



Project No. 41C2301

REQUEST FOR PROPOSALS

ENGINEERING SERVICES

Marin Civic Center

HVAC System Assessment & Recommendation

3501 Civic Center Drive, San Rafael

Issued August 10, 2022

Proposals Due:

August 31, 2022

By 3:00 PM

Contact:

Erin Riley

Capital Planning & Senior Project Manager

Marin County Department of Public Works

eriley@marincounty.org

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I. INTRODUCTION & BACKGROUND

The County of Marin is seeking proposals from qualified consultants to prepare a comprehensive, professional HVAC System Assessment of the Marin County Civic Center located at 3501 Civic Center Drive in San Rafael. The purpose of the HVAC System Assessment is to provide documentation and analysis of the HVAC system conditions and to provide a holistic, systemic approach to energy efficient repair, replacement, and/or retrofit recommendations in a Multi-Year Capital Plan.

The Frank Lloyd Wright designed Marin County Civic Center includes two connected buildings aligned at 120°; the Administration Building (Admin), completed in 1962, and the Hall of Justice (HOJ), completed in 1970. Most of the HVAC system components are original to the respective building construction dates; systems have been maintained, but few replacements have occurred over the past 60 years.

The Marin County Civic Center is occupied by various County of Marin Departments and The Superior Court of California.

II. SCOPE OF WORK

Marin County Civic Center air handling units, and supporting HVAC components, are reaching the end of useful life; 96% of AC units are original to the building. The HVAC System Assessment will determine an overall refurbishment/replacement plan taking into account all equipment as an integrated system. The assessment will consider overall cost, energy efficiency as it relates to the Marin County Climate Action Plan 2030, and robust new or retrofit equipment that will meet ASHRAE, ANSI, and ACCA standards for durability and life expectancy.

TASK 1: HVAC System Condition Assessment

- A. Research, survey, inspect and document the condition of the HVAC system in the two buildings that make up the Marin Civic Center.

Consultant shall employ a combination of document review, visual observations, and user interviews to compose an accurate and comprehensive assessment of the conditions of the facility. The survey shall include HVAC components, including but not limited to:

- The HVAC system as a whole, including the Mechanical, Plumbing and Controls related to the Mechanical System, i.e.
 - AC Units – 11 in Admin, 17 in HOJ
 - Cooling towers – 2
 - Centrifugal chillers - 3
 - Boilers – 3
 - Control system – currently Andover, a replacement system has not been chosen
 - Plumbing related to HVAC – hot and cold water loops
 - VFDs
 - Pumps – condenser water, chiller water, and boiler
 - Liebert units and associated cooling towers

The survey shall be comprised of 1) documentation of the area/quantity, material, and age of each component; 2) A written description of the current physical condition of each component; and 3) An inventory of equipment including location, manufacturer, model and serial numbers, model year, capacity, and condition.

In addition to a written description of the condition of each surveyed item, each item shall be evaluated using the following qualitative system:

- Good - Component or system is sound and performing its function.
- Fair - Component or system is performing adequately currently but exhibits deferred maintenance, evidence of prior repairs, is obsolete, or is approaching the end of its typical usable life.
- Poor - Component or system has either failed or cannot be relied upon to continue performing due to excessive deferred maintenance, exceeded life expectancy, or other material defect.

Conditions should be documented with photographs, with the photo locations mapped onto a building or site plan for reference.

- B. Perform a review of supplemental studies performed by the County, including but not limited to: County of Marin Civic Center Environment Survey, March 2021.

TASK 2: HVAC System Recommendation

A. Multi-Year Capital Plan

- Provide recommendations for a multi-year capital plan to modernize the Marin Civic Center HVAC System based on items identified during the condition assessment, and;
- Recommendations for a new HVAC system in compliance with current building codes, including but not limited to compliance with the following, and;
 - i. ASHRAE, ANSI, and ACCA Standards
 - ii. 2019 California Green Building Standards Code, Title 24, Part 11
 - iii. Building and Life/Safety Codes
 - iv. Local Zoning Ordinances
- Recommendation of an energy efficient HVAC system with consideration for the following documents, and;
 - i. [Marin County Unincorporated Area Climate Action Plan 2030](#)
 - ii. [Drawdown: Marin Strategic Plan](#)
- Provide rough order of magnitude (ROM) cost estimates to perform needed/recommended repairs, replacements, and/or retrofits, and;
- Provide a system of prioritization, and a ranked list of the needed/recommended work utilizing the prioritization system; and

- A multi-year implementation plan using the ranking system, and other factors if applicable, based on a reasonable forecasted cash-flow to be provided by the County's Department of Public Works.

TASK 3: Final Report

- A. At the end of the assessment process, the Consultant shall present their findings and recommendations in a concise, illustrated report. The report should include all the information collected during the prior three tasks, and shall be organized as follows:
- Executive Summary;
 - Background Narrative documenting the data gathering and assessment processes;
 - Detailed reporting on the findings of the HVAC System Condition Assessment;
 - The final HVAC System Recommendation in a Multi-Year Capital Plan, including recommendation for an energy efficient, robust solution including repair, replacement, and/or retrofit, prioritization process, budgets and cost estimates;
 - Appendix, including all final building condition data, charts/diagrams/illustrations, and other documents, in digital format, generated during the assessment process.

III. DESIRED QUALIFICATIONS

The HVAC consultant should demonstrate successful and verifiable experience in providing services for similar projects and for public sector clients. The successful proposal will clearly demonstrate that the consultant is:

- A professional firm whose sole source of income is derived from the professional services they offer to the clients they represent;
- A professional firm without any affiliation with contractors, suppliers, manufacturers, or any interest that could be construed as a conflict of interest to the proposed project;
- A professional firm that has experience delivering projects of similar scope and size. The consultant should demonstrate successful and verifiable experience in providing such services for similar public-sector facility projects and for public sector clients as described in the Scope of Work section; and
- A project team possessing exceptional problem solving, interpersonal, and communication skills.

IV. PROPOSAL SUBMITTALS

Proposals shall be submitted electronically via email to eriley@marincounty.org. **August 31, 2022, by 3:00 PM.**

Proposals shall include **two separate PDFs**, each with the firm's name included in the file name:

- Submittal Document 1: Statement of Qualifications
- Submittal Document 2: Cost Proposal

This section covers the general and background information each firm is to provide when submitting their proposal.

SUBMITTAL DOCUMENT 1: Statement of Qualifications

The Statement of Qualifications document should include an executive summary, information on the project team, and descriptions of past work on similar projects and cost, as described below. Fewer

pages are better and please do not include the firm's complete project portfolio. All information requested should be provided within a **MAXIMUM of TEN (10) PAGES.**

The proposal should be organized in the following format and must contain, at a minimum, all listed items in the sequence indicated below. Within each section of the response, address the requirements in the order in which they appear below:

Section 1: Cover Letter

Each proposal received must include a letter of submittal including the following:

- Identify the submitting organization; including the company name, business address, including headquarters and all local offices and telephone numbers.
- Identify the name, title, telephone numbers, and e-mail address of the person or persons authorized by the organization to contractually obligate the organization and to be contacted for clarification of the proposal response;
- Statement of Understanding: Demonstrate an understanding of the project scope of work. Provide a brief statement indicating your overall understanding of the County's objectives, and the consultant services being requested.
- Project Approach: Demonstrate an understanding of the project issues. Include a short discussion of your intended approach to delivering the services, which demonstrates an understanding of the underlying issues, challenges, and goals of the effort. Include strategies to meet the County's unique project objectives.
- Be signed by the person authorized to contractually obligate the organization; and,
- Acknowledge receipt of any, and all, addenda to this RFP.

Section 2: Project Team

- List of the proposed team members, with the role(s) and scope of work of each team member clearly described
- Resumes for the Team Lead and any additional key staff

Section 3: References and Experience

Proposer shall include a statement of relevant experience with similar projects, including experience preparing HVAC System Assessment reports. It should thoroughly describe the firm's experience and success as well as the experience and success of sub-consultants, if applicable in providing and / or supporting the proposed project.

- Describe experience with a minimum of two (2) projects of the size and scope similar to this project. For each project description provide the following information:
 - Project name and location
 - Brief description of the project and the contracted scope of work
 - Month and year services began and ended
 - Firm's project team
 - Client name, address, contact person and telephone. *Please verify in advance that the contacts provided are still currently employed and they are willing to serve as a reference.*
- You may wish to provide additional written materials illustrating the firm and/or proposed project team members' relevant experience. If sub-consultants are to be used, provide documentation of the firm/individual's qualifications. Additional materials should be limited to keep the overall proposal submission within the maximum page count specified.

SUBMITTAL DOCUMENT 2: Cost Proposal

The Cost Proposal document should include your firms fee proposal with billing rates, an estimated schedule for performing the work, and insurance documents. There is no set page limit for this document.

Section 1: Fee Breakdown

Proposers shall submit a not-to-exceed fee proposal for the full scope of services required to prepare the HVAC System Condition Assessment. The fee proposal shall be broken down by the following tasks, as described in detail in Section II of this RFP:

TASK 1: HVAC System Condition Assessment

TASK 2: HVAC System Repair/Replacement/Retrofit Recommendations

TASK 3: Final Report and supporting digital documentation of gathered data

The Fee Proposal may include an allowance for reimbursable expenses, as required. Travel expenses are not reimbursable.

Proposers shall include a copy of billing rates for all team member to be applied during the term of the contract. The term of the contract shall be up to 24 months. Should the project extend beyond the 2-year term, the fee for the balance of service may be renegotiated and the contract extended by addendum.

Section 2: Project Schedule

Proposer shall submit a baseline project schedule to illustrate their target timeline for the delivery of the services. The schedule should provide target durations for each TASK, with estimated durations for key sub-tasks. Tasks should occur concurrently whenever appropriate.

Section 3: Proof of Insurance

Consultant shall provide a certificate(s) of insurance or a copy of their insurance declaration page(s) with their proposal as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the sample Professional Services Contract, provided as Attachment 1 of this RFP. In addition, Consultant shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies naming the County of Marin additional insured.

V. SELECTION PROCESS AND CRITERIA

A DPW selection committee will review and evaluate submitted proposals and develop a ranked list of proposers. The following criteria and scoring sheet will be used to evaluate submittals:

| Criteria | Available Points |
|--|-------------------------|
| 1. Understanding of and ability to deliver full scope of services. | 25 |

| | |
|--|------------|
| 2. Understanding of and strategies to meet the County’s unique project objectives. | 50 |
| 3. Team qualifications and similar project experience. | 25 |
| TOTAL POINTS | 100 |

The selection committee will rank each firm based on the scoring results and determine if interviews are necessary. The County will select the highest-ranked Proposer and negotiate a final contract scope and cost. If the County is unable to reach an agreement with the selected Consultant, the County will proceed to negotiate with next highest-ranked Proposer.

VI. SCHEDULE

County will make every effort to adhere to the following anticipated schedule; however, this calendar is subject to change:

| EVENT | DATE |
|--|----------------------------|
| RFP Issued | August 10, 2022 |
| Preproposal Meeting at the Marin Civic Center 3501 Civic Center Drive, Room 105 | August 23, 2022, 11:00 |
| Submission of Proposal by 3:00 pm | August 31, 2022 |
| Ranking and Possible Interviews | Through September 14, 2022 |
| Notice of Selection | September 2022 |
| Approval by Board of Supervisors | October 2022 |

VII. SUBMISSIONS AND INQUIRIES

Proposals are due by **3:00 PM, August 31, 2022**. Proposals are to be emailed to eriley@marincounty.org.

All other communication will be through email directed to eriley@marincounty.org.

VIII. 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, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the 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. The County may conduct interviews with any respondent it deems necessary.

The County of Marin reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the County's sole judgment, best meets the requirements of the project.

The County of Marin Standard Contract is attached to this RFP. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement.

IX. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the County's procurement policy and procedures.

Acceptance of Conditions Governing the Procurement

Firm must indicate their acceptance of these general requirements and conditions governing the procurement.

Incurring Cost

Firm agrees to incur all costs associated with the submission of the proposal, or in making necessary studies or designs for the preparation thereof. Further, no reimbursable cost may be incurred in anticipation of an award.

Guarantee of Proposal

Responses to this RFP will be considered firm and irrevocable for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer, if one is submitted.

Form of Proposals

No oral, telephone, or facsimile proposals will be accepted.

Late Responses

All proposals submitted in response to this RFP later than the due date and time will be rejected and sent back to the vendor unopened.

County/Architect Form of Agreement

The form of agreement for this project will be the County of Marin standard professional services agreement (attached). Please note that the Architect will be asked to respond in writing prior to the submission of their proposal that they accept this agreement. The County will not negotiate changes to this agreement.

California Public Records Act (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (PRA, California Government Code §6250 and following).

Confidentiality

Each proposal, including all documentation submitted in response to this RFP, will be kept confidential until execution of a final agreement, whereas such time all documents become public records under state and local law. The County will not return the original or copies of the RFP response, including

any proposals, and any such proposals will be considered public documents regarding which no expectation of compensation or claim of ownership shall remain with the proposer.

Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Firms agree to provide the County with a valid e-mail address to receive this correspondence.

Use of Electronic Versions of the RFP

This RFP is being made available by electronic means. By accepting by such means, the proposing firm acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Vendor's possession and the version maintained by the County, procurement manager, the version maintained by the County must govern.

Reservations

The County reserves the right to take the following action(s) at any time, for its own convenience, and at its sole discretion:

- (1) Reject any and all proposals.
- (2) Cancel the RFP, 72 hours prior to award and issue a new RFP any time thereafter. Extend any or all deadlines specified in the RFP, including deadlines for accepting responses.
- (3) Waive any minor informality, minor irregularity, immaterial defect or technicality in proposals received when deemed to be in the best interest of the County.
- (4) Disqualify any vendor because of any real or apparent conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the County.
- (5) Reject the proposal of any vendor that is in breach of or in default under any other Agreement with the County.
- (6) Reject any proposal deemed by the County to be non-responsive, or submitted by a vendor deemed to be unreliable, unqualified, or not responsible.
- (7) Accept all or only a portion of the proposal as provided by the firm.

Disclaimer

This document will not be construed as a request or authorization to perform work or supply product at the County's expense. This RFP does not represent a commitment to contract for services. The information in this RFP is accurate to the best of the County's knowledge but is not guaranteed to be correct or complete.

X. ATTACHMENTS AND LINKED DOCUMENTS

1. Sample Marin County Professional Services Contract
2. [Marin County Unincorporated Area Climate Action Plan 2030](#)
3. [Drawdown: Marin Strategic Plan](#)
4. County of Marin Environmental Survey, March 2021- contact eriley@marincounty.org for document

**COUNTY OF MARIN SAMPLE
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. **RELATIONSHIP BETWEEN THE PARTIES:**

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

16. **AMENDMENT:**

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

17. **ASSIGNMENT OF PERSONNEL:**

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

18. **JURISDICTION AND VENUE:**

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

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

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

Exhibit D - Debarment Certification

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

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

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

21. NOTICES:

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

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR’S INITIALS

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

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 "A"
SCOPE OF SERVICES