The Marin County Community Development Agency is looking to contract with a rehabilitation loan administrator as described in this request for proposal (RFP). Interested proposers are required to return all required request for proposal documents as part of their submitted proposal.

Proposal packages must be received by June 17, 2022, 4:00 p.m. PDT at federalgrants@marincounty.org.

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

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

The County of Marin is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with the County, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.
# RLP-1 Countywide Rehabilitation Loan Program  
County of Marin  
Request for Proposals and Statement of Qualifications

## Table Of Contents

- Instructions To Proposer ..................................................................................................... 3
- General Provisions .............................................................................................................. 7
- Special Provisions .............................................................................................................. 16
- Scope Of Work .................................................................................................................. 18
- Exceptions to the Scope of Work ....................................................................................... 22
- Sample Offer ...................................................................................................................... 23
- Attachment A: References and Performance ..................................................................... 24
- Local Business Preference Certification ............................................................................. 25
- MBE/WBE Preference Form .............................................................................................. 26
- Marin Workforce Preference Certification ........................................................................... 27
- Debarment and Suspension Certification ........................................................................... 28
- Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid ......................... 29
- County of Marin Sample Federal Grants Agreement .......................................................... 30
- Proposal Documents to be Returned ................................................................................. 43
Instructions To Proposer

General Project Description
The County of Marin is requesting proposals from qualified nonprofit and for-profit organizations or a division of local government with experience rehabilitating residential units to administer the County’s Rehabilitation Loan Program. Experience with administering federal funds is strongly preferred. This program serves low-income homeowners who reside in Marin County. Administration of the Rehabilitation Loan Program currently includes management of a $6.2 million revolving loan fund with $1.4 million available for loans and a portfolio of nearly 170 loans. The portfolio includes approximately 20 loans in active repayment through AmeriNat and 150 differed loans.

Through this RFP, approximately $200,000 is available to support the administrative costs associated with operating the program in FY 2022-23. The annual goal of the program is issuing loans for 15–20 residential rehabilitation projects. The funding source for this program is a federal Community Development Block Grant (CDBG) allocation.

Pre-Proposal Site Visit
There will not be a pre-proposal site visit scheduled by the County.

RFP Questions
Proposers may submit written questions regarding this RFP. The proposer’s questions must be emailed and received by June 3, 2022 no later than 4:00 p.m. PDT. Questions from individuals, organizations, or firms that are not proposers will not be addressed as part of this vendor selection process.

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

An RFP addendum, including answers to all written questions concerning this RFP, will be posted on the County of Marin Contracting Opportunities website June 8, 2022 by the end of the business day. It is the responsibility of all interested proposers to access the website for this information.

County staff anticipates the RFP review process will take approximately two months.

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

Proposals must be emailed to:
Delivery Address:
Housing & Federal Grants, Community Development Agency
federalgrants@marincounty.org

The proposals must be received by the above email no later than June 17, 2022 at 4:00 p.m. PDT. Proposals will be considered late and therefore rejected if not received by the above due date and time, regardless of the date/time they were sent.

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

### Timeline

<table>
<thead>
<tr>
<th>Step</th>
<th>Event</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of RFP</td>
<td>May 20, 2022</td>
</tr>
<tr>
<td>2</td>
<td>Deadline to submit Questions</td>
<td>June 3, 2022 – No Later than 4:00 PM Local Time</td>
</tr>
<tr>
<td>3</td>
<td>Responses to Questions Posted</td>
<td>June 8, 2022</td>
</tr>
<tr>
<td>4</td>
<td>Proposal Submission Deadline</td>
<td>June 17, 2022 – No Later than 4:00 PM Local Time</td>
</tr>
<tr>
<td>5</td>
<td>County Review</td>
<td>June 20, 2022 (Tentative)</td>
</tr>
<tr>
<td>6</td>
<td>Oral Interviews</td>
<td>Week of June 27-July 1, 2022 (Tentative)</td>
</tr>
<tr>
<td>7</td>
<td>Cost Negotiations/Identification of Apparent Winner</td>
<td>Week of July 11-July 15, 2022 (Tentative)</td>
</tr>
<tr>
<td>8</td>
<td>Tentative Board Award Date</td>
<td>Tuesday, July 26, 2022 (Tentative)</td>
</tr>
<tr>
<td>9</td>
<td>Tentative Contract Start Date</td>
<td>Tuesday, July 26, 2022 (Tentative)</td>
</tr>
</tbody>
</table>

### Proposed Schedule

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

### Opening of Proposals

Proposals will not be publicly opened or read.
**Informed Proposers/Examination of Documents**

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the contract documents.

The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve them from any obligations with respect to this RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**Nomenclatures**

The terms Successful Proposer, Program Administrator, Offeror, Bidder, Vendor, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, corporation, or entity interested or submitting a bid. The terms County of Marin, Department, and Purchasing Agent may be used interchangeably in this solicitation.

**Interpretation, Correction**

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth herein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission, or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify the contact shown under “Responsible Parties” of such concern in writing and request clarification or modification of the document(s) no later than seven (7) working days before the deadline as set forth under subsection “Proposal Submittal Requirements.”

The Proposer may email or mail to the contact shown under “Responsible Parties”. All inquiries shall be directed to the designated County contact. Contact with any other County personnel or any undue “badgering” of such County personnel by the Proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

**Prices, Negotiations and Mistakes**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.
Withdrawal of Proposal
Submitted proposals: a) may not be withdrawn within 60 calendar days after the proposal opening; and b) may be withdrawn prior to the submittal due date only by written request of the proposer.

Terms of the Offer
Acceptance of proposer’s offer shall be limited to the terms herein unless expressly agreed to in writing by the Purchasing Agent. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

• END OF INSTRUCTIONS TO PROPOSER •
General Provisions

**Responsible Parties**  
Representing the County of Marin in all matters regarding the submission of this RFP package shall be Molly Kron, Community Development Agency, mkron@marincounty.org.

**Contract Terms**  
The successful agency will enter into a contract for services with the County for a one year period beginning July 2022. Upon mutual consent, the contract may be renewed annually on an on-going basis.

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

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

**Award Evaluation Criteria**  
The Evaluation Criteria that will be used to assess all received proposals are listed on Page 7.

The Selection Committee may also contact and evaluate the proposer’s references; contact any proposer to clarify any response; contact any current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process.

Discussions/interviews may, at the County of Marin’s sole option, be conducted with responsible proposers who submit proposals with a likelihood of being selected for an award. Discussions/interviews may occur for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submission and before
award to ensure the County’s attainment of best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing proposers.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Team’s qualifications, including relevant individual experience in performance of comparable work including experience managing federal grants.</td>
<td>30%</td>
</tr>
<tr>
<td>Proposal submission – quality, completeness, and understanding of the project as outlined in description given in the Request for Proposal.</td>
<td>30%</td>
</tr>
<tr>
<td>References/Performance History</td>
<td>20%</td>
</tr>
<tr>
<td>Interview</td>
<td>10%</td>
</tr>
<tr>
<td>Minority or Women Owned Business</td>
<td>5%</td>
</tr>
<tr>
<td>Overall cost</td>
<td>5%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Addenda**

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

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

**Change Orders**

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes:

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

No Order, Statement or Conduct, Written or Oral, Shall Be Treated as a Change Order Unless in Writing and Signed by Both Parties.
Invoicing and Payment
Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be emailed to federalgrants@marincounty.org. Invoices shall be made per Scope of Work task category.

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

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

Nondiscriminatory Employee
Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, national or ethnic origin, age, disability, sex, sexual orientation, gender identity and expression, veteran status, or any other characteristic protected by law. Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations, and ordinances.

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

The contractor shall comply fully with Sections 508 and 504 of the 1973 Rehabilitation Act in that the contractor’s hiring practices do not discriminate against disabled/handicapped persons.
The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

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

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

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

Cancellation of Contract

**Without CAUSE**, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With CAUSE**, the County of Marin may cancel this contract at any time with ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the County of Marin and may occur upon failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

If the Proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the Proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County’s option. The Proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the Proposer’s failure or refusal to complete/deliver the items within the specified timeframe.

Termination for Convenience

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

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
   a. Repeated failure to respond within requested timeframe
   b. Failure to perform services when promised or expected
   c. Inability to reach Contractor contact; lack of customer service

Nuclear Free Zone
The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons, related components, and nuclear material is prohibited or appropriately restricted. The County is prohibited from contracting for services or products with, or investing County funds in, any nuclear weapons Proposer (Marin County Ordinance, Chapter 23.12 Nuclear-Free Zone).

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

1. Local Business Preference - In accordance with County of Marin Code 3.10 there shall be a five (5.0) percent preference on the price submitted by a local county business.

2. Workforce Development Preference - In accordance with County of Marin Code 2.50.070 Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.

3. Recycled Product Preference - In accordance with County of Marin Code 3.08 there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products.

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

Damages
The Proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the Proposer's work or workmen. Proposer
shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by the County of Marin.

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

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

**Independent Proposer**
The Proposer agrees and certifies that they or any of their agents, servants, or employees are not an agent or employee of the County of Marin. The Proposer is independent and solely responsible for Proposer’s acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit found on Page 30 shall be signed and returned with the submitted proposal.

**Non-Appropriation of Funds**
The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the Proposer with written notice. Such notice shall release both the County and Proposer from all obligations under the Contract and/or Purchase Order, and Proposer shall refund the County the balance of any advance payment made for orders of goods and/or services that are outstanding, or that have not been received by the County.
Compliance to or Deviation from Specifications
Proposer hereby agrees that the material, equipment, or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the Proposer’s response and listed as such under Exceptions to the Scope of Work – Page 23.

Governing Laws
This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. This contract shall be in accordance with the substantive and procedural laws of the State of California and regulatory requirements of the U.S. Department of Housing and Urban Development.

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

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

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

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

Debarment and Suspension Certification
Title 49, Code of Federal Regulations, Part 29
The bidder, under penalty of perjury, certifies that, except as noted below, they and any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

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

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

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

**Conformity with Law and Safety**
Vendor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State, and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes, and regulations. Vendor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes, and regulations.

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

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

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

**Proposer Agreement to Terms and Conditions**
Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.
Right to Audit
County shall have the right of audit and inspection of the vendor’s business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

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

In the event of a request for such information, County will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Marin County before the County’s deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, County may disclose the requested information without penalty or liability.

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

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

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

♦ END OF GENERAL PROVISIONS ♦
Special Provisions

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

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

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

Consultant Description/Capability
Describe your organization's purpose and mission; related housing experience contracting with local government agencies or large institutions; and whether you have successfully completed similar projects or are partnering with other organizations that have successfully completed similar projects. Describe your firm's capacity to provide the proposed service including a discussion of current workload in light of existing staffing, financial, and management resources. Include a description of any work with Federal funds, NEPA review, Lead based paint testing and treatment, Procurement policies, and Loan origination and servicing. If additional resources will be required, please discuss how and when they will be obtained.

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

Project Approach and Understanding
Given the Scope of Work provided in the next section, describe your approach and understanding. If necessary, elaborate on the Scope of Work outlined below with additional detail on the approach that would be used to execute the project. The proposer can present variations and additional elements to the work scope that they feel will enhance project outcomes.
Cost Proposal
The Cost Proposal Summary for administration of the rehabilitation loan program shall include three components: 1) management of the loan portfolio\(^1\), 2) evaluation of loan applications and issuance of loan approvals, and 3) oversight of loan rehabilitation projects. The Summary shall take the form of an estimated budget for management of the housing rehabilitation loan program, including staff, marketing, miscellaneous office expenses, etc.

Special Attachments
Include as Attachments the following documents for your organization:

1. Most current unaudited financial statements and the last three years of audited financial statements, and any other information that establishes the financial capacity of the organization to undertake the proposed program.
2. Any relevant examples of documents produced while providing similar services or other written materials that would demonstrate how your firm would conduct the program, including but not limited to application, marketing, or waitlist documents.

\(^1\) Program currently includes management of a $6.2 million revolving loan fund with $1.4 million available for loans and a portfolio of nearly 170 existing loans. The portfolio includes approximately 20 loans in active repayment through AmeriNat and 150 differed payment loans.
Scope Of Work

County of Marin Description
The County of Marin is located in Northern California, across the Golden Gate Strait from San Francisco. Marin has a population of approximately 258,000 residents. The County’s homeownership rates are just under 70 percent with a median sales price of single residential dwelling is over $1.9 million.

The County operates under the Board of Supervisors form of government, and its Fiscal Year (FY) begins on July 1 and ends on June 30. The County is a HUD entitlement community that receives and annual allocation of CDBG funds directly from HUD. The local jurisdictions throughout Marin have established a cooperation agreement designating the County of Marin as the CDBG administrator.

Program Description
The County of Marin provides deferred and low interest loans in an amount of up to $65,000 for income-qualified, owner-occupied homes. The loans support correction of substandard housing conditions and elimination of health and safety hazards. The loan pool is approximately $6.2 million with $1.4 million available for loans. The portfolio includes nearly 170 loans, approximately 20 of which are in active repayment through AmeriNat and 150 are deferred loans. Administration of the rehabilitation loan program has an estimated budget of $200,000 for FY 2022-23. Additional funds may be added to the project budget as resources are required and available.

The program goal is to maintain the quality and habitability of Marin County’s existing housing stock, prevent homes from falling into disrepair, improve livability, energy efficiency and accessibility for residents, and avoid blight on the community due to deferred home maintenance. Examples of eligible work include: foundation, termite damage, dry-rot repairs; mold abatement, plumbing, electrical, and heating system repairs; roof work; door and window repair; stairs, deck, and railing repair; emergency (disaster) repairs; energy conservation measures; and remodeling for wheelchair accessibility. Loans serve low-income households, defined as 60% and less of the Area Median Income (AMI) respectively. Annual occupancy verifications are required.

Scope Of Services
The firm selected through this RFP as the Program Administrator will be responsible for a variety of activities, including but not limited to the following list. Details for each are provided below.

1. General Program Administration
2. Applicant Intake and Eligibility
3. Marketing and Outreach
4. Environmental Review
5. Rehabilitation Project Management
6. Reporting
1. **General Program Administration.** The selected program administrator shall:

- Confer with the County to develop program guidelines and revise them as necessary.
- Develop and maintain a pool of qualified local general contractors with attention to minority- and women-owned businesses.
- Develop and maintain a detailed filing system for all funded projects in compliance with HUD reporting standards and the requirements of 2 CFR Part 200.
- Develop loan processing procedures and guidelines in partnership with County staff and in conformance with applicable funding source requirements.
- Prepare loan packages, manage loan closing process, and execute loan documents.
- Oversee and administer ongoing loans.
- Ensure the Housing Rehabilitation Program complies with the National Environmental Policy Act (NEPA), Lead Safe Housing Rule, Section 504, and Section 3 requirements.
- Track rehabilitation project progress, payments, and process change orders.
- Track and administer the revolving loan fund, program income, and interest.

2. **Applicant Intake and Eligibility.** Eligible properties include owner-occupied residential units, approved Accessory Dwelling Units (ADUs) within these homes, houseboats in approved berths, and mobile homes. All work scope items must adhere to applicable state and local laws, codes, zoning, and any other requirements relating to construction, rehabilitation, and housing safety, quality, and habitability. Applicant must reside in the County and hold title to the property to be assisted, the property must be the applicant’s principal residence, and applicant’s household income must meet the HUD income limits which are adjusted annually.

**2021 HUD Income Limits**

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<tr>
<th>Household Size</th>
<th>Income Limit</th>
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<td>1</td>
<td>$63,950</td>
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<td>2</td>
<td>$73,100</td>
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<td>$120,600</td>
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The selected program administrator shall:

- Maintain a list of eligible program candidates.
- Manage the applicant intake process, including determining participant and property eligibility, securing real estate appraisal services when necessary, and completing on-site inspections for qualified properties.
- Maintain accounting of available project funds and process clients based on funding availability.
- Provide technical assistance to all applicants, including advice and referrals for applicants with credit problems.

3. **Marketing and Outreach.** The selected program administrator shall:

   - Coordinate and oversee the program marketing and outreach efforts to homeowners through direct mailings, establishment of an online program website, workshops, and coordination with County Code Enforcement.
   - Comply with all Affirmative Marketing and Affirmatively Furthering Fair Housing (AFFH) requirements as required for all CDBG subrecipients.
   - Respond promptly to program inquiries from the public, both by email and phone.
   - Provide information and conduct outreach in Spanish and other languages as needed.

4. **Environmental Review.** All properties assisted under this RFP will be subject to an Environmental Review prior to commencement of rehabilitation activities consistent with NEPA. Developers will be required to submit to the County completed environmental documents in compliance with 24 CFR Part 58 for review and submission to HUD or detailed project information, including the description, site address, parcel identification number, year the unit was built, historic significance, and preliminary environmental information, which will then initiate the environmental review process in compliance with 24 CFR Part 58.

5. **Rehabilitation Project Management.** All rehabilitation projects funded through this program must meet local zoning ordinances and building codes. Plans should be of good design that will improve residents’ quality of life. The selected program administrator shall:

   - Conform to 24 CFR 570.603 of the CDBG regulations, as applicable, and any other federal or state requirements that are associated with the loan/grant funding source.
   - Establish a contractor list, annually solicit contractor participation, and oversee bid process, in conformance with Section 3
   - Oversee construction process and conduct progress inspections to ensure the timely completion of quality work.
Ensure that rehab plans incorporate energy efficiency measures through materials, heating, ventilation, air conditioning (HVAC) systems, design, and site orientation where feasible.

If a rehabilitated home was originally placed into service prior to January 1, 1978, ensure that rehab complies with HUD lead-based paint rules (24 CFR Part 35 and 24 CFR Section 570.608). A lead-based paint risk assessment shall be conducted to test for hazards, and rehabilitation work must meet the requirements of the HUD Lead Safe Housing Rule.

Provide completed project files with close-out documentation and before and after photographs to County staff.

6. Reporting. The selected program administrator will be expected to cooperate with any program review or audits that may occur. In addition, for each rehabilitation loan granted, the selected program administrator will be expected to collect and report information about the uses of funds bi-annually including, but not limited to:

- Data to satisfy HUD reporting requirements and performance measures, such as property location and activity, funds budgeted and expended (all funding sources), and beginning and ending dates of activities.
- Data to verify project eligibility, such as applicant income, household demographics and composition, and unit type.
- Annual Affirmative Marketing Plan.
- Financial reports on the revolving loan fund, program income, and interest earned.

END OF SCOPE OF WORK
**Exceptions to the Scope of Work**

Proposers 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.

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<tr>
<th>Section or Page Number</th>
<th>Description of Exception</th>
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* END OF EXCEPTIONS *
Sample Offer

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

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

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING

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

BUSINESS IS OPERATED AS: ________ NONPROFIT
     ________ AN INDIVIDUAL
     ________ GOVERNMENT AGENCY
     ________ A PARTNERSHIP
     ________ A CORPORATION

INCORPORATED IN THE STATE OF ______________________

Company Name: ____________________________________________
Company Address: ____________________________________________
Company Phone: ____________________________________________
Company Website: ____________________________________________

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

X____________________________________________

PRINTED NAME: _____________________________________________
TITLE: _____________________________________________
DATE: _____________________________________________
E-MAIL ADDRESS: _____________________________________________
Attachment A: References and Performance

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

1. Number of years in business: ________________________________________________
2. Current average number of employees: ________________________________________
3. List 3 Former or Current accounts for contact as reference:

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<th>Name:</th>
<th>Address:</th>
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<td>Contact Person:</td>
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<td>Project Name:</td>
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<td>Contact Person:</td>
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<td>Project Name:</td>
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Local Business Preference Certification

Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or
All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. ______ has its principal place of business in Marin County; or
   Describe:____________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

2. ______ has a business license issued in Marin County for a period of six months prior to any claim of preference; or
   Describe:____________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

3. ______ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.
   Describe:____________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications. Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

____________________________________  ______________________________________
    Firm Name                                    Date

____________________________________  ______________________________________
    Business Address                        City, State, Zip Code

____________________________________  ______________________________________
    Signature of Authorized Representative  Phone Number

____________________________________  ______________________________________
    Title                                     E-Mail

Complete Form ONLY if you qualify
MBE/WBE Preference Form

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

Applying as: ☐ MBE ☐ WBE ☐ MBE/WBE

Has your firm been certified by another certifying agency? ☐ Yes ☐ No
If Yes, list agency and certification # if applicable: __________________________________

Owners Name and Title: ___________________________________ Gender _____________

Position in Applicant Firm: _____________________________ Percent Ownership: _________

Ownership in Firm Since: _________________ Ethnicity: ______________________________

Identify Your Firm’s Owners, Officers, and Directors

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<tr>
<th>Name</th>
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Firm Name

Date

Business Address

City, State, Zip Code

Signature of Authorized Representative

Phone Number

Title

E-Mail

Complete Form ONLY if you qualify
Marin Workforce Preference Certification

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

“Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected. Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

Employee does not include an individual who is: (1) A worker classified as a student trainee, or intern working through an approved state or academic program or working towards state licensure or a professional accreditation sanctioned by a public entity or recognized licensure agency; (2) nor does it include anyone, regardless of age, who is providing services to earn academic credit or as part of a formal government approved, time-specific training program (e.g., Marin conservation corps trainees); and (3) employee also does not include a person providing volunteer services.

Describe: ____________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

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

Firm Name
____________________________________________________________________________
Business Address          City, State, Zip Code
____________________________________________________________________________
Signature of Authorized Representative             Contact Number
____________________________________________________________________________
Title                       E-Mail

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE
Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this ___________________ day of _______________, 20 __________

By _____________________________
Authorized Signature for Contractor

_____________________________
Printed Name & Title
Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid

State of California )
County of __________________) ss.
To the COUNTY of MARIN
COMMUNITY DEVELOPMENT AGENCY

__________________________________, being first duly sworn, deposes and says that he or she is _____________________________ of ___________________ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Note: The above Non-collusion Affidavit is part of the Proposal.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Printed Name of Document Signer ___________________________ Signature of Document Signer ___________________________
County of Marin Sample Federal Grants Agreement

AGREEMENT

THIS AGREEMENT, made and entered into on this __ day of ______, 20__, by and between the COUNTY OF MARIN, State of California, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "County"), and _________________ (hereinafter referred to as the "Subrecipient Agency").

WITNESSETH

WHEREAS, the County of Marin has received a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

WHEREAS, pursuant to such Grant, the County of Marin is undertaking certain programs and services necessary, as described in greater detail below, for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the County of Marin desires to engage the Subrecipient Agency to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Service. The Subrecipient Agency shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

   Residential Rehabilitation Loan Program (RLP)

   The Subrecipient Agency shall do, perform and carry out, in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. Term of Contract. The services of the Subrecipient Agency are to commence on July 1, 20XX, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until all funds have been spent by the Subrecipient Agency, or until this Agreement is otherwise terminated, unless otherwise specified herein. However, the obligations of the Subrecipient Agency under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient Agency may receive or remain in control of program income, such funds being described in paragraph 5 herein. An Assignment of Proceeds and Grant of Lien may not be terminated without written consent of County. The Subrecipient Agency shall comply with the requirements of 24 CFR 570.503(b)(7) and/or any Assignment of Proceeds and Grant of Lien, at the County’s sole discretion.

   Time is of the essence in the Agreement.
3. **Compensation.** The Subrecipient Agency shall be paid a total consideration of $\text{XXX,XXX}$ for full performance of the services specified under this Agreement, as explained in paragraph 2 above. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient Agency in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient Agency specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient Agency is entitled to receive the amount requisitioned under the terms of this Contract.

In addition, payment will be made subject to the Subrecipient Agency’s compliance with the grant deliverables document, which is attached to this Contract as Appendix D, incorporated herein by reference.

The Subrecipient Agency shall not claim reimbursement from the County for that portion of its obligations which has or will be paid by another source of revenue.

The Subrecipient Agency shall notify the County in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient Agency agrees to comply with other governing laws, as applicable, including, but not limited to, the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the California Environmental Quality Act, the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, the Davis-Bacon Act (as referenced in section 10.E. below) and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in 24 CFR 570.208.

The Subrecipient Agency agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including, but not limited to:


Subrecipient Agency is prohibited from using funds provided herein for political, sectarian, religious, or lobbying activities.

5. **Program Income.** Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the County for use in the Community Development Block Grant Program.

If the Subrecipient Agency executes an Assignment of Proceeds and Grant of Lien to the County, specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract as Appendix E.

6. **Assignment.** Without written consent of the County, this Agreement is not assignable by the Subrecipient Agency, either in whole or in part.

7. **Alteration.** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. **General Terms and Conditions.**

   A. The Subrecipient Agency agrees to submit program status reports to the County on at least a bi-annual basis or more frequently if requested, and other reports as may be required.

   B. The Subrecipient Agency agrees to maintain racial, ethnic, gender, disability, family status, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the County within 30 days of a request from the County. Subrecipient Agency agrees to maintain any other information and meet reporting requirements required by and further detailed in the appendices attached herein, and hereby incorporated by reference.

   C. The Subrecipient Agency agrees to keep all necessary books and records, including property, permits, licenses, income qualification, personnel and financial records in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. If the Subrecipient Agency expends $750,000 or more in combined federal assistance during its fiscal year, it agrees to obtain either a single audit or a program-specific financial audit conducted in accordance with OMB SuperCircular 2 CFR §200.

   D. The Subrecipient Agency agrees that the County or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project at any time.
E. The Subrecipient Agency hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the County the option of retention of the project records, books, papers and documents.

F. The Subrecipient Agency agrees to obtain all necessary permits for intended improvements or activities.

G. The Subrecipient Agency agrees to pay for any federal environmental review process costs associated with activities receiving $50,000 or more in Community Development Block Grant program funds and requiring a level of environmental review including: Categorically Excluded Subject to Section 58.5, Environmental Assessment, or Environmental Impact Statement, unless waived by the Director.

H. The Subrecipient Agency agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

I. The Subrecipient Agency agrees to conduct affirmative marketing for housing and services provided through this funding. Affirmative marketing activities include, but are not limited to, methods of advertising and community outreach, that are designed to reach persons who are least likely to apply for the program. In order to reach persons who are least likely to apply, the Subrecipient Agency may need to conduct marketing in formats that are accessible for persons with disabilities and in languages other than English.

J. The Subrecipient Agency hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient Agency who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

K. The undersigned person signing as an officer on behalf of the Subrecipient Agency, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient Agency and to bind the same to this Agreement, and, further that said Subrecipient Agency has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

L. The County shall not be responsible or liable for any claims, losses, debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient Agency, its staff or clientele; and the Subrecipient Agency hereby agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged, debts, and/or obligations. No payment, however, final or otherwise, shall operate to release the Subrecipient Agency from any obligations under this Contract.
M. The Subrecipient Agency hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance with any law on the part of the Subrecipient Agency.

N. Nothing contained in this Agreement is intended to, or shall be construed in any manner to create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient Agency by virtue of this contract be an employee of the County for any purpose whatsoever, nor shall any employee of the Subrecipient Agency be entitled to any of the rights, privileges, or benefits of County employees. The Subrecipient Agency shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient Agency assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

O. The Subrecipient Agency agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

P. The Subrecipient Agency should procure and maintain Commercial General Liability insurance with limits of not less than $1,000,000 ($2,000,000 in the aggregate) per occurrence naming the County of Marin as additional insured.

9. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate its continued participation pursuant to this Agreement or reduce the compensation amount upon 30 days written notice to the other party, subject to the limitations that follow. The Subrecipient Agency may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accountings provided for herein shall be rendered whether or not falling due within the contract period. Additionally, County shall not be under any further obligation, including any additional payments, to the Subrecipient Agency following termination.

B. Further, the County reserves the right to terminate this contract upon written notification to the Subrecipient Agency without 30 days prior written notice, under any of the following conditions:

1) Notification by HUD to the County that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
2) Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn, or otherwise restricted.

C. The County also reserves the right to terminate this Contract or to reduce the contract compensation amount without 30 days written notice if the Subrecipient Agency:

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with OMB SuperCircular 2 CFR §200;

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to notification from the County that the federal environmental review process has been completed;

5) Violates Labor Standards requirements; or

6) Fails to cure and comply with written notice from the County of substandard performance under the terms of this Agreement and fails to cure and comply with specified remedy requirements within the time frame provided.

10. Other Provisions

A. Equal Employment Opportunity

The following provisions (1) and (2) are applicable to all contracts and subcontracts; provisions (3) through (7) are applicable to all non-exempt construction contracts and subcontracts which exceed $10,000:

During the performance of this contract, the Subrecipient Agency agrees as follows:

1) The Subrecipient Agency shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient Agency shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, 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. The Subrecipient Agency 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.
2) The Subrecipient Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient Agency's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient Agency will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the County, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient Agency will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient Agency 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient Agency will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient Agency will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient Agency may request the United States to enter into such litigation to protect the interests of the United States.
B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with County policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient Agency may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, sexual orientation, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.


The Subrecipient Agency will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection
with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When an Subrecipient Agency utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If an Subrecipient Agency solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient Agency will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with County policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient Agency will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient Agency and all subcontractors engaged in contracts in excess of $2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journeymen. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient Agency is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient Agency shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient Agency of its obligation, if any, to require payment of the higher rates.
F. Tenant Protection Standards

All housing providers using Community Development Block Grant program resources for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to federal, state, and County laws regulating tenant protections and are precluded from raising rents in excess of five-percent (5%) during a 12 month period, at any time in which an Assignment of Proceeds and Grant of Lien is held on the property.

G. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

H. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

The Subrecipient Agency shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.


Neither the Subrecipient Agency program nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, or any revisions thereto.

J. Lead-Based Paint.

Any grants or loans made by the Subrecipient Agency for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards including those listed under 24 CFR Part 35. Subrecipient Agency will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.
K. Special Assessments.

The Subrecipient Agency will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 5306 of the Housing and Community Development (HCD) Act of 1974 or with amounts resulting from a guarantee under Section 5308 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 5306 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 5306 of the Act to comply with the requirements of subparagraph (1).

L. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

The Subrecipient Agency will comply with the "County of Marin Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities" and the "County of Marin Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan." The Subrecipient Agency will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient Agency will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient Agency causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the County's "Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities," and Subrecipient Agency shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient Agency hereby agrees to defend, to pay, and to indemnify the County from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

M. Lobbying Restrictions

The Subrecipient Agency certifies that, to the best of its knowledge and belief:
No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, 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, United States 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.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF MARIN

___________________________________

__________________________________

President Board of Supervisors  Executive Director
"County"  "Subrecipient Agency"

ATTEST:

___________________________________

Deputy Clerk of the Board

MASTER FORM
APPROVED AS TO FORM:

Tarisha K. Bal
(Original signature is on file.)

Tarisha K. Bal
Deputy County Counsel
Proposal 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.

Exceptions to the Scope of Work .............................. Page 23
Attachment A – References and Performance ............... Page 25
Local Business Preference Certification (if applicable) ....... Page 26
MBE/WBE Form (if applicable) .................................. Page 27
Marin Workforce Preference Certification (if applicable) ..... Page 28
Debarment and Suspension Certification ..................... Page 29
Non-collusion Affidavit .......................................... Page 30

**Successful Proposer** shall be required to furnish:
A. Certificate of Liability Insurance
B. Additional Insured Endorsement naming County of Marin as additional insured