COUNTY OF MARIN
OFFICE OF EMERGENCY SERVICES (OES)
SAN RAFAEL, CALIFORNIA

REQUEST FOR PROPOSALS #2805
EMERGENCY SERVICES ORGANIZATIONAL ASSESSMENT

RFP ISSUE DATE:
AUGUST 4, 2021

DEADLINE FOR SUBMISSIONS:
AUGUST 25, 2021 by 2:00 PM PST

The County of Marin does not discriminate based on sex, race, color, religion, age, sexual orientation, disability, marital status, veteran status or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.
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INSTRUCTIONS TO PROPOSERS

General Project Description
The County of Marin is seeking a consultant to prepare an Organizational Review and Assessment of the Marin County’s Office of Emergency Services (OES) to determine its readiness to address the challenges of the next 10 years - particularly in light of climate change impacts, including fires, Public Safety Power Shutoff (PSPS) events, floods, heat and air quality health public health impacts, among other local emergency events. Additionally, the selected contractor will provide a suggested “path forward” that may include options for changes to the OES organization, mission, governance, and scope of services.

Responsible Parties
Representing the County of Marin in all matters regarding the submission of this RFP package shall be Molly Sargin, Procurement Division.

RFP Questions
Proposers may submit written questions regarding this RFP. All questions must be emailed and received by Tuesday – August 10, 2020 no later than 2:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to above referenced responsible party via email at msargin@marincounty.org.

The subject line shall be: RFP 2805 – Emergency Services Organizational Assessment
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 – August 13, 2020. It is the responsibility of all interested proposers to access the website for this information.

Emails will be sent to contractors that have emailed an intent to respond to msargin@marincounty.org.

Proposal Submittal Requirements
Submitted Proposals must include the form(s) provided with this RFP package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have Offer on Page 21 completed, dated, with firm’s name and signed by a duly authorized officer of the firm.

Proposals not submitted on the form(s) provided may not be considered by the County of Marin, Department of Public Works, Procurement Division.

Proposals are due on Wednesday – August 25, 2021 by 2:00 pm local time. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal 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:
msargin@marincounty.org
All proposals e-mail subject line shall state “RFP 2805 – Emergency Services Organizational Assessment - 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. The County reserves the right to make a multiple award of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

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*The County will make every effort to adhere to the dates indicated above.

**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 himself 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 him 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 him 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, offeror, bidder, vendor, firm, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a bid. The terms County of Marin, County and Department may be used interchangeably in this solicitation.

Interpretation, Correction
The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify msargin@marincounty.org via email 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.”

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue “badgering” of such County personnel by the Proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

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 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 Purchasing Agent. Proposers offering terms other than those shown herein will be declared non-responsive and will not be considered.

***END OF INSTRUCTIONS TO PROPOSERS***
GENERAL PROVISIONS

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.

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. Evaluation scores will not be released until after award of proposal. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

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

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

A selection committee will evaluate each submission and make a recommendation of which individuals, firms, corporations, organizations or teams should be considered.

The Selection Committee may also contact and evaluate the proposer’s references; contact any Proposer to clarify any response; contact any current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at the County of Marin’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.
Addenda
Any changes, additions, deletions or clarifications to this proposal package, including the general provisions and scope of work shall be made by written addendum, issues by the County of Marin, Procurement Division. Addenda will be sent to all known entities 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.

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

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

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

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

Invoicing and Payment
Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be sent in a timely fashion. Invoices shall be mailed through the postal service or transmitted electronically.

Depending on originating charges vendor shall submit an invoice only after services have been rendered.
Assignment and Subcontracting

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

Force Majeure

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

Nondiscriminatory Employee

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, national or ethnic origin, age, religion, 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 location 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.
The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

**Supplier Performance Management Program (SPMP)**
The County of Marin reserves the right to initiate a Supplier Performance Management Program to evaluate and assess supplier/contractor performance. This program includes but is not limited to scheduled contract review, scorecards to measure performance on contract specific metrics, and periodic meetings to review performance and address any corrective action that may need to be taken. The intent is to be mutually beneficial, not only to ensure the supplier/contractor is meeting our expectations, but that the County is communicating our expectations to the supplier/contractor.

**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 Purchasing Agent.

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

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

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

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
   a. Repeated failure to respond within requested 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 or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons proposer (Marin County Ordinance, Chapter 23.12 Nuclear-Free Zone)

https://www.marincounty.org/depts/bs/boards-and-commissions/commissions/peaceconversion

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

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


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 is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer’s acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit found on Page 26 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 or County Contract at the time of execution. Should appropriated funds during the term of the agreement become unavailable for the purpose of the Contract and/or Purchase Order, the County may
cancel the agreement by providing the proposer with written notice. Such notice shall release both the County and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

Compliance or Deviation to Specifications
Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer’s response and listed as such under Exceptions to the Scope of Work on Page 20.

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 FEMA, CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. This contract shall be in accordance with the substantive and procedural laws of the State of California.

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

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

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

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

Debarment and Suspension Certification
Title 49, Code of Federal Regulations, Part 29
The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:
- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to please indicate on Debarment Certification Form (page 21) and/or attach explanation on separate sheet of paper. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility.

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

Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Vendor shall immediately notify the County by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all 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 deniability by County of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

Taxes

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

Tax, California Non-Resident Income and Franchise Tax Withholding

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

***END OF GENERAL PROVISIONS***
PROJECT INFORMATION

Background
The County of Marin is seeking a consultant to prepare an **Organizational Review and Assessment** of the Marin County’s Office of Emergency Services (OES) to determine its readiness to address the challenges of the next 10 years - particularly in light of climate change impacts, including fires, Public Safety Power Shutoff (PSPS) events, floods, heat and air quality health public health impacts, among other local emergency events. Additionally, the selected contractor will provide a suggested “path forward” that may include options for changes to the OES organization, mission, governance, and scope of services.

General Conditions
The issuance of this RFP constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The County reserves the right to seek additional information and/or clarification from the respondent(s), the right to confer with any respondent submitting a response, conduct interviews with any respondent it deems necessary, and the right to reject any or all responses with or without cause. In addition, the County reserves the right to waive any technicalities and to select the response(s), which, in the County’s sole judgement, best meets the requirements of the project. 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.

By submitting a proposal without exceptions, the contracting firm **accepts all terms and conditions** contained in the Professional Services Contract (PSC) – Attachment A.

Contract Term
It is the County’s intent to award this contract for a “Firm Fixed” amount beginning September 15, 2021 and ending approximately December 31, 2021 as project is expected to be completed no later than January 2022.

Extensions are dependent upon situation response needs and 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.

Minimum Experience Requirement
Proposers are required to have a minimum of five (5) years of experience in commercial or government accounts of the same size and scope as described herein. Any proposer who cannot provide verifiable references for this minimum experience requirement will be considered non-responsive.
SCOPE OF WORK

Task 1 – Organizational Review and Assessment

1.1 The consultant will prepare an Organizational Review and Assessment of the Marin County’s Office of Emergency Services (OES) to determine its readiness to address the challenges of the next 10 years - particularly in light of climate change impacts, including fires, Public Safety Power Shutoff (PSPS) events, floods, heat and air quality health public health impacts, among other local emergency events. Additionally, the selected contractor will provide a suggested “path forward” that may include options for changes to the OES organization, mission, governance, and scope of services. Duties include the following and any other duties that might be necessary to complete the scope of services:

- Conduct a detailed examination of the Office of Emergency Services (OES) organizational structure and functions.
- Identify existing organizational priorities.
- Assess the functional assignments and staffing levels required to perform current duties.
- Identify all currently active strategic planning efforts.
- Assess interdepartmental collaboration with all other County departments and local jurisdictions (e.g. Cities and Towns located in Marin County)
- Assess administrative strengths, i.e. financial, supervision and development of staff, risk management coordination and practices and use of technology and identify areas requiring additional support and staffing.
- Gather and analyze data necessary to understand the current Office of Emergency Services (OES) organization
- Collect benchmarking data respecting the departments in comparable counties, identify key trends and patterns in emergency response and identify improvements that can be applied to the County’s response efforts.
- Analyze alternative service delivery models as a possible method to address some or all identified organizational staffing issues.
- Attend a kick-off meeting with staff and working group meetings throughout the duration of the project if required.
- Conduct an analysis of the strengths, weaknesses, opportunities, and threats (SWOT Analysis) for Office of Emergency Services (OES)
- Recommend both short and longer-term improvements or policy options to consider

1.2 Project Methodology.

The selected consultant will coordinate staff meetings from appropriate departments, partner agencies and organizations, schools, and the public to gather the necessary information to successfully research, write and complete the assessment. The selected consultant will attend and lead meetings, clarify any outstanding issues and respond to any comments from the County. As requested, the
selected consultant will prepare progress reports that summarize the anticipated and completed tasks and will update the project schedule as required.

The consultant shall submit a proposed methodology to achieve the project objectives set out above, which should incorporate the following elements:

1. Inventory all services provided by the Office of Emergency Services (OES) and identify the staffing and budget resources applied to each of these services.

2. Meet with and individually interview key stakeholders to obtain comments and observations about current operations, and to provide suggestions for improvements from:
   
i. The Board of Supervisors;
   
ii. The County Administrator;
   
iii. Senior management team (e.g. Department Heads including Fire, Sheriff, Health and Human Services, Public Works and OES leadership)

   v. Leadership of community stakeholders and Disaster Council members, as appropriate

3. Compile and review pertinent background information including:
   
a. Current departmental organization charts and staff count;
   
b. Position descriptions and skills/competencies required (as necessary);
   
c. Major background reports or studies that would be beneficial, including the most recent internal service delivery reviews, organizational reviews, After Action Report (AAR) and Improvement Plans (IP);
   
d. General industry service norms or standards for delivery of services under the responsibility of the Departments.

   e. Analyze background information to identify key patterns and trends, from which a structured questionnaire would be prepared to obtain pertinent information from employees and stakeholders, to include:

   f. Identification of strengths and weaknesses in the present organization set-up (and comparison with previous structures);
   
g. Relations with other County departments including documenting extent and nature of interaction;

   h. Services including suggestions/comments for improving quality of services provided, cost saving initiatives and on-time delivery;

   i. Suggest priority items that would increase the department’s efficiency and/or cost effectiveness.
4. Analyze the results of the consultant’s efforts whether in the form of interviews, questionnaires or both to identify:
   a. Significant patterns and trends in perceptions regarding the current level of services provided, organization structure, reporting relationships, and position functions;
   b. Any duplication/overlap of effort within the county as well as within the Office of Emergency Services; and
   c. Provide recommendations on how to deliver services in a more efficient and cost effective manner.

5. Collect benchmarking data respecting the Offices of Emergency Services (OES) in comparable counties, identify key trends and patterns in emergency response efforts and identify improvements that can be applied to the County’s emergency response.

6. Analyze alternative organizational structures and reporting models as a possible method to address future response needs or any identified gaps in organizational response including staffing issues.

1.3 The County requires entire project completion no later than January, 2022. The deliverables and due dates are:

   • Provide a summary of the strengths and weakness of the overall structure of the Office of Emergency Services (OES) relative to current and projected service needs.
   • Review the current organizational structure of the department and its division’s current procedures and systems, and the resources allocated to the department, with regard to the operational requirements and objectives that have been assigned to the department.
   • Identify strengths and weaknesses of the organizational structure, operating procedures and systems, and allocated resources, to determine the most cost-effective and strategic way to structure the Office of Emergency Services (OES) to meet current and future needs, taking into account other stakeholder partnerships that exist or could be created within other County departments.
   • Incorporate in the analysis a comparison of the Office of Emergency Services (OES) overall organizational structure including a more detailed review of the department’s operating procedures and systems, and allocated resources for similar departments in other Counties of similar demographics and size, with emphasis placed on identifying those regarded as employing best practices.
   • Recommend practical, achievable, and realistic revisions/adjustment to the overall Office of Emergency Services (OES) organizational structure, which may include recommendations concerning reporting relationships, position titles and job functions that would:
     a. Clarify roles, responsibilities, and authority of management staff;
     b. Eliminate duplication and overlap of responsibilities within the department and between other County departments;
     c. Improve the delivery time and quality of services provided by the Office of Emergency Services
     d. Improve communications with internal departments and key external stakeholders.
Task 2 – Operational Review

2.1 The consultant will prepare an Operational Review of the Marin County Sheriff’s Office of Emergency Services (OES). Additionally, the selected contractor will review the Office of Emergency Services operational functions and workflow process for each area.

- Identify current performance measures and based on industry standards.
- Produce an updated description of each job and produce a classification system based on job content analysis;

2.2 Recommendations

- Identify best practices and performance measures that should be adopted by the County.
- Recommend both short and long-term improvements including an optimal organizational model
- Provide recommendations for streamlining procedures and processes for current and required functions
- Identify cost saving technologies to support current and future programs and operations
- Provide training recommendations to improve operations and support succession planning
- Identify staffing requirements, both current and future
- Identify performance measures that should be adopted by the County

The development of the assessment shall be guided by an application of the Emergency Management Accreditation Program (EMAP) Emergency Management Standard including a review of the Marin County Sheriff’s Office of Emergency Services (OES) in each of the 16 EMAP Program Elements:

EMAP program elements consist of the following:

- Program management,
- Administration and finance,
- Laws and authorities,
- Hazard identification, risk assessment and consequence analysis,
- Hazard Mitigation,
- Prevention and security,
- Planning,
- Incident management,
- Resource management,
- Mutual Aid,
- Communications and Warning,
- Operations and Procedures,
- Facilities,
- Training,
- Exercises, Evaluations and Corrective Actions,
- Crisis Communications, Public Education and Information
Additionally, the current OES program should be assessed against the standards and guidance in NFPA 1600 “Standard on Continuity, Emergency, and Crisis Management” and/or NFPA 1660 “Standard on Community Risk Assessment, Pre-Incident Planning, Mass Evacuation, Sheltering, and Re-Entry Programs.

***END OF SCOPE OF WORK***
EXCEPTIONS TO THE SCOPE OF WORK

Contractors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Attach an additional sheet if more space is necessary. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance.

<table>
<thead>
<tr>
<th>Section or Page number</th>
<th>Description of exception</th>
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***END OF EXCEPTIONS***
OFFER

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL 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

PROPOSER CERTIFIES THE FOLLOWING

BUSINESS IS OPERATED AS:  

_____ AN INDIVIDUAL

_____ A PARTNERSHIP

_____ A CORPORATION

INCORPORATED IN THE

STATE OF ______________________

Company Name: ____________________________________________

Company Address: ____________________________________________

Company Phone: ____________________________________________

Company Website: ____________________________________________

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER:

X____________________________________________

PRINTED NAME: _____________________________________________

TITLE: _____________________________________________

DATE: _____________________________________________

E-MAIL ADDRESS: _____________________________________________
COST PROPOSAL

Please provide hourly cost for each position listed. Additional team members or associated costs should be identified on the spaces provided.

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<tr>
<th>Position</th>
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<td>PROJECT EXECUTIVE</td>
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<td>PROJECT MANAGER</td>
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<td>SENIOR SPECIALIST</td>
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<td>ACCOUNTING SPECIALIST</td>
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<td>ADMINISTRATIVE ASSISTANT</td>
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Additional Positions Not Referenced or Additional Costs

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APPROXIMATE TOTAL COST OF CONTRACT $
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 three years) or present clients for whom these individuals have performed consulting services.

1. Number of years in business: _________________________________

2. Current average number of employees: ________________________

3. List three (3) Former or Current accounts for contact as reference.

Name: __________________________________________________________________________________________________________
Address: _________________________________________________________________________________________________________
Contact Person: __________________________________________________________________________________________________
Phone number: ____________________________________________________________________________________________________
Event: __________________________________________________________________________________________________________

Name: __________________________________________________________________________________________________________
Address: _________________________________________________________________________________________________________
Contact Person: __________________________________________________________________________________________________
Phone number: ____________________________________________________________________________________________________
Event: __________________________________________________________________________________________________________

Name: __________________________________________________________________________________________________________
Address: _________________________________________________________________________________________________________
Contact Person: __________________________________________________________________________________________________
Phone number: ____________________________________________________________________________________________________
Event: __________________________________________________________________________________________________________
STATEMENT OF QUALIFICATIONS

Proposers shall provide up to a one-page narrative as to supplier’s interests, abilities and qualifications related to this solicitation. Please include examples: knowledge, expertise and/or experience with other related work. Please attach statement or use space below.

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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

DEPARTMENT OF PUBLIC WORKS

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

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

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

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

RECITALS:

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

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

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

1. **SCOPE OF SERVICES:**

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

2. **FURNISHED SERVICES:**

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

3. **FEES AND PAYMENT SCHEDULE:**

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

4. **MAXIMUM COST TO COUNTY:**

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

5. **TIME OF CONTRACT:**

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

**Commercial General Liability:**

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

**Commercial Automobile Liability:**

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

**Workers’ Compensation:**

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

**Errors and Omissions, Professional Liability or Malpractice Insurance:**

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

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

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

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

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

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

8. **SUBCONTRACTING:**

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

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

10. **LICENSING AND PERMITS:**

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

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

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

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

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

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

13. **TERMINATION:**

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

   B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

   C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

   D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).
14. **APPROPRIATIONS:**

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

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

15. **RELATIONSHIP BETWEEN THE PARTIES:**

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

16. **AMENDMENT:**

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

17. **ASSIGNMENT OF PERSONNEL:**

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

18. **JURISDICTION AND VENUE:**

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

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

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

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

- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.
21. **NOTICES:**

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

**Contract Manager:**

**Dept./Location:**

**Telephone No.:**

Notices shall be given to Contractor at the following address:

**Contractor:**

**Address:**

**Telephone No.:**

22. **ACKNOWLEDGEMENT OF EXHIBITS**

☐  *Check applicable Exhibits*  

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<tr>
<th>EXHIBIT</th>
<th>CONTRACTOR’S INITIALS</th>
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<tr>
<td>A. Scope of Services</td>
<td>Example</td>
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<td>B. Fees and Payment</td>
<td>Example</td>
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<td>C. Insurance Reduction/Waiver</td>
<td>Example</td>
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<tr>
<td>D. Federal Provisions</td>
<td>Example</td>
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**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: ________________________________
EXHIBIT D
FEDERAL PROVISIONS

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

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

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

III. CLEAN AIR ACT (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)
   a. Contractor agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
   b. Contractor agrees to report each violation to The County of Marin and understands and agrees that the County of Marin will, in turn, report each violation to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
   c. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provide by FEMA.
IV. FEDERAL WATER POLLUTION CONTROL ACT (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)
   a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
   b. Contractor agrees to report each violation to the County of Marin and understands that The County of Marin will, in turn, report each violation to FEMA, and the appropriate Environmental Protection Agency Regional Office.
   c. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provide by FEMA.

V. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)
   a. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).
   c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. PROCUREMENT OF RECOVERED MATERIALS
   a. In the performance of the Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
      i. Competitively within a timeframe providing for compliance with the contract performance schedule;
      ii. Meeting contract performance requirements;
      iii. At a reasonable price.
   b. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website. https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
   c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act”.

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

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers or other construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
   a. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
   b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in VII(a) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in VIII(a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty
(40) hours without payment of the overtime wages required by the clause set forth in VIII(a) of this section.

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

d. **Subcontracts:** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in VIII(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in VIII(a) through (d) of this section.

IX. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGOS, FLAGS**

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

X. **ACCESS TO RECORDS**

a. Contractor agrees to provide the County of Marin, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d. In compliance with the Disaster Recovery Act of 2018, the County of Marin and Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XI. **NO OBLIGATION BY FEDERAL GOVERNMENT**
a. The Federal Government is not a party to the Agreement or this Exhibit and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
a. Contractor acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to the Agreement.

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

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

a. During the performance of the Agreement, Contractor agrees as follows:
   i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
   iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other
employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

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

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government,
the above equal opportunity clause is not applicable to any agency, instrumentality or
subdivision of such government which does not participate in work on or under the
contract. The applicant agrees that it will assist and cooperate actively with the
administering agency and the Secretary of Labor in obtaining the compliance of
contractors and subcontractors with the equal opportunity clause and the rules,
regulations, and relevant orders of the Secretary of Labor, that it will furnish the
administering agency and the Secretary of Labor such information as they may require
for the supervision of such compliance, and that it will otherwise assist the
administering agency in the discharge of the agency's primary responsibility for
securing compliance. The applicant further agrees that it will refrain from entering into
any contract or contract modification subject to Executive Order 11246 of September
24, 1965, with a contractor debarred from, or who has not demonstrated eligibility
for, Government contracts and federally assisted construction contracts pursuant to
the Executive Order and will carry out such sanctions and penalties for violation of the
equal opportunity clause as may be imposed upon contractors and subcontractors by
the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of
the Executive Order. In addition, the applicant agrees that if it fails or refuses to
comply with these undertakings, the administering agency may take any or all of the
following actions: Cancel, terminate, or suspend in whole or in part this grant
(contract, loan, insurance, guarantee); refrain from extending any further assistance
to the applicant under the program with respect to which the failure or refund
occurred until satisfactory assurance of future compliance has been received from
such applicant; and refer the case to the Department of Justice for appropriate legal
proceedings.

XV. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or
repair above $2,000 where the Davis-Bacon Act also applies; 44 CFR §13.36(i)(4))
   a. Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as
      supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable,
      which are incorporated by reference into the Agreement.
   b. Contractor or subcontractor shall insert in any subcontracts the clause above and such other
      clauses as FEMA may by appropriate instructions require, and also a clause requiring the
      subcontractors to include these clauses in any lower tier subcontracts. The prime contractor
      shall be responsible for the compliance by any subcontractor or lower tier subcontractor with
      all of these contract clauses.
   c. A breach of the contract clauses above may be grounds for termination of the Agreement,
      and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

XVI. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of $2,000
awarded by grantees and subgrantees when required by Federal grant program legislation;
a. To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County’s expenses incurred in connection with the services provided under the Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Agreement.

b. Contractor shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

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

a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

b. Unless the Government later makes a contrary determination in writing, irrespective of Contractor’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401.

c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

a. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DO NOT RETURN WITH PROPOSAL

__________________________________  ________________________________
Contractor Signature                Date
PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted as part of the proposal package to msargin@marincounty.org.

a. Exceptions to the Scope of Work Page 20
b. Offer Page 21
c. Cost Proposal Page 22
d. Debarment and Suspension Certification Page 25
e. Non-collusion Affidavit Page 26

The following information can be submitted on provided forms or alternative format but must be included as part of the proposal submission.

f. References and Performance Page 23
g. Statement of Qualifications Page 24

Successful Proposer shall be required to furnish:

a. Certificate of Liability Insurance
b. Additional Insured Endorsement naming County of Marin as additional insured
c. W-9