
Responses to Questions	March 11, 2024
<b>Submission Due Date</b>	<b>March 18, 2024</b>
Evaluation of Proposals	Week of March 18, 2024 (tentative)
Identification of Selected Proposal	Week of March 25, 2024 (tentative)

No proposals will be accepted after the due date and time. Proposals will not be accepted by fax or by email. The proposals must be originally signed. In addition to a hardcopy, provide proposals in pdf format. The time at the Marin City Community Services District will be the governing time for acceptance of proposals. All late proposals will be returned unopened.

#### A. Submittal Delivery Instructions

Respondents are required to deliver proposals to:

**Marin City Community Services District c/o Juanita Edwards**  
**640 Drake Avenue**  
**Marin City, CA 94965**  
**Main Office Telephone: 1-415-332-1411**

#### B. RFP Question Instructions

Any questions regarding this RFP should be submitted via email to [jedwards@marincitycsd.com](mailto:jedwards@marincitycsd.com) before 5pm on Monday, March 4, 2024. Respondents should not direct questions to any other person affiliated directly or indirectly with the CSD. Question responses will issued by 5pm on Monday, March 11th.

### IV. SUBMISSION REQUIREMENTS

#### A. Cover Letter / Project Approach

The proposal will provide a statement of the Team’s interest in the conceptual design of this project. The statement should include a brief description of the Team and also briefly highlight the Team’s qualification and understanding of the RFP Project Objectives. In addition, please describe the Team’s project approach and keys to achieving the goals of modernizing this facility.

#### B. Project Team Structure

Please provide an organizational chart describing each team member, project management structure, primary responsibilities and quality assurance, and key personnel for each Team member. Specifically mention which group is the Team’s “at-risk” entity taking legal and financial responsibility for the project and contracting with the CSD.

#### C. Firm Profiles, Key Staff, Resumes and Relevant Experience

Each Team member to provide a brief firm narrative that includes primary principal staff as well as a point of contact person. Provide resumes for each staff. Each firm to provide one (1) minimum to three (3) project case

studies that demonstrate successful modernization of similar type projects completed within the last twenty (20) years. Each project example to include the following information,

- a. Location and photographs
- b. Firm involvement and scope of services
- c. Describe the type of space, the size and unique features of the project.

D. List of References

For each primary firm, provide one (1) minimum to three (3) maximum references from past projects/experience. References that are public entities (i.e. cities, towns, counties, service districts, etc) are preferred.

E. Insurance Forms

For each primary team member, provide Professional Liability, Errors & Omission. Auto and Workers Compensation insurance forms using standard ACORD forms. Provide separate endorsement letter naming the Community Services District as additionally insured.

F. Project Related Experience

Provide a minimum of one (1) and a maximum of three (3) projects that are most comparable to this project which have been completed by members of the Team, including identification and a brief description of each project square footage, city and street address, construction costs, completion time frames and dates, and identification and role of the team members in the project.

Photographs and/or graphics of projects must be included. Especially include projects for similar project type uses. Client and/or public agency references related to these projects shall be included. All projects are to have been completed within the last 20 years and not before January 2004.

G. Project Personnel

This section shall identify the contact person of the firm with primary responsibility, or the "at-risk" entity for this Project, the key personnel proposed to work on this Project, and joint venture partners and subcontractors. The persons listed will be considered committed to the Project with no substitutions without prior agreement.

At a minimum, provide resume information and experience on the following key individuals:

- Architectural Project Manager
- Design Architect Lead
- Structural Engineer Lead
- Electrical Engineer Lead
- Mechanical Engineer Lead
- Plumbing Engineer Lead
- Landscape Lead
- Civil Engineer Lead
- Cost Estimating Lead

H. Fees

The Team will provide the fees by task or milestone, including a list of standard reimbursable expenses. The assigned staff and hours estimated for each will be provided as well as the cost for each staff person or category of staff per hour. Please include subcontractor fees. This specified information should result in a total project fee proposal. The CSD will expect invoices to be similarly formatted. Please submit fee proposal in a separate, sealed envelope as part of the submission package.

**RFP responses must adhere to the following format:**

DESCRIPTION	REQUIRED CONTENT	PAGE LIMIT
Cover Page		1
Table of Contents		2
Cover Letter/Project Approach	Narrative	4
Project Team Structure	a. Team Organization Chart b. Project Management	2
Project Related Experience	a. Team Case Studies (min. 1, max. 3 per firm)	3 pages per trade
Project Personnel	a. Identify Primary Team POC b. Key Personnel Subittal i. Architectural Project Manager ii. Design Architect Lead iii. Structural Engineer Lead iv. Electrical/Low Voltage Engineer Lead v. Mechanical Engineer Lead vi. Plumbing Engineer Lead vii. Civil Engineer Lead viii. Cost Estimating Lead ix. Landscape Lead	1 per person
Fee Structure	Submit fees in a sealed envelope	-
List of References		2
Insurance Forms	a. ACORD Forms b. Separate Endorsement Letters	-

Submission package total page limit, not including Insurance Forms, is **fifty (50) pages.**

## V. PROPOSAL EVALUATION

### A. Project Review Committee

The CSD Project Review Committee (Committee) will consist of 3 individuals made up of key staff and community partners. The Committee will evaluate submissions based on the quality of materials submitted for completeness, feasibility, innovation and responsiveness to the Development Objectives and Criteria for Review. The Committee at its sole discretion will determine if a proposal is responsive.

### B. Criteria for Review

The following criteria and point system will be used to evaluate proposals and to develop a short list to interview:

- Team experience and abilities of proposed Team (10 points)
- Project approach (20 points)
- Project experience with similar projects (30 points)
- Fee proposal (20 points)
- Overall quality of RFP response (20 points)

The Project Review Committee will score the above criteria and total points. Respondents should demonstrate successful and verifiable experience in providing such services for similar technical projects and for public sector clients. Candidates should demonstrate exceptional problem solving, interpersonal and communication skills.

#### C. Interviews

If needed, the CSD reverses the right to conduct Team interviews. Any Team may be asked to be interviewed directly by the CSD.

#### D. Final Selection

Upon the completion of interviews, the Committee will rank and select a Team. This Team will have the exclusive right to negotiate a contract with the CSD. The Team understands that issuance of this procurement does not commit the CSD to enter into an agreement, to pay any costs incurred in the preparation of a proposal to this procurement, or to initiate exclusive negotiations. If the CSD is unable to reach an agreement with the selected Team, the CSD will proceed to negotiate with next ranking Team. It should be note that the execution of any agreement pursuant to this procurement is dependent upon the approval of the CSD Board of Directors. A sample of the CSD's Professional Services Contract is provided as an attachment to this RFP document.

#### E. Public Disclosure

The Team understands that as a general rule all documents received by the CSD are considered public records. Therefore, all submittals might become available for public inspection according to applicable disclosure rules and regulations. If the respondent considers his or her submittal proprietary and/or otherwise exempt from disclosure he or she must submit a written request for a determination of whether the documents can be withheld from public disclosure no later than 15 days prior to the due date of the submittal. The CSD's legal counsel shall make a determination of confidentiality. If a determination is not obtained prior to the submittal deadline, all document(s) may be subject to public disclosure.

## VI. GENERAL TERMS & CONDITIONS

#### A. General

The issuance of this RFP constitutes only an invitation to present responses. The CSD reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The CSD 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. In the event that the RFP is withdrawn by the CSD for any reason, the CSD shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The CSD reserves the right, at its sole discretion, to waive any irregularities or informality. The CSD may conduct interviews with any respondent Team it deems necessary. Proposals will become the property of the CSD and subject to public records requests.

If the Team fails or refuses to prosecute the work, or any separable part thereof, as to insure that the items specified will not be completed and/or delivered within the time specified in the contract, the CSD may, by written thirty (30) day notice to the Team, terminate its right to proceed with the work or such part of the work as to which there has been a delay. The Team's at-risk entity shall be liable to the CSD for any damages to the CSD resulting from the Team's failure or refusal to complete/deliver the items within the specified time.

The Team shall have no right, authority nor power to sell, mortgage or assign the resulting purchase order or any interest therein, nor 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 thereunder for any purpose whatsoever without the prior written consent of the CSD. Neither the purchase order nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy nor to any other receiver or assignee for the benefit of creditors or any claim thereunder to any other party or parties, except as expressly authorized by the CSD.

B. Proposal Duration

All team proposals constitute an offer to contract, which offer will remain open for a period of at least one hundred (100) days from the date of receipt by the CSD.

C. CSD Right to Reject

The terms and conditions not specifically identified will be considered acceptable to the Team. The CSD 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 CSD’s sole judgment, best meets the requirements of the project. The Team is responsible for the cost of preparing the response to this RFP. All proposals, materials and documentation submitted shall be retained by and become the property of the CSD.

D. Time of the Essence

Please note that time is of the essence. The CSD reserves the right to cancel any intent to award and proceed to the next team at-risk entity if the selected Team has not signed the agreement within two weeks after notification of intent to award.

## VII. CONTACT INFORMATION

Project Manager:

Marin City Community Services District c/o Juanita Edwards  
640 Drake Avenue  
Marin City, CA 94965  
Main Office Telephone: 1-415-332-1411  
[jedwards@marincitycsd.com](mailto:jedwards@marincitycsd.com)

## VIII. EXHIBIT

### Sample of CSD Professional Services Agreement

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the MARIN CITY COMMUNITY SERVICES DISTRICT, hereinafter referred to as "CSD" and \_\_\_\_\_, hereinafter referred to as "Contractor."

#### I. RECITALS:

**WHEREAS**, CSD desires to retain a person or firm to provide the following service: \_\_\_\_\_; and

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

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

#### 1. SCOPE OF SERVICES:

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

**2. FURNISHED SERVICES:**

The CSD agrees to:

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

**3. FEES AND PAYMENT SCHEDULE:**

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

**4. MAXIMUM COST TO CSD:**

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

**5. TIME OF CONTRACT:**

This Contract shall commence on \_\_\_\_\_, 2024, and shall terminate on \_\_\_\_\_, 2025. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The CSD 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 CSD prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

## **11. BOOKS OF RECORD AND AUDIT PROVISION:**

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

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

Any and all work product resulting from this Contract is commissioned by the CSD as a work for hire. The CSD 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 Marin City Community Services District.

## **13. TERMINATION:**

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

## **14. APPROPRIATIONS:**

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

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

## 15. RELATIONSHIP BETWEEN THE PARTIES:

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

## 16. AMENDMENT:

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

## 17. ASSIGNMENT OF PERSONNEL:

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

## 18. JURISDICTION AND VENUE:

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

## 19. INDEMNIFICATION:

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

## 20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

### Exhibit D - Debarment Certification

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

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

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

**21. NOTICES:**

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

Contract Manager: Juanita Edwards, General Manager  
Marin City Community Services District  
 Dept./Location: 640 Drake Ave  
Marin City, CA 94965  
 Telephone No.: 415-332-1441

Notices shall be given to Contractor at the following address:

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_

**22. ACKNOWLEDGEMENT OF EXHIBITS**

Check applicable Exhibits

**CONTRACTOR’S INITIALS**

<b><u>EXHIBIT A.</u></b>	<b>Scope of Services</b>	
<b><u>EXHIBIT B.</u></b>	<b>Fees and Payment</b>	
<b><u>EXHIBIT C.</u></b>	<b>Insurance Reduction/Waiver</b>	
<b><u>EXHIBIT D.</u></b>	<b>Contractor’s Debarment Certification</b>	
<b><u>EXHIBIT E.</u></b>	<b>Subcontractor’s Debarment Certification</b>	
<b><u>EXHIBIT F.</u></b>	<b>Federal Provisions Exhibit / Attachment 1</b>	

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

**II. CONTRACTOR:**

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**APPROVED BY Marin City CSD General Manager:**

By: \_\_\_\_\_  
 Juanita Edwards

