

# DEPARTMENT OF PUBLIC WORKS

## THE MARIN COUNTY DEPARTMENT OF PUBLIC WORKS BUILDING MAINTENANCE DIVISION

### REQUEST FOR PROPOSAL (RFP)# 2828 FOR

### JANITORIAL FLOOR MAINTENANCE SERVICES (12 LOCATIONS)

**RELEASE DATE: NOVEMBER 17, 2022**

On behalf of the Marin County Department of Public Works Building Maintenance Division the Marin County Procurement Division is seeking to contract for janitorial floor maintenance services as described in this solicitation.

Proposal packages will be received through WEDNESDAY DECEMBER 21, 2022 UNTIL 2:00PM local time, at the Marin County Procurement Division, 3501 Civic Center Drive Room 304, San Rafael, Ca 94903.

Any proposer who wished their proposal to be considered is responsible for making certain that the completed proposal, including all RFP documents, is received in the Procurement office by the proper time. Proposals received after the scheduled submittal deadline will be returned unopened.

Copies, alternative formats and auxiliary aids of this RFP will be made available upon request by contacting the Procurement Division at [PROCUREMENT@MARINCOUNTY.ORG](mailto:PROCUREMENT@MARINCOUNTY.ORG)

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

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

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## INSTRUCTIONS TO PROPOSERS

### General Project Description

Marin County Building Maintenance Division is responsible for providing janitorial floor services to various Marin County locations and is seeking to contract for janitorial floor maintenance services for the listed twelve (12) locations and properties as described in this solicitation. All interested parties should submit proposals that include labor, material, tools, equipment, transportation, personal protection equipment, storage, supervision, and any applicable services or additional costs required to execute these services in accordance with the given specifications.

### Pre-Proposal Conference

There will be a mandatory pre-proposal conference/site visit scheduled by the County.

**Date/Time: TUESDAY, NOVEMBER 29, 2022 @ 9:00 AM**

#### Locations:

- 1) Children's Center, #2 Jeanette Prandi Way, San Rafael, CA
- 2) Juvenile Service Center, #4 Jeanette Prandi Way, San Rafael, CA
- 3) Juvenile Hall, #16 Jeanette Prandi Way, San Rafael, CA
- 4) Marin City Sheriff's Substation, 850 Drake Blvd, Marin City, CA
- 5) Kentfield Sheriff's Substation, 831 College Ave., Kentfield, CA
- 6) Point Reyes Sheriff's Substation, 101 4th St. Point Reyes Station, CA
- 7) Nicasio Corp Yard, 5600 Nicasio Valley Rd., Nicasio, CA
- 8) Civic Center Admin Building, 3501 Civic Center Dr., San Rafael, CA
- 9) Civic Center Hall of Justice Building, 3501 Civic Center Dr., San Rafael, CA
- 10) Marin County Jail, 13 Peter Behr Dr., San Rafael, CA
- 11) General Services (Garage/Radio Shop/Roads). 2, 4 and 6 Peter Behr Dr., San Rafael, CA
- 12) County Airport, 353 Airport Rd., Novato, CA

### Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be emailed and received by **WEDNESDAY, DECEMBER 7, 2022 no later than 4:00 PM local time**. Questions asked after this date and time will not be considered. All questions shall be submitted to the Procurement Department via email, [PROCUREMENT@MARINCOUNTY.ORG](mailto:PROCUREMENT@MARINCOUNTY.ORG)

The subject line shall be: **RFP 2828 – Janitorial Floor Maintenance Services QnA**

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website on **WEDNESDAY, DECEMBER 14 2022**. It is the responsibility of all interested proposers to access the website(s) for this information.

## Submittal Requirements

Submitted responses must include the form(s) provided with this solicitation 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 a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

One (1) written original (marked as such) and one (1) electronic copy proposal on a thumb drive are due on **WEDNESDAY, DECEMBER 21, 2022, no later than 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:

Marin County – Procurement Division  
3501 Civic Center Drive STE 304  
San Rafael, CA 94909

All proposals shall be clearly marked “RFP 2828 – Janitorial Floor Maintenance Services (12 Locations) - *Do Not Open*” on the outside of the proposal package.

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 multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

## Timeline of Events

The County of Marin will make all attempts to adhere to the following timeline.

RFP 2828 TIMELINE OF EVENTS	
<b>Release of RFP</b>	<b>Wednesday, November 17, 2022</b>
<b>Pre-Proposal Site Visit/Walk-through</b>	<b>Tuesday, November 29, 2022</b>
<b>Deadline to Submit Questions</b>	<b>Wednesday, December 7, 2022 – No Later than 4:00 PM</b>
<b>Responses to Questions</b>	<b>Wednesday, December 14, 2022</b>
<b>Proposal Submission Deadline</b>	<b>Wednesday, December 21, 2022 – No Later than 2:00 PM</b>
<b>Intent to Award Winner</b>	<b>December 28, 2022 (Tentative)</b>
<b>Board Award Date (If Needed)</b>	<b>To Be Determined</b>
<b>Tentative Contract Start Date</b>	<b>Wednesday, February 1, 2023</b>

## Opening of Proposals

Proposals will not be publicly opened or read.

## Informed Proposers/ Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer's own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. 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, supplier and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation interested or submitting a proposal. The terms County of Marin and Department; quote, bid, proposal; contract, and purchase order, 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 the responsible party of such concern in writing via email at [PROCUREMENT@marincounty.org](mailto:PROCUREMENT@marincounty.org) and request clarification or modification of the document(s) no later than the date specified in the RFP questions section.

## Prices, Negotiations and Mistakes

All prices and notations must be in type or ink. 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
- b) may be withdrawn prior to the opening date only by written request of the proposer

## Terms of the Offer

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

**\*\*\* END OF INSTRUCTIONS TO PROPOSERS \*\*\***



## GENERAL PROVISIONS

The provisions in this section, with the exception to the Evaluation Criteria and Invoicing address, cannot be altered without prior approval by County Counsel and Procurement

### Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be the PROCUREMENT DIVISION, [PROCUREMENT@MARINCOUNTY.ORG](mailto:PROCUREMENT@MARINCOUNTY.ORG).

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.

### Award of Contract

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 the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this 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 10**.

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

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.

EVALUATION CRITERIA	PERCENTAGE
Company’s Background (size, structure of firm), History and Experience in performance of comparable work.	15 %
Qualifications of personnel and assigned supervisors, including number of years of recent Janitorial Service experience.	15 %
References/Performance History	15 %
Contractor’s demonstrated competence	15 %
Proposal submission – quality and completeness relative to the description given in the RFP	15 %
Contractor’s concept and understanding of the County of Marin’s goals and intent for the maintenance of the H&HS County properties, including but not limited to, adherence to the Living Wage Ordinance and IPM Ordinance & Policy.	15 %
Offer Price	10 %
<b>Total</b>	<b>100%</b>

## Preferences

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

1. *Local Business Preference* - In accordance with County of Marin Code **3.10** there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. *Workforce Development Preference* - In accordance with County of Marin Code **2.50.070** Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.
3. *Recycled Product Preference* - In accordance with County of Marin Code **3.08** there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products.

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

## Supplier Performance Management Program (SPMP)

The Supplier Performance Management Program may be used to evaluate and assess contractor performance. This program may include 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.

## Addenda

Any changes, additions, deletions or clarifications to this proposal package shall be made by written addendum, issued by the County of Marin. Addenda will be sent to all known entities in receipt of the solicitation and shall be incorporated in the proposal. The proposer shall sign and date the addendum and submit with their response to the solicitation.

Addenda issued within five (5) calendar days of the proposal opening date/time shall be cause for extension of the opening date, if so 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.
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## 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 made per division. Invoices shall be mailed through the postal service. Purchase Orders are required for each order placed and invoices should reference the associated purchase order.

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following addresses:

COUNTY OF MARIN DPW  
Building Maintenance  
PO Box 4186, San Rafael, CA 94903

## 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

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection or volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

## 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 Titles I and II of the Americans with Disabilities Act (ADA), Sections 508 and 504 of the 1973 Rehabilitation Act as amended in 1998 in that the contractor's hiring practices do not discriminate against disabled persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor

understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

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

The Contractor shall comply with 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.

## 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 five (5) 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, or any portion thereof, 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 time-frame
  - 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)

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

## 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.

## Joint Procurement

In accordance with 2 C.F.R §200.318(e) Intergovernmental agreements for procurement or use of common goods and services is encouraged by federal procurement guidelines. Joint procurement is a contracting method in which two or more agencies agree from the outset to use a single solicitation document and enter into a single contract for goods or services. The proposer understands in providing a response to this solicitation, that a single contract will be issued for the benefit of all agencies identified within the solicitation.

## 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 shall be signed and returned with the submitted proposal.

## Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the proposer with written notice. Such notice shall release both the County and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the County the balance of any advance payment made for orders of goods and/or services 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.

## 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 the Federal Emergency Management Agency (FEMA), Homeland Security, CAL-OSHA, FED-OSHA, Environmental Protection Agency (EPA), Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), the California State Department of Health and Human Services (CalHHS) 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 Wildlife area. 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.

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

## Conformity with Law and Safety

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

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

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

## Attorney's Fees

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



## Proposer Agreement to Terms and Conditions

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

## Right to Audit

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

## California Public Records Act (CPRA)

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

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

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

## Taxes

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

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

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and 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

Marin County Building Maintenance Division is responsible for providing janitorial floor services to various Marin County locations and is seeking to contract for janitorial floor maintenance services for the listed twelve (12) locations and properties as described in this solicitation. All interested parties should submit proposals that include labor, material, tools, equipment, transportation, personal protection equipment, storage, supervision, and any applicable services or additional costs required to execute these services in accordance with the given specifications.

### General Conditions

The issuance of this solicitation 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 solicitation. 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. The County 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 requirement of the project. In the event that the solicitation 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 a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

An example of the County of Marin General Services Agreement [GSA] is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample General Services Agreement attached. Additional terms and conditions may be required and may be negotiated after award.

### Submittal Requirements

One (1) written original (marked as such) and one (1) of copy of an electronic copy proposal on a thumb drive etc.

### Contract Term

It is the County's intent to award this contract with an initial contract term of 1 year. The initial term will tentatively be **FEBRUARY 1, 2023 – JANUARY 31, 2024**. The County reserves the right to mutually extend the contract for up to four (4) additional years; in one-year increments.

### Pricing

Prices quoted shall be firm and fixed through the contract term and shall not exceed the specified amount indicated unless mutually agreed upon.

### Minimum Qualifications/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 may be considered non-responsive. Personal, Professional experience may be substituted on a year-for-year basis

## Additional Requirements

### **SECURITY CHECK**

ALL members of the contractor's work force assigned to the job must register at the Marin County Sheriff's Office. Background security checks (to include Live Scan) will be made by this office. Employees not having a clear record will not be permitted on the job. Contractor will not allow anyone except assigned staff to enter County facilities under any circumstances.

CONTRACTOR acknowledges that COUNTY may, from time to time, seek further information regarding CONTRACTOR staff and agrees to fully cooperate in any such request for subsequent information.

### **Employee Appearance, Contractor Identification**

Contractor's employees, while on the premises, shall present a neat, clean appearance. Contractor's vehicle shall bear the contractor's name and insignia.

### **Frequency Schedules**

The minimum performance of work required at each location is detailed in the Scope of Work. It may sometimes be necessary to perform some tasks at closer frequencies in order to provide maintenance in accordance with the specifications.

### **Background/History/Experience and Qualifications**

The successful contractor shall be skilled and regularly engaged in the general class or type of work called for under the proposal, have sufficient capital and facilities to enable contractor to complete the work successfully and properly, and to complete it within the time specified in accordance with the frequency charts within in these specifications. Contractor must provide a company profile as part of the bid document. The following information should be included as: "Background, History, Experience and Qualifications" and be submitted as part of the bid package.

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
- b. Location of the company offices;
- c. Location of the office servicing any California account(s);
- d. Number of employees both locally and nationally;
- e. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP, as well as emergency contact information;
- f. Proof of Company Bond covering company and all employees;
- g. Certifications or recognitions

Contractor must include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the contractor or in which the contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal.

The County reserves the right to reject any proposal based upon the contractor's prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Contractor shall include the number of years they have provided similar year-round Janitorial Maintenance Services. To determine the degree of responsibility to be credited to the contractor, the County of Marin will weigh any evidence that the contractor has performed satisfactorily, other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress.

#### **Award Evaluation Criteria**

Evaluation criteria will be used to evaluate all proposals that are received.

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

Discussions/interviews may, at 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, County of Marin will not disclose information derived from proposals submitted by competing Proposers.

#### **Green Products**

All products used by contractor in all County facilities must be environmentally safe and meet Green or L.E.E.D. Standards. Rubber floors to be mopped/polished per manufacturers suggested maintenance guide.

**\*\*\* END OF SPECIAL PROVISIONS \*\*\***

## SCOPE OF WORK

### Project Specifics

Vendors proposed price shall include all labor, materials, tools, equipment, transportation and services as required. The work covered under this RFP includes the year-round janitorial services not limited to the following:

Note: Specific cleaning days subject to change.

<b>SQUARE FOOTAGE BY LOCATION</b>					
<b>LOCATION</b>	<b>SQUARE FOOTAGE</b>	<b>PERCENT TILE</b>	<b>PERCENT CARPET</b>	<b>5 DAY</b>	<b>2 DAY</b>
Children's Center #2 Jeanette Prandi Way SR	2439	N/A	100%	100%	0%
Juvenile Service Center #4 Jeanette Prandi Way SR	12,174	100%	N/A	0%	100%
Juvenile Hall #16 Jeanette Prandi Way SR	3670	20%	80%	50%	50%
Marin City Sheriff Substation 850 Drake Blvd, Marin City	1900	100%	N/A	0%	100%
Kentfield Sheriff Substation 831 College Ave Kentfield	1440	100%	N/A	0%	100%
Point Reyes Sheriff Substation 101 4th St. PRS	2800	85%	15%	0%	100%
Nicasio Corp Yard 5600 Nicasio Valley Rd. Nicasio	3600	100%	N/A	0%	100%
Civic Center Administration Building 3501 Civic Center Dr., San Rafael	153,750	98%	2%	20%	80%
Civic Center Hall of Justice Building 3501 Civic Center Dr. SR***	316,418	80%	20%***	25%	75%
Marin County Jail 13 Peter Behr Dr. SR	4,620	100%	N/A	50%	50%
County Airport 353 Airport Rd, Novato	4,515	50%	50%	0%	100%
General Services (Garage/Radio Shop/Roads). 2, 4 and 6 Peter Behr Dr., San Rafael, Ca	18,350	30%	N/A	0%	100%

**These services will be provided five (5) times per week on Monday, Tuesday,**

**Wednesday, Thursday, and Friday:**

1. Vacuum all public lobbies, public hallways, and all conference rooms.
2. Sweep all tile floors in public lobbies, public hallways, all conference rooms, exam rooms and laboratories
3. Check all public floor areas and spot mop tile floors, and spot clean carpets

**These services will be provided two (2) times per week on Wednesday and Friday:**

1. Vacuum all private office spaces and stairwells
2. Sweep all tile floors in offices, break rooms, utility galleys, lobbies, hallways, stairwells and elevators
3. Check private area floors and spot mop tile floor and spot clean carpets if needed
4. Wet mop tile floors in break rooms, exam rooms, laboratories, utility galleys, public lobbies, public hallways, stairwells and elevators

**These services will be provided bi-monthly, on Friday:**

1. Wet mop tile floors in private office spaces and stairwells

**These services will be provided semi-annually on Friday (must provide 6 months schedule of these activities):**

1. Shampoo carpets (Friday night to dry completely over the weekend)
2. Strip and wax tile areas

**Office Hours are as follows:**

County Buildings are generally open 8:00 a.m. to 6:00 p.m. but *may vary based on location*.

Buildings are secured on weekends and holidays designated by the Board of Supervisors. These holidays are those associated with the following dates (or observed dates) as of 2022:

<b>County Holiday</b>	<b>Date</b>
New Year's Day	December 31 (observed)
Martin Luther King, Jr. Day	January 17
President's Day	February 21
Memorial Day	May 30
Independence Day	July 4
Labor Day	September 5
Veterans Day	November 11
Thanksgiving Day	November 24
Day after Thanksgiving	November 25
Christmas Day	December 26 (observed)
New Year's Day (2023)	January 2 (observed)

\*Malls may be stripped and waxed during daylight hours on the days buildings are secured by contacting the Department of Public Works.

The entire room must be vacuumed. The entire floor must be thoroughly cleaned with a damp mop. Non-conducting handles should be used to minimize the possibility of an electrical accident. Under no circumstances can sweeping or the use of dust cloths or dry mops be tolerated in these areas. No waxing should be done on raised floor. Office areas in Data Processing should be waxed in accordance with the scope of work.

No Smoking on County Campuses

### **Lights and Security**

All spaces must be locked, and lights turned off upon completion of cleaning an area.

Security systems must be activated when exiting the building. Please note: Police citation fee for false alarm triggered by janitorial staff shall be paid by the County of Marin Building Maintenance and be reimbursed in full by the janitorial company.

### **Keys**

All keys required will be furnished by the County to designated contractor's employee on custody receipt and shall be returned to the County upon demand. Any loss of keys must be reported to the County's Contract Representative immediately. Any costs related to lost keys not limited to repining of locks, replacing of locks, rekeying of locks, etc. will be the responsibility of the contractor and fees incurred will be reimbursed to the County of Marin. Keys are to be made only by the County. Restricted areas may vary from time to time and will be handled per County instructions.

Proof of key duplication by the contractor or any of its personnel may be cause for cancellation of this contract.

### **Contractor Supervision**

It is required by the County that the contractor provides: 1) a qualified supervisor on the job during all cleaning operations; and 2) crews qualified to perform the assigned work.

### **Contractor's Storage Area**

County will assign areas for contractor to store materials and equipment used on the job. Safe, neat, and clean housekeeping of these areas will be the contractor's responsibility. Contractor will also be required to furnish and maintain tools, carts, machines, and materials (professional type) necessary to perform under this contract. All carts must be equipped with rubber rollers or equivalent. Inspections of storage area, tools, carts and machines, will be performed by the County.

### **Emergency Contact**

A 24-hour emergency contact number must be provided to County of Main Building Maintenance in the event of an emergency. In case of an emergency clean up, janitorial staff is required to respond within two hours of a call.

Management is required to provide a designated contact (phone number and email address) for any and all communication purposes.

**\*\*\*END OF SCOPE OF WORK\*\*\***



<b>JANITORIAL SERVICES</b>	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY			WEDNESDAY	FRIDAY		BI-MONTHLY		SEMI-ANNUALLY
Location Name _____													
<b>Floors - 5x per week</b>													
Vacuum all public lobbies, public hallways, and all conference rooms. Court Floors to be vacuumed daily (access card required for closed areas)													
Sweep all tile floors in public lobbies, public hallways, all conference rooms, exam rooms and laboratories													
Check all public floor areas and spot mop tile floors, and spot clean carpets													
<b>Floors - 2x per week</b>													
Vacuum all private office spaces and stairwells													
Sweep all tile floors in offices, break rooms, utility galleys, lobbies, hallways, stairwells and elevators													
Check private area floors and spot mop tile floor and spot clean carpets													
Wet mop tile floors in break rooms, exam rooms, laboratories, utility galleys, public lobbies, public hallways, stairwells and elevators													
<b>Floors - Bi-monthly</b>													
Wet mop tile floors in private office spaces and stairwells													
<b>*Floors - Semi-annually</b>													
Shampoo carpets (Friday night to dry completely over the weekend)													
Strip and wax tile areas													
*contractor will provide six month schedule of these activities													

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.

Section or  
Page number

Description of exception

Section or Page number	Description of exception
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**\*\*\* END OF EXCEPTIONS \*\*\***

OFFER

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

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

**REPRESENTATIONS AND CERTIFICATIONS**

Proposer certifies the following

That they are a:	_____	Certified Dealer/Vendor for the Items in this Bid
	_____	Manufacturer of the Items in this Bid
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 bid: x** \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## STAFF AND HOURS PROPOSAL

Please complete the following for the locations listed below:

1. Number of personnel by classification
2. Hourly time per classification

### **CHILDREN'S CENTER, #2 JEANETTE PRANDI WAY SAN RAFAEL**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

### **JUVENILE SERVICE CENTER, #4 JEANETTE PRANDI WAY SAN RAFAEL**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

### **JUVENILE HALL, #16 JEANETTE PRANDI WAY SAN RAFAEL**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**MARIN CITY SHERIFFS SUBSTATION 850 DRAKE BLVD. MARIN CITY**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**KENTFIELD SHERIFFS SUBSTATION 831 COLLEGE AVE. KENTFIELD**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**POINT REYES SHERIFF'S SUBSTATION, 101 4TH ST. POINT REYES STATION, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**NICASIO CORP YARD, 5600 NICASIO VALLEY RD., NICASIO, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**CIVIC CENTER ADMIN BUILDING, 3501 CIVIC CENTER DR., SAN RAFAEL, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**CIVIC CENTER HALL OF JUSTICE BUILDING, 3501 CIVIC CENTER DR., SAN RAFAEL, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**MARIN COUNTY JAIL, 13 PETER BEHR DR., SAN RAFAEL, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**GENERAL SERVICES (GARAGE/RADIO SHOP/ROADS). 2, 4 AND 6 PETER BEHR DR., SAN RAFAEL, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**COUNTY AIRPORT, 353 AIRPORT RD., NOVATO, CA**

<b>Personnel Type</b>	<b># of Personnel</b>	<b>Frequency</b>	<b>Hours</b>
Janitors		Hours per week	
Wax/Buff/Striper		Hours per month	
Supervisor		Hours per week	

**\*\*\* END STAFF AND HOURS PROPOSAL \*\*\***

## SCHEDULE OF PROPOSED FEES

### Schedule of Proposed Fees by Location

<b>Location</b>	<b>Price per Month</b>
Children’s Center, #2 Jeanette Prandi Way, San Rafael, CA	\$
Juvenile Service Center, #4 Jeanette Prandi Way, San Rafael, CA	\$
Juvenile Hall, #16 Jeanette Prandi Way, San Rafael, CA	\$
Marin City Sheriff’s Substation, 850 Drake Blvd, Marin City, CA	\$
Kentfield Sheriff’s Substation, 831 College Ave., Kentfield, CA	\$
Point Reyes Sheriff’s Substation, 101 4th St. Point Reyes Station, CA	\$
Nicasio Corp Yard, 5600 Nicasio Valley Rd., Nicasio, CA	\$
Civic Center Admin Building, 3501 Civic Center Dr., San Rafael, CA	\$
Civic Center Hall of Justice Building, 3501 Civic Center Dr., San Rafael, CA	\$
Marin County Jail, 13 Peter Behr Dr., San Rafael, CA	\$
General Services (Garage/Radio Shop/Roads). 2, 4 and 6 Peter Behr Dr., San Rafael, CA	\$
County Airport, 353 Airport Rd., Novato, CA	\$
<b>Total Project Cost Per Month</b>	<b>\$</b>

<b>Total Project Cost Per Year (12 Month Period)</b>	<b>\$</b>
------------------------------------------------------	-----------



## MONTHLY REPORTING

This report will be the responsibility of the Successful Contractor to supply to the County of Marin Building and Maintenance Manager including a schedule outlining who, when, and where (dates, times, staff, buildings) shampooing, and stripping & waxing services will be performed.

Failure to communicate with contract manager will result in contract termination.

24/7 EMERGENCY CONTACT INFORMATION

**NAME:** \_\_\_\_\_

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

**PHONE NUMBER:** \_\_\_\_\_

## REFERENCES AND PERFORMANCE

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

1. Number of years in business: \_\_\_\_\_

2. Current average number of employees: \_\_\_\_\_

3. List 3 Former or Current accounts for contact as reference.

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

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

Contact Person: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Phone number: \_\_\_\_\_



## 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 DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

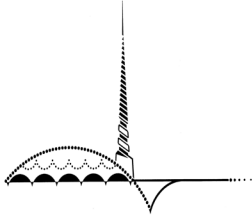
*(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)*

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION

PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE



Chapter 3.10 of the Marin County Code, Preference in Contracts and Purchases, allows a 5% preference on the price submitted to local businesses which Contract with or

All respondents must certify they meet the definition of local business. Please initial one of the following definitions which apply to your business and describe below:

1. \_\_\_\_\_ has its principal place of business in Marin County; or

Describe: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_ has a business license issued in Marin County for a period of six months prior to any claim of preference; or

Describe: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_ maintains an office or other facility in Marin in which not less than five persons are employed substantially full time.

Describe: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications.

Upon request, vendor agrees to provide additional information to substantiate this certification.

Vendor certifies information provided is true and accurate under penalty of perjury.

\_\_\_\_\_  
Firm Name

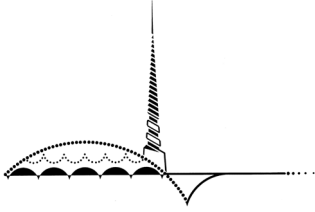
\_\_\_\_\_  
Business Address City, State, Zip Code

\_\_\_\_\_  
Signature of Authorized Representative Contact Number

\_\_\_\_\_  
Title E-Mail Address

## WORKFORCE PREFERENCE CERTIFICATION

**PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE**



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

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

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

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

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Vendor certifies information provided is true and accurate under penalty of perjury.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Business Address

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

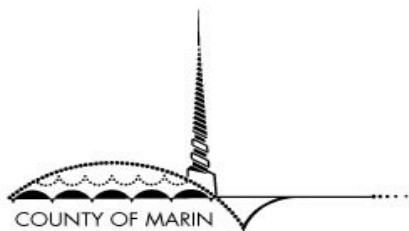
\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address





CONFIDENTIALITY STATEMENT

# Confidentiality Statement

I understand that this office provides health, mental health, public benefits and social services, and that I have no authorization to obtain access to client/patient information in any form.

If, in the course of my routine duties, I do see or hear any information about a current or former patient in this office, I understand that this information is to be treated as private and confidential, including the fact that a person has visited this office or receives ( or previously received) services through this office.

The privacy and confidentiality of our clients/patients are protected under the Ethics Codes of the mental health professionals who work here; state laws and regulations; and Federal HIPAA Regulations.

**CONFIDENTIALITY AGREEMENT:**

I hereby acknowledge, by my signature below, that I understand that any, client/patient information which I see or hear is considered private and confidential. I understand that confidentiality must be maintained whether the information is stored on paper or on computer, or communicated orally or through any other means.

I understand that I am not authorized to seek or deliberately obtain access to patient information. I also understand that employee information of a private or sensitive nature must also be treated as confidential, including employment records, job evaluations, etc. I have been informed that it would be illegal for me to access computerized client/patient or employee information without authorization of my supervisor.

I understand that unauthorized disclosure of client/patient information, or any other confidential or proprietary information from this office, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate dismissal from employment or termination of my contracted arrangement.

I understand that this duty of confidentiality and non-disclosure will continue to apply even after I am no longer working for this office.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print) \_\_\_\_\_

**\*\*\*End of Confidentiality Statement\*\*\***

CALIFORNIA LABOR CODE 1060-1065  
**THE DISPLACED JANITOR OPPORTUNITY ACT**

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless

the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award back pay, including the

value of benefits, for each day during which the violation has occurred and continues to occur. The amount of back pay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and

(b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1063.5. (a) This chapter shall apply to every contractor that provides food and beverage services at a publicly owned entertainment venue.

(b) For purposes of this chapter, and in addition to the definitions specified in Section 1060, the following terms shall also have the following meanings:

(1) "Awarding authority" means any person that awards or otherwise enters into contracts for food and beverage services at a publicly owned entertainment venue.

(2) "Contractor" means any person that employs an individual to provide food and beverage services at a publicly owned entertainment venue.

(3) "Employee" means any person employed to provide food and beverage services at a publicly owned entertainment venue.

(4) "Publicly owned entertainment venue" means a venue that meets all of the following:

(A) Has been in operation for 15 years or more.

(B) Is located in a zone designated under Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

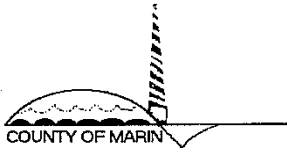
(C) Hosts concerts, shows, or sporting events on a noncontinuous basis.

(c) This section shall remain in effect only until December 31, 2014, and as of that date is repealed.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards

than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.



**GENERAL SERVICES AGREEMENT (SAMPLE)**  
**County of Marin**  
**General Services Agreement**

**THIS GENERAL SERVICES AGREEMENT (the “Agreement”)** dated \_\_\_\_\_ is  
**BY AND BETWEEN:**

The County of Marin – Specify Department  
3501 Civic Center Drive #, San Rafael, CA 94901  
(The “County”)

-- AND --

THIS BUSINESS ENTITY, COMPANY, PERSON.  
Street Address, City, STATE Zip Code  
(The “Contractor”)

County is of the opinion and Contractor represents that Contractor has the necessary qualifications, experience and abilities to provide the below described services to County. Contractor agrees to provide such services to County as set forth in this Agreement and in the **Terms and Conditions** set forth in **Exhibit B** to this Agreement and incorporated herein by this reference.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, County and Contractor (individually the “Party” and collectively the “Parties”) agree as follows:

**Scope of Service(s):** The services to be provided by Contractor are described in **Exhibit A, Scope of Work**.

**Term of Agreement:** Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

**Fees and Payment Schedule:** 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. Contractor shall provide County with its Federal Tax I.D. number prior to submitting the first invoice. Exhibit D may provide greater detail of payment schedule.

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

Your signature indicates your agreement to all terms and conditions set forth herein. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their representative legal entities.

\_\_\_\_\_  
County of Marin

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

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

**APPROVED AS TO FORM:**

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

Printed Name:

SAMPLE

**EXHIBIT A**  
**SCOPE OF WORK**

SAMPLE



## **EXHIBIT B** **TERMS AND CONDITIONS**

1. **INSURANCE.** Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors

### **Commercial General Liability:**

Contractor shall maintain a Commercial General Liability Insurance policy with limits not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy.

### **Commercial Automobile Liability:**

Where the services to be provided under this Agreement 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, with limits of not less than \$1,000,000 per accident for bodily injury property damage.

### **Workers' Compensation:**

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. Contractor must also carry Employers Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.

### **Errors and Omissions, Professional Liability or Malpractice Insurance.**

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Contractor's insurance coverage shall be primary coverage as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance

maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grant Entity a waiver of any right to subrogation which an insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

County reserves the right to modify these requirements, including limits and type of coverage, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

2. **INDEMNITY.** To the fully extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall indemnify, defend (with legal counsel reasonably acceptable to County), and hold harmless County, its employees, officers, departments, officials, representatives, and agents, from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its agent), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigations) whether or not involving a third party claim, which arise out of or relate to any breach of any

representation or warranty contained in this Agreement, as well as any negligence, recklessness, willful misconduct or omission in the performance of this Agreement.

3. **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, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, gender identity, genetic information, or any other basis protected by law. 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.
4. **LICENSING AND PERMITS.** Contractor shall maintain the appropriate licenses through the life of this Agreement. Contractor shall also obtain any and all permits which might be required by the services to be performed herein.
5. **BOOKS OF RECORD AND AUDIT PROVISION.** Contractor shall maintain on a current basis complete books and records relating to this Agreement. 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 Agreement. 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 Agreement. Contractor will permit County to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement 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.
6. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR.** Any and all work product resulting from this Agreement is commissioned by the County of Marin as a work for hire. County 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.

7. **TERMINATION.**

- a. If Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- b. Force Majeure. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- c. Either party hereto may terminate this Agreement 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 Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

8. **APPROPRIATIONS.** Where the funding source for this Agreement 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 Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in this Agreement to reflect that elimination or reduction.

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

10. **ADDITIONAL SERVICES.** County shall not be responsible for services rendered that are not set forth in the Scope of Work. When this Agreement covers a continuing service rendered over a stated period of time, a new Agreement must be obtained upon expiration of the term to authorize the continuation of service.

11. **TIME IS OF THE ESSENCE.** Time is of the essence on this Agreement. If services are not completed at the time agreed, County reserves the right to cancel this Agreement and hold Contractor accountable. If service dates cannot be met, Contractor agrees to advise County, in writing of the earliest possible date for delivery of services.

12. **MISCELLANEOUS PROVISIONS.**

- a. Integration; Incorporation. This Agreement, including all exhibits attached hereto, and all specifications, drawings, and data submitted to Contractor with the order are hereby incorporated and made a part hereof.
- b. Amendments. This Agreement may only be amended by written agreement signed by all the parties to this Agreement.
- c. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of this Agreement can be enforced without failure of material consideration to any party, then the remaining provisions shall continue in full force and effect. If, however, the provision to be severed is a material part of this Agreement, the foregoing shall not apply, and the parties shall in good faith renegotiate such provision.
- d. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.
- e. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each party shall cover their own attorneys' fees and cost.
- f. Waiver. A failure by a party to this Agreement to require full compliance with any requirement or condition of this Agreement shall not be deemed to be a waiver of that requirement or condition or of any subsequent breach of the same or any other requirement or condition. Acceptance by County of performance or fulfillment of a requirement or a condition by Contractor, including payment to Contractor by County, shall not be deemed to be a waiver of any preceding breach by Contractor, regardless of County's knowledge or such preceding breach at the time of acceptance.
- g. Conflict of Interest. Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Contractor hereby covenants that during the term of this Agreement it will not employ any person to administer any portion of this Agreement that has an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- h. Headings. The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affects its interpretation.
- i. Authority of Signatories. Any individual executing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Contractor, and that this Agreement is binding upon said Contractor in accordance with its terms.

- j. Assignment/Subcontracting. Neither party may delegate its rights or obligations under this Agreement and shall not assign, subcontract or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

**13. COMPLIANCE WITH LOCAL AND FEDERAL LAWS.** Contractor certifies that in performing this Agreement it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders (including, but not limited to Marin County Code Chapters 23.13-Nuclear Free Zone and 2.50-Living Wage) affecting the goods or services covered by this Agreement. If applicable, it shall be the responsibility of Contractor to monitor the prevailing wage rates as established by the California Department of Labor for any increase in rates during the project and adjust wage rates accordingly. Prevailing wage rates are available at the State of California Division of Labor Statistics and Research website <http://www.dir.ca.gov/oprl/pwd/>.

The California Franchise Tax Board through California Revenue and Taxation Code (R&TC) 18662 and the related regulations require the withholding of California income and franchise taxes from payments made to non-resident 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 will be withheld from non-resident foreign non-corporate partners, corporate partners and foreign banks (including financial institution partners).

**14. DEBARMENT CERTIFICATION.** The bidder under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that upon acceptance of this Agreement, 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 manner involving fraud or official misconduct in the past 3 years.

**15. STATE REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code 1771.1(a)].

No Contractor or subcontractor can be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SAMPLE

**EXHIBIT D**  
**FEE AND PAYMENT SCHEDULE**

SAMPLE



## **EXHIBIT E**

### **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.
- b. **FEMA** means Federal Emergency Management Agency.
- 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".

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.

SAMPLE

**Attachment 1**

**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.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

THE FOLLOWING EXHIBITS ARE INCLUDED TO COMPLETE THIS CONTRACT:

<b>EXHIBIT</b>	<b>DESCRIPTION</b>	<b>INCLUDED</b>
A	SCOPE OF WORK	
B	TERMS AND CONDITIONS	XX
C	INSURANCE WAIVER (if needed)	
D	FEE AND PAYMENT SCHEDULE (if needed)	
E	FEDERAL PROVISIONS (if needed)	

SAMPLE

## SOLICITATION DOCUMENTS TO BE RETURNED

**PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND ONE (1) ELECTRONIC COPY OF THE PROPOSAL ON A USB/THUMB-DRIVE**

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

- |                                           |                         |
|-------------------------------------------|-------------------------|
| • Exceptions to the Scope of Work         | Page 26                 |
| • Offer                                   | Page 27                 |
| • Staff and Hour Proposal                 | Page 28-31              |
| • Schedule of Proposed Fees               | Page 32                 |
| • 24/7 Emergency Contact                  | Page 34                 |
| • References and Performance              | Page 35                 |
| • Statement of Qualifications             | Page 36                 |
| • Debarment and Suspension Certification  | Page 37                 |
| • Non-collusion Declaration               | Page 38                 |
| • Local Business Preference Certification | Page 39                 |
| • Workforce Preference Certification      | Page 40                 |
| • Confidentiality Statement               | Page 41                 |
| • Monthly Reporting Form                  | N/A – Proposer Supplied |

Successful Proposer shall be able to successfully furnish:

- a. Certificate of Liability Insurance
- b. Additional Insured Endorsement naming the County of Marin as additional insured
- c. W-9 Document
- d. Any other requested documentation related to this solicitation