

**COUNTY OF MARIN  
COMMUNITY DEVELOPMENT AGENCY**

**REQUEST FOR PROPOSAL #0232**

**LIVING SHORELINES FEASIBILITY STUDY FOR TOMALES BAY**

**January 16, 2019**

**THE MARIN COUNTY COMMUNITY DEVELOPMENT AGENCY DESIRES TO CONTRACT FOR A NATURE-BASED ADAPTATION AT STINSON BEACH FEASIBILITY STUDY 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 WILL BE RECEIVED ON THURSDAY, FEBRUARY 21, 2019 UNTIL 4:00PM LOCAL TIME, AT THE MARIN COUNTY COMMUNITY DEVELOPMENT AGENCY, 3501 CIVIC CENTER DRIVE, ROOM 308, SAN RAFAEL, CA 94903.**

**ANY PROPOSER WHO WISHES THEIR PROPOSAL TO BE CONSIDERED IS RESPONSIBLE FOR MAKING CERTAIN THAT THE PROPOSAL IS RECEIVED IN THE PROCUREMENT OFFICE BY THE PROPER TIME. NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE WILL BE RETURNED UNOPENED.**

**COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING ALEX WESTHOFF IN THE COMMUNITY DEVELOPMENT AGENCY AT [awesthoff@marincounty.org](mailto:awesthoff@marincounty.org).**

## Table of Contents

INSTRUCTIONS TO PROPOSERS.....	5
General Project Description.....	5
Pre-Proposal Site Visit.....	5
RFP Questions.....	5
Proposal Submittal Requirements.....	5
Opening of Proposals.....	6
Informed Proposers.....	6
Interpretation, Correction and Addenda.....	7
Prices, Negotiations and Mistakes.....	7
Withdrawal of Proposal.....	7
Terms of the Offer.....	7
GENERAL PROVISIONS.....	8
Responsible Parties.....	8
Pricing.....	8
Contract Term.....	8
Award of Proposal.....	8
Award Evaluation Criteria.....	8
Addenda.....	9
Change Orders.....	9
Invoicing and Payment.....	10
Assignment and Subcontracting.....	10
Force Majeure.....	10
Termination for Default – Time Extension for Delay.....	10
Termination for Convenience.....	10
Governing Laws.....	11
Nuclear Free Zone.....	11
Local Business Preference.....	11
Damages.....	11
Living Wage.....	11

Debarment and Suspension Certification ..... 12

Cooperative Agreement..... 12

Independent Proposer ..... 13

Non-Appropriation of Funds ..... 13

Cancellation of Contract ..... 13

Conformity with Law and Safety..... 13

Attorney’s Fees ..... 14

Proposer Agreement to Terms and Conditions ..... 14

Right to Audit ..... 14

Taxes ..... 14

Nomenclatures..... 14

Compliance or Deviation to Specifications ..... 14

Tax, California Non-Resident Income and Franchise Tax Withholding..... 14

SCOPE OF WORK ..... 15

Background ..... 15

Project Description..... 15

Consultant..... 21

Timeline..... 21

Contract Term ..... 21

Proposal Content Requirements..... 21

Cover Letter ..... 21

Agency Description/Capability..... 21

Staff Qualifications..... 22

Project Description..... 22

On-site Visits ..... 22

Status Reports..... 22

Final Report..... 22

Labor and Materials ..... 23

Cost Proposal ..... 23

EXCEPTIONS TO THE SCOPE OF WORK ..... 24

OFFER ..... 25

REFERENCES ..... 26

**“NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID..... 31**

CAO Contract Log # \_\_\_\_\_ COUNTY OF MARIN..... 32

PROFESSIONAL SERVICES CONTRACT ..... 32

PROPOSAL DOCUMENTS TO BE RETURNED..... 39

## INSTRUCTIONS TO PROPOSERS

### General Project Description

The Marin County Community Development Agency are seeking proposals from a firm or team (“the Consultant”) to conduct and prepare a Living Shorelines Feasibility Study for Tomales Bay. The study’s intent is to investigate the feasibility of living shorelines within the context of a long-term sea level rise adaptation plan. The County of Marin shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the County after all evaluation criteria has been taken into consideration. Proposals must stay within a budget of no more than \$220,000. The Consultant should be an interdisciplinary team with expertise in engineering, coastal sediment, and biology.

Another RFP, Nature-Based Adaptation at Stinson Beach Feasibility Study, has been concurrently released. Proposers are welcome to submit proposals on both RFPs. If being awarded both contracts can reduce overhead costs, proposers should explain how this increased savings can bolster their proposal.

*Note: Financial support for this contract is being provided by a grant from the California Coastal Conservancy. The grant is subject to Marin County Board of Supervisors approval and contract work cannot commence until this approval is granted.*

### 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. All questions must be emailed and received by Friday, February 1, 2019 no later than 4:00 pm local time. Questions asked after this date and time will not be considered. All Questions shall be submitted to Alex Westhoff, Community Development Agency, via email, [awesthoff@marincounty.org](mailto:awesthoff@marincounty.org).

The subject line shall be: *RFP 0232– Living Shorelines Feasibility Study for Tomales Bay*

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this RFP will be posted on the County of Marin Contracting Opportunities website on Friday, February 8, 2019 no later than 4:00 pm local time. It is the responsibility of all interested proposers to access the website for this information.

### Proposal Submittal Requirements

All proposals must be typed in English and are limited to thirty (30) pages (with 1” margins) for the narrative section of the proposal. This page limit does not include exhibits or attachments. Use 12-point font, single spacing and numbered pages.

The proposal must be submitted in the name of the agency or person who will contract with the County of Marin to complete the study. All proposals must be signed.

One (1) written original (marked as such) proposal and nine (9) copies are due in hand on February 21, 2019 by 4:00 pm local time. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal and any information therein become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Delivery Address:  
Marin County Community Development Agency  
ATTN: Alex Westhoff  
3501 Civic Center Drive – Room 308  
San Rafael, CA 94903

Proposal packages shall be clearly marked on the outside with “RFP#0232 *Living Shorelines Feasibility Study for Tomales Bay* **Do Not Open.**”

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work with or without cause. The County of Marin also reserves the right to request clarification of information from the proposer and the right to confer with or interview any respondent submitting a response. In the event that the RFP is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

## Opening of Proposals

Proposals will not be publicly opened.

## Informed Proposers

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

## Interpretation, Correction and Addenda

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown under "Responsible Parties" of such concern in writing via emailing [awesthoff@marincounty.org](mailto:awesthoff@marincounty.org) and request clarification or modification of the document(s) **no later than seven (7) working days before the deadline as set forth under sub-Section "Proposal Submittal Requirements."**

No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Marin County Community Development Agency to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal.

The Proposer shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any proposers.**

The Proposer may e-mail or mail to the contact person as shown under "Responsible Parties". All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel, 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 subtasks. Where there is a conflict between words and figures, words will govern.

## Withdrawal of Proposal

Submitted proposals: a) may not be withdrawn within sixty (60) calendar days after the proposal opening; and b) may be withdrawn prior to the opening date only by written request of the proposer.

## Terms of the Offer

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

\*\*\*End of Instructions to Proposer\*\*\*

## GENERAL PROVISIONS

### Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Alex Westhoff, Community Development Agency, [awesthoff@marincounty.org](mailto:awesthoff@marincounty.org).

### Pricing

Prices quoted shall be firm and fixed through the contract term. The County will require justification and the minimum of a thirty (30) day notice before any price increase will be negotiated. Negotiated annual extensions may increase by the CPI index for the San Francisco Bay area, and not to exceed 3%. This shall be mutually agreed upon by County and vendor.

### Contract Term

Irrespective of earlier deadlines in the Scope of Work, the contract term shall be for years, beginning May 1, 2019 and ending on April 30, 2021 with an option to continue for four (4) additional years in one-year increments, by mutual consent of the County and Contractor.

The County plans to negotiate extensions with the winning contractor assuming: (a) good performance on the contractor's part, (b) continued requirement for the services, (c) the availability of funds, (d) the status of the competitive market, and (e) the continuation of services on a reasonable cost basis. A negotiated contract extension without formal competition is a County prerogative, not a contractual right.

### 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 preferences. An Evaluation Committee will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The County of Marin shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the County after all evaluation criteria has been taken into consideration, selecting a proposal that stays within a budget of no more than \$220,000.

The County of Marin reserves the right to award in the best interest of the County, to reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

### Award Evaluation Criteria

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

The Evaluation Committee may also contact and evaluate the proposer's and subcontractor'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 seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the County of Marin.

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

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

<b>EVALUATION CRITERIA</b>	<b>PERCENTAGE</b>
Team’s qualifications, including relevant individual experience in performance of comparable work.	30%
References	20%
Proposal submission – quality and completeness relative to the description given in the RFP	50%

### **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 to the RFP. Such addendum shall be issued by the Marin County Community Development Agency and will be made available to all prospective Proposers in possession of the proposal package.

Addenda issued within five (5) calendar days of the proposal opening date/time could be cause for extension of the opening date, if so determined by the County of Marin, in order to allow prospective Proposers sufficient time to prepare their proposals.

### **Change Orders**

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

1. In the terms and conditions
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, with no partial payments allowed within thirty (30) calendar days after receipt of a correct invoice. Invoices shall be made per Scope of Work task category. Invoices shall be emailed with a hard copy mailed through the postal service.

### **Assignment and Subcontracting**

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the County of Marin. Neither the contract 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 the Proposer by the County of Marin for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of the County of Marin, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

### **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 insure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and contract, the County of Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option. The proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

### **Termination for Convenience**

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to

and accepted by the County pursuant to the contract prior to the effective date of termination. Termination nullifies the remaining months of the contract.

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

## **Governing Laws**

This Request for Proposal and the resulting 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, and the County of Marin Environmental Health Department. This contract shall be in accordance with the substantive and procedural laws of the State of California.

## **Nuclear Free Zone**

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

## **Local Business Preference**

In accordance with County of Marin Ordinance # 89-2993; whenever the County of Marin acquires services or supplies by purchase or contract, the Director of Purchasing in evaluating the price or proposal, shall award a five (5.0) percent preference on the price submitted by a local county business. (Marin County Ordinance, Chapter 3.10 Preference in Contracts and Purchases)

## **Damages**

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

## **Living Wage**

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the

Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

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

## **Debarment and Suspension Certification**

Title 49, Code of Federal Regulations, Part 29

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

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

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.

## **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.

## Independent Proposer

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit found on **Page 33** 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 Contract at the time the contract is executed. Should appropriated funds during the term of the Contract become unavailable for the purpose of the Contract, the County may cancel the Contract by providing the proposer with written notice. Such notice shall release both the County and proposer from all obligations under the Contract, and proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the County.

## 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 Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the County of Marin.

## 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 by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all of the following information:

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

or material was involved.

### Attorney's Fees

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

### Proposer Agreement to Terms and Conditions

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

### Right to Audit

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

### 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.

### Nomenclatures

The terms Successful Proposer, offeror, bidder, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Marin enters into a contract as a result of this solicitation. The terms County of Marin and Department may be used interchangeably in this solicitation.

### Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer's response and listed as such under **Exceptions to the Scope of Work – Page 23.**

### Tax, California Non-Resident Income and Franchise Tax Withholding

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

\*\*\*End of General Provisions\*\*\*

## SCOPE OF WORK

### Background

In 2014, the Marin County Community Development Agency (CDA) commenced “Collaboration: Sea-Level Marin Adaptation Response Team” (C-SMART) to develop adaptation solutions for West Marin. To date C-SMART has produced two major deliverables: the *Sea Level Rise Vulnerability Assessment* and the *Adaptation Report*, and this proposed project would be part of CDA’s continued efforts. This study would convene a cross disciplinary team of experts to assess the feasibility of a multi-objective natural infrastructure project as an alternative to coastal armoring. This study would additionally have statewide and possibly national and global applicability through evaluating the interplay between physical and biological processes that could inform other living shorelines projects.

### Project Description

Living shorelines such as eelgrass, oyster reefs, wetlands and other natural systems can provide services in adapting to climate change impacts, as well as sequester carbon. This study proposes to evaluate the feasibility of such adaptations in the context of identifying potential locations in Tomales Bay, informed by a decision-making matrix and developing preliminary designs for a few pilot locations.

#### 1) Need for the Project.

The project is intended to achieve several purposes as follows:

- Tomales Bay living shorelines can **safeguard coastal communities**. Hundreds of Inverness and East Shore homes and businesses, as well as Shoreline Highway (of statewide significance) and Sir Francis Drake Boulevard (the single access to Point Reyes National Seashore) which both run adjacent to Tomales Bay, are vulnerable to future sea level rise. Living shorelines can help attenuate wave energy thus reducing flooding and storm impacts to roads, homes, and other infrastructure.
- The Study will examine **nature-based solutions** as climate change adaptation strategies. Included would be a decision-making matrix that evaluates alternatives considering habitat values, flood protection levels, community support, costs, carbon sequestration and more.
- This Feasibility Study will be a **collaborative effort**. As project managers, Marin County staff will convene an interdisciplinary advisory committee with home and business owners, NGOs, scientific and technical experts, and staff from relevant agencies including National Park Service, State Parks, Caltrans, the Greater Farallones Marine Sanctuary (GFNMS) and local organizations.
- Much of West Marin, including Tomales Bay, is identified as a **Low-income Community** under AB 1550. Shoreline Highway and Sir Francis Drake Boulevard are critical for daily commuting for both residents and workers in the agriculture and tourism sectors, as well as emergency access. Flooding of these roadways could also block access to public recreation and open spaces including state and county parks and Point Reyes National Seashore, which provide low cost recreational opportunities for people of all socioeconomic circumstances.

- Living shorelines projects could be viable alternatives to coastal armoring for communities throughout the Bay Area, California coast, and beyond. However, more **pilot projects** are necessary to **demonstrate** their effectiveness for flood control and storm protection. Such demonstration projects could contribute to the collective knowledgebase of adaptation, thus helping to catalyze more projects of this nature.

## 2) Goals and Objectives

Project Goal: Assess the feasibility of living shorelines in Tomales Bay to maintain public access, develop preliminary designs for pilot projects, support vibrant recreational opportunities for users of all socioeconomic circumstances, provide flood and erosion protection against future sea level rise, and extend living shoreline applicability.

Project Objectives:

- 1) Develop an interdisciplinary Stakeholder Advisory Committee (SAC) with representation from home and business owners, Non-governmental Organizations (NGOs), technical experts from the scientific community, and federal/state/local agency representatives.
- 2) Compile maps of existing Tomales Bay subtidal habitat.
- 3) Through modeling of habitat suitability, identify areas where living shorelines could be implemented or enhanced based on conditions including depth, sediment type, waves and currents, salinity, turbidity and other relevant factors.
- 4) Working with agency staff identify regulations and policies pertaining to dredging and filling or other activities which may prohibit living shorelines. Develop and propose solutions to these regulatory barriers.
- 5) Identify priority sites where living shorelines could protect built assets such as roads and homes. At priority sites, evaluate various living shoreline alternatives to determine most effective option with maximum public benefits including habitat and flood protection. Develop preliminary designs for 2-5 pilot projects supported by field studies.
- 6) Develop a set of recommendations on next steps necessary to successfully design and implement identified pilot projects, based on lessons learned from this Feasibility Study. Procedures for monitoring and adaptive management should be included as next steps.

## 4) Project Context and Description.

The *Living Shorelines Feasibility Study* will be a partnership-based approach, building upon the existing scientific body of living shorelines work for the San Francisco Bay Area and other comparable locations. An interdisciplinary team of planners, biologists and engineers is required to accomplish the objectives of the project in conjunction with local stakeholders and agency staff. Marin County's wealth of protected open space and natural resources, supportive constituency and progressive political leadership, create a supportive framework for conducting this study. Since the 2014 commencement of Collaboration: Sea-Level Marin Adaptation Response Team (C-SMART), the Community Development Agency (CDA) has played a regional and statewide leadership role in sea level rise adaptation. Existing living shorelines pilot projects throughout Marin clearly demonstrate



the County's interest in prioritizing nature-based solutions to other alternatives such as coastal armoring. Following a sea level rise *Vulnerability Assessment*, CDA completed the *Marin Ocean Coast Sea Level Rise Adaptation Report (Report)* which evaluates potential adaptation solutions for West Marin considering costs and co-benefits. Priority actions in the *Report* include restored wetlands, oyster reefs and horizontal levees in Tomales Bay. This proposal would be an opportunity to further advance such living shorelines conceptual pilot projects through preliminary design.

Established relationships with both local stakeholder groups and a myriad of federal, state, and local agencies set a solid foundation for the continued pursuit of the kind of nature-based adaptation approaches to be examined. The level of active, effective public engagement will be continued in this project, serving to connect the expertise of scientific community and the interests of local stakeholders, within the regulatory framework of relevant agencies.

### **Scope of Work to be accomplished**

CDA staff will serve as project managers, overseeing the project as a whole. Proposers should identify how their team will provide the necessary expertise in biological and physical processes, engineering and other disciplines required for projects success. A Stakeholder Advisory Committee (SAC) will also be established to interact with the Proposer's Team and interested parties to assure the highest quality and relevance of work.

A complete *Feasibility Study* is required as the final deliverable. Both the final study and subtask deliverables should produce products that can independently contribute to the collective knowledgebase of adaptation planning for Tomales Bay and elsewhere. Anticipated subtasks and affiliated deliverables are below, however Proposers may suggest other methodologies provided that they specifically show that those will meet or exceed project objectives. For each subtask, draft deliverables should be provided to County staff for review. After a 30 day review period, County staff will provide comments to consultants for finalizing the deliverables.

#### **1) Develop Stakeholder Advisory Committee**

CDA staff will take the lead in developing a Stakeholder Advisory Committee (SAC) with representation from local stakeholders including home and business owners, NGOs, technical experts from the scientific community, and agency representatives including National Park Service, Caltrans, the California Coastal Conservancy, GFNMS, and possibly others identified through project scoping. This SAC will meet regularly throughout the process to review and provide input on the initial scope, as well as draft deliverables. The Proposers may provide advice on the membership and structure of the SAC. Additionally, the chosen consultant team may participate in SAC meetings, including presenting *Feasibility Study* work conducted to date, as necessary.

*Deliverables: SAC Roster, Membership MOUs, and Meeting Plan*

#### **2) Compile Maps of Existing Tomales Bay Subtidal Habitat**

Compile GIS shapefiles and maps of existing Tomales Bay habitat, referencing Department of Fish and Wildlife datasets and other sources. Identify any gaps in necessary spatial data and

detail further data collection necessary for next steps required to implement identified pilot projects.

*Deliverables: Tomales Bay habitat maps, Identification of further mapping needs*

3) **Identify sites feasible for living shorelines based on environmental characteristics and protection of built assets**

Describe and evaluate different types of living shorelines which could be established/enhanced in Tomales Bay such as eelgrass beds, oyster beds, wetlands, and sand/gravel beaches.

Characterize requirement of each in terms of depth, sediment type, waves and currents, salinity, turbidity, site size requirements or other critical parameters, and identify suitable Tomales Bay locations for the most effective living shorelines. Consider the application of the San Francisco Estuary Institute's Operational Landscape Unit program in determining necessary site characteristics. Sites which protect homes, roads or other built assets should be prioritized for implementation.

*Deliverables: Descriptions of living shoreline types with maps identifying potential locations for living shorelines to attenuate waves.*

4) **Identify relevant policies**

Evaluate existing local, state, and federal regulations applicable to locations where living shorelines are suitable. Identify regulatory obstacles and potential permitting approaches for living shorelines implementation in those locations. CDA staff will take the lead on this evaluation, though consultants should provide input on regulatory challenges/solutions from other jurisdictions that they have conducted projects in.

*Deliverables: Memo on local policies relevant to living shorelines.*

5) **Identify 2-5 priority sites and develop preliminary designs, with a consideration of maximizing public benefits**

Identify 2-5 priority pilot project sites in locations where living shorelines may be feasible, based on appropriate shoreline conditions, supportive policies, and locations where built assets such as homes and roads could be protected. Develop preliminary implementation designs for these project sites. Project siting and design should maximize co-benefits including habitat creation/enhancement, flood protection, carbon sequestration and more.

*Deliverables: Report with recommendations for living shoreline implementation, including preliminary design at 2-5 priority sites. The report should summarize the process of identifying the project sites based on feasibility, and describe/quantify public benefits of the proposed living shorelines.*

6) **Recommend Next Steps**

Outline next steps to further Tomales Bay living shoreline implementation, including monitoring and adaptive management. Potential funding sources and participating organizations would be identified.

*Deliverables: Memo with recommended next steps.*

7) **Draft and Finalize Living Shorelines Feasibility for Tomales Bay**

Incorporating task 1-6 deliverables, draft the *Feasibility Study*, for CDA staff review. Once CDA staff comments are received and incorporated, finalize the *Feasibility Study*.

*Deliverables: Draft and Final Living Shorelines Feasibility Study for Tomales Bay*

5) **Work products or other deliverables**

The final project deliverable would be the *Living Shorelines Feasibility Study for Tomales Bay (Feasibility Study)*. Summary memos would be completed for each of the tasks mentioned above, serving as ‘seeds’ to develop into draft *Feasibility Study* chapters. While a technical document, the *Study* should be filled with images and diagrams and written in a way that is understandable by people with varying degrees of technical expertise and interests. An accompanying fact sheet should also be developed with main points for the general public. The *Feasibility Study’s* audience would likely include:

- Marin County Board of Supervisors
- Staff from local, state, and federal agencies including: Marin County CDA, Marin County Department of Public Works, Marin County Parks, Marin Community Foundation, Greater Farallones National Marine Sanctuary, California Coastal Commission, California Coastal Conservancy, Golden Gate National Recreation Area; East Shore Planning Group and other local organizations, and non-governmental organizations
- Resource managers and adaptation professionals in other jurisdictions
- Local residents and visitors
- the media
- Potential funders of future phases of Tomales Bay Living Shorelines

**6) Future Phases.**

<b><i>Next Steps</i></b>	<b><i>Potential Funding Sources (No funding has yet been committed)</i></b>
Implement Tomales Bay living shorelines, with monitoring and adaptive management plan.	Potential sources of grants or other funding could include NOAA, FEMA, NPS, State Coastal Conservancy, Wildlife Conservation Board, Caltrans, Ocean Protection Council, Marin County, local homeowners groups and businesses.

**7) Site Description**

Tomales Bay is included in the Gulf of the Farallones National Marine Sanctuary. It is part of the Central California Coastal Biosphere Reserve and the Western Hemisphere Shorebird Reserve Network. Tomales Bay is a Wetland of International Importance and recognized by the National Audubon Society as an Important Bird Area. Habitats include intertidal, subtidal, and benthic. Eelgrass beds grow in the northern part of the Bay, with smaller ones on the eastern shore. Fresh and saltwater marshes line the Bay. Small islands provide roosts for birds and marine mammal haul out areas. Tomales Bay and its watershed support over 900 plant and animal species. Special status wildlife found in and around the Bay include California black rail, Coho salmon, chinook salmon, steelhead trout, California brown pelican, and California least tern. During the winter, the Bay may support 50,000 waterbirds, and approximately 300-600 harbor seals live in Tomales Bay.

## Consultant

The consultant should be an interdisciplinary team with expertise in engineering and biology, and related fields that inform the physical and biological processes to support living shorelines, as well as design and presentation expertise.

## Timeline

Release of the RFP – January 16, 2019

Deadline for Questions – February 1, 2019 no later than 4pm

Deadline for response to questions – February 8, 2019 no later than 4pm

Proposal Due Date – February 21, 2019 in hand no later than 4pm

Award is announced – April 2019

## Contract Term

The contract shall be effective on the contract execution date and shall expire when all phases of the contract are completed but no later than three years from the contract execution date.

## 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 to be attached to the proposal must be attached to the proposal under Attachments.

1. Cover Letter
2. Agency Description/Capability
3. Staff Qualifications
4. Understanding and Approach to the Feasibility Study
5. Schedule and Cost Proposal Summary
6. Attachments

## Cover Letter

The cover letter must include the full name and address of your firm, including the name, address 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 addressed.

## Agency Description/Capability

Provide a description and history of your organization/agency. Include a overview of your firm's overall experience, including the identification and description of projects similar in character or scope to this project. A list of references of similar projects from at least three (3) different projects, including the customer's name, address, project value, telephone number, and contact person shall be included in the proposal. Use the References Data Sheet provided as Attachment B. The County of Marin may contact the references listed.

## Staff Qualifications

Identify each member of the team's staff who would be assigned to work on this project and the role they would perform. Include a resume stating the background and qualifications of all staff in the Attachments. For each task, please indicate how the work will be distributed amongst team members, by identifying the percentage of time that will be allocated to each team member, to total 100%/task.

## Project Description

The following must be addressed in the project description.

- a) Provide an explanation of your understanding of the tasks believed to be necessary to accomplish the objectives outlined in the RFP, including where a proposed alternative approach would be preferable in your judgment.
- b) Discuss the overall approach that will be use with this project.
- c) Demonstrate a working knowledge of current state-of-the-art science, design and best practices in dune creation.
- d) Illustrate the firm's experience with living shorelines for coastal areas.
- e) Include a proposed project schedule and identify all assumptions and constraints on which the project schedule is based.

## On-site Visits

This study will require on-site visits. These visits must include, but are not limited to, the following locations:

Tomales Bay

## Status Reports

The successful Proposer shall provide regular status reports. These reports will provide the County of Marin the current status of the project.

- a) The first status report shall be provided 60 days after the contract is executed.
- b) Subsequent reports shall be provided every 60 days thereafter.

## Final Report

The successful proposer shall present Eight (8) exact copies of the formal written report and one (1) digital exact copy shall be submitted. Summaries from deliverables of contract subtasks should be incorporated into the final report, including:

- a. SAC Roster, Membership MOUs, and Meeting Plan
- b. Tomales Bay habitat maps/GIS layer and identification of further mapping needs
- c. Maps/GIS layer identifying potential locations for living shorelines
- d. Memo on local policies relevant to living shorelines
- e. Report with living shoreline preliminary designs at 2-5 pilot sites.
- f. Memo on recommended next steps for living shoreline implementation

## **Labor and Materials**

Unless otherwise provided in this RFP, the consultant shall provide and pay for all facilities, products, labor, materials, tools, delivery, transportation, food, lodging, and other services necessary to perform the work required under any contract executed pursuant to this RFP. The County of Marin will not accept any charges from the selected consultant toward the provisions of these services.

## **Cost Proposal**

The Cost Proposal Summary shall outline how much the feasibility study will cost the County, not to exceed \$220,000.

\*\*\*End of Scope of Work\*\*\*

**EXCEPTIONS TO THE SCOPE OF WORK**

Vendors 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.

Page number

Description of exception

=====

=====

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**OFFER**

IN COMPLIANCE WITH THE ABOVE, 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.

**REPRESENTATIONS AND CERTIFICATIONS**

BIDDER CERTIFIES THE FOLLOWING

THAT THEY ARE A \_\_\_\_\_ Certified Dealer for the Items in this Bid

\_\_\_\_\_ Manufacturer of the Items in this Bid

BUSIENESS IS OPERATED AS:

\_\_\_\_\_ AN INDIVIDUAL  
\_\_\_\_\_ A PARTNERSHIP  
\_\_\_\_\_ A CORPORATION  
INCORPORATED IN THE  
STATE OF \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Website: \_\_\_\_\_

**SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:**

PRINTED NAME: **X** \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

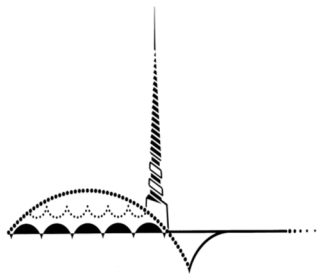
## REFERENCES

Client name	_____
Project description	_____
Project dates (starting and ending)	_____
Amount	_____
Client project manager name and telephone number	_____
_____	_____
_____	_____

Client name	_____
Project description	_____
Project dates (starting and ending)	_____
Amount	_____
Client project manager name and telephone number	_____
_____	_____
_____	_____

Client name	_____
Project description	_____
Project dates (starting and ending)	_____
Amount	_____
Client project manager name and telephone number	_____
_____	_____
_____	_____

**LOCAL BUSINESS PREFERENCE CERTIFICATION FORM**



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

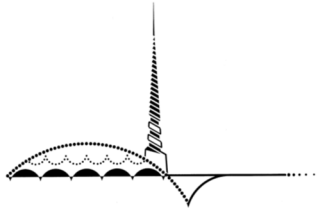
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
E\*Mail

**Complete Form ONLY if you qualify**

# 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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Contact Number

\_\_\_\_\_  
E\*Mail Address

**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

# **SUBCONTRACTOR DEBARMENT AND SUSPENSION CERTIFICATION**

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature for Contractor

\_\_\_\_\_

Printed Name & Title

**“NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California )  
County of \_\_\_\_\_) ss.

To the COUNTY of MARIN  
*COMMUNITY DEVELOPMENT AGENCY*

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

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

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

\_\_\_\_\_  
Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Document Signer

\_\_\_\_\_  
Signature of Document Signer

## COUNTY OF MARIN

### PROFESSIONAL SERVICES CONTRACT

2015 - Edition 1

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

#### RECITALS:

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

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

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

#### 1. SCOPE OF SERVICES:

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

#### 2. FURNISHED SERVICES:

The County agrees to:

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

#### 3. FEES AND PAYMENT SCHEDULE:

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

#### 4. MAXIMUM COST TO COUNTY:

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



5. **TIME OF CONTRACT:**

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

6. **INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

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

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment

mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

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

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

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

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

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

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and

losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

## 20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

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

### **Exhibit D - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**21. NOTICES:**

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

Contract Manager:

---

Dept./Location:

---

Telephone No.:

---

Notices shall be given to Contractor at the following address:

Contractor:

---

Address:

---

Telephone No.:

---

**22. ACKNOWLEDGEMENT OF EXHIBITS**

***Check applicable Exhibits***

**CONTRACTOR’S  
INITIALS**

**EXHIBIT A.**

<input type="checkbox"/>	<b>Scope of Services</b>	
--------------------------	--------------------------	--

**EXHIBIT B.**

<input type="checkbox"/>	<b>Fees and Payment</b>	
--------------------------	-------------------------	--

**EXHIBIT C.**

<input type="checkbox"/>	<b>Insurance Reduction/Waiver</b>	
--------------------------	-----------------------------------	--

**EXHIBIT D.**

<input type="checkbox"/>	<b>Contractor’s Debarment Certification</b>	
--------------------------	---	--

**EXHIBIT E.**

<input type="checkbox"/>	<b>Subcontractor’s Debarment Certification</b>	
--------------------------	--	--

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

**CONTRACTOR:**

**APPROVED BY**

**COUNTY OF MARIN:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_



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

**County Counsel:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## PROPOSAL DOCUMENTS TO BE RETURNED

**PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND TWO (2) COPIES OF THE PROPOSAL**

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

a.	Exceptions to the Scope of Work	Page 24
b.	Offer	Page 25
c.	References	Page 26
d.	Local Preference Cert (if applicable)	Page 27
e.	Marin Workforce Preference (if applicable)	Page 28
f.	Debarment and Suspension Certification	Page 29
g.	Subcontractor Debarment and Suspension Certification (If Applicable)	Page 30
h.	Non-collusion Affidavit	Page 31

Successful Proposer shall be required to furnish:

- a. Certificate of Liability Insurance
- b. Additional Insured Endorsement naming County of Marin as additional insured
- c. W-2
- d. Executed County of Main Professional Services Contract (Example Enclosed)