

COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

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Building and Safety
Environmental Health Services
Planning
Environmental Review
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Sustainability
Code Enforcement
GIS
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COUNTY OF MARIN

COMMUNITY DEVELOPMENT AGENCY

REQUEST FOR PROPOSAL #SB2-2

ACCESSORY DWELLING UNIT WORKBOOK AND WEBSITE

OCTOBER 8, 2019

THE MARIN COUNTY COMMUNITY DEVELOPMENT AGENCY DESIRES TO CONTRACT FOR ACCESSORY DWELLING UNIT WORKBOOK AND WEBSITE AS DESCRIBED IN THIS REQUEST FOR PROPOSAL (RFP).

INTERESTED PROPOSERS ARE REQUIRED TO RETURN ALL REQUIRED REQUEST FOR PROPOSAL DOCUMENTS AS PART OF THEIR SUBMITTED PROPOSAL.

PROPOSAL PACKAGES WILL BE RECEIVED ON THURSDAY OCTOBER 31, 2019 UNTIL 4:00PM LOCAL TIME, AT THE MARIN COUNTY COMMUNITY DEVELOPMENT AGENCY, 3501 CIVIC CENTER DRIVE, ROOM 308, SAN RAFAEL, CA 94903.

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

COPIES OF THIS REQUEST FOR PROPOSAL ARE AVAILABLE BY CONTACTING JILLIAN ZEIGER IN THE COMMUNITY DEVELOPMENT AGENCY AT JZEIGER@MARINCOUNTY.ORG

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INSTRUCTIONS TO PROPOSERS

General Project Description

The County of Marin is seeking to contract with an experienced Design Firm to provide an Accessory Dwelling Unit Workbook and Website for the County of Marin and 10 partner jurisdictions, including Belvedere, Larkspur, Mill Valley, Novato, Sausalito, and San Anselmo.

Pre-Proposal Site Visit

There will not be a pre-proposal site visit scheduled by the County.

RFP Questions

Proposers may submit written questions regarding this RFP. All questions must be emailed and received by Thursday October 17, 2019 no later than 4:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to Jillian Zeiger, Community Development Agency, via email, jzeiger@marincounty.org

The subject line shall be: *RFP SB2-2– Accessory Dwelling Unit Workbook and Website*

Phone calls and faxed questions will not be accepted.

Answers to all written questions concerning this RFP will be posted on the County of Marin Contracting Opportunities website on Tuesday October 22, 2019 no later than 4:00 pm local time. It is the responsibility of all interested proposers to access the website for this information.

Proposal Submittal Requirements

Submitted Proposals must include the form(s) provided with this RFP package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals must be typed in English and are limited to thirty (30) pages (with 1" margins) for the narrative section of the proposal. This page limit does not include exhibits or attachments.

One (1) written original (marked as such) proposal, five (5) copies, and one thumb drive with a digital copy of the proposal in a sealed envelope adhered to the original proposal are due on Thursday, June 6, 2019 by 4:00 pm local time. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Delivery Address:

Marin County Community Development Agency
ATTN: Jillian Zeiger
3501 Civic Center Drive – Room 308
San Rafael, CA 94903

All proposals shall be clearly marked “RFP SB2-2– Accessory Dwelling Unit Workbook and Website - *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 a multiple award of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

Opening of Proposals

Proposals will not be publicly opened or read.

Informed Proposers/ Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer’s own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve him from any obligations with respect to this RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

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

Interpretation, Correction

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

The Proposer may E-mail or mail to the contact person as shown under “Responsible Parties”. All inquiries shall be directed to the designated County staff person as shown. Contact with any other County

personnel or any undue “badgering” of such County personnel by the Proposer is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

Prices, Negotiations and Mistakes

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern.

Withdrawal of Proposal

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

Terms of the Offer

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

END OF INSTRUCTIONS TO PROPOSERS

GENERAL PROVISIONS

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Jillian Zeiger, Community Development Agency, jzeiger@marincounty.org

Contract Term

The contract term shall be for one (1) year, beginning December 1, 2019 and ending on December 1, 2020. The project schedule could be extended with written explanation from the proposer.

Award of Proposal

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

Receipt of 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 7**.

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
Team’s qualifications, including relevant individual experience in performance of comparable work.	30%
Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.	35%
References/Performance History	20%
Interview	10%
Minority or Women Owned Business AND/OR Local Business	5%
Total	100%

Addenda

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

Addenda issued within five (5) calendar days of the proposal opening date/time could be cause for extension of the opening date, if 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.

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. Invoices shall be made per Scope Work task category.

Assignment and Subcontracting

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

Force Majeure

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

Nondiscriminatory Employee

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

Fair Employment Provisions

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

The contractor shall comply fully with Sections 508 and 504 of the 1973 Rehabilitation Act in that the contractor's hiring practices do not discriminate against disabled/handicapped persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on

residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

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

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

The Contractor shall comply with 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 ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

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

Termination for Convenience

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

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

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:

- a. Repeated failure to respond within requested 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>

Local Business Preference

In accordance with County of Marin Ordinance # 89-2993; 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 a five (5.0) percent preference on the price submitted by a local county business. (Marin County Ordinance, Chapter 3.10 Preference in Contracts and Purchases)

Damages

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

Living Wage

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

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

Cooperative Agreement

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

Independent Proposer

The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit found on **Page 27** 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 – **Page 21**.

Governing Laws

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

Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

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

Conformity with Law and Safety

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

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

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

Attorney's Fees

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

Proposer Agreement to Terms and Conditions

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

Right to Audit

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

Taxes

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

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

SPECIAL PROVISIONS

Timeline

Release of the RFP – October 9, 2019

Deadline for Questions – October 17, 2019, 4:00 pm

Questions Answered – October 22, 2019, 4:00 pm

Submission by – October 31, 2019, 4:00 pm

Interviews – Week of November 11th

Award is Announced – Week of November 18th

Proposal Content Requirements

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

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

Cover Letter

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

Agency Description/Capability

Provide a description and history of your organization/agency. Include a description of your firm's overall experience in handling projects similar in character or scope to this project. A list of references of similar projects from at least three (3) different projects, including the client's name, address, project value,

telephone number, and contact person shall be included in the proposal. Use the References Data Sheet provided as Attachment A. The County of Marin may contact the references listed.

Staff Qualifications

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

Project Approach and Understanding

Given the scope of work provided in the next section, describe your approach and understanding. If necessary, elaborate on the scope of work outlined below with additional detail on the approach that will be used to execute the project. The proposer can present variations and additional elements to the work scope that they feel will enhance project outcomes.

Project Schedule

The proposed schedule shall outline milestones and meetings over a year long process based on the Scope of Work.

Cost Proposal

The Cost Proposal Summary shall outline how much the Accessory Dwelling Unit Workbook and Website will cost the County and other jurisdictions not to exceed \$90,000.

END OF SPECIAL PROVISIONS

SCOPE OF WORK

Context

Encouraging the development of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Unit (JADU), also known as second units, is one of many ways to boost housing production in Marin County. Several of the county jurisdictions have created programs that include revised ordinances and fee waivers that encourage ADU and JADU development. Creating a homeowner tool that gives access to floor plans, process videos, regulation summaries, and a calculator with cost estimates, will encourage homeowners in developing ADUs, increase the accessibility of useful materials and the level of information available to the public.

General Goals and Objectives

Currently, Marin County has a website with basic resources and regulation information. All of the participating jurisdictions will collaborate to upgrade the existing website:

www.marincounty.org/makeroomformarin. The County's goal is to provide more information and hands-on resources that will motivate homeowners to develop second units. The website and initiatives will also assist jurisdictions in streamlining affordable housing review of ADUs and JADUs.

Marin County jurisdictions will work together through the Planning Director's Housing Working Group (PDHWG) to hire and manage a consultant who will upgrade the existing website and provide additional web and print material to encourage ADU and JADU development. The website will summarize all of the ADU and JADU standards for participating jurisdictions in Marin County so that homeowners have a better understanding of the planning, permitting and construction process.

Scope Items

- Select participants and collect photographs, videos and testimonials and produce videos: Using Google Ads, NextDoor, postcards to homeowners (names provided by jurisdictions), and other sources, recruit participants to be spotlighted in the Inspiration Book and videos. Applicants will fill out an online survey and participate in a phone screening interview. The consultant will work with the PDHWG to select various homeowners to ensure geographic distribution, type of ADU, homeowner goals, etc. Participants will be financially compensated for their time.
 - Deliverables: Videos and photo testimonials for website.
- Draft Workbook: Consultant will complete a homeowner manual to guide homeowners from initial interest to construction. It will be tailored to Marin County jurisdictions and will link closely with the ADU Web Portal and other ADU products. Throughout the workbook will be stories from Marin residents that built ADUs and JADUs with pictures and floorplans.
 - Deliverables: Draft Workbook
- Summarize Jurisdiction Rules: Summarize the key ADU standards in all jurisdictions. This matrix will both help homeowners and designers know the rules and fees, but also encourage jurisdictions with

overly strict standards to reconsider their policies. Jurisdictions will complete a survey to help gather this information.

- Deliverables: Jurisdiction Rule Matrix
- Final Workbook: After receiving consolidated feedback from the PDHWG, the consultant will finalize the workbook for the website.
 - Deliverables: Final Workbook
- Draft Website: The Consultant will develop a draft of the website and present it to the PDHWG for review. This will include drafts of the following:
 - Online Calculator: Improve and customize the interactive calculator allowing homeowners to explore the costs of ADUs and the potential rental income.
 - Code Compliant Floor Plan: A code compliant floor plan for a 400 sq. ft. garage conversion and also plans for a 400 sq. ft. garage with a small ADU located above it.
 - Deliverables: Draft Website
- Final Website: After receiving consolidated feedback from the PDHWG, the consultant will finalize the website, which includes refining the online calculator, code compliant floor plans, jurisdiction rule summary, and workbook as needed.
 - Deliverables: Final Website
- Outreach: The consultant will create an outreach plan for the jurisdictions that includes in-person workshops and targeted marketing to various groups including senior homeowners. The consultant will also create blueprints for outreach materials including tri-folds, a table display, and brochures to have in various public places. The consultant will hold one, county-wide outreach event that will re-launch the ADU website and provide opportunities for contractors, non-profit organizations, lenders, designers, etc. to discuss their services with the public.
 - Deliverables: Outreach Plan, Outreach Materials and One Countywide Event

Project Management: Biweekly conference calls with PDHWG Project Manager, plus 3 additional phone calls with PDHWG as needed.

END OF SCOPE OF WORK

OFFER

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN SIXTY (60) CALENDAR DAYS FROM DATE OF OPENING, TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT WITHIN THE TIME SPECIFIED. DISCOUNTS WILL NOT BE CONSIDERED IN THE EVALUATION OF ANY QUOTATION, UNLESS OTHERWISE STATED IN THIS INVITATION.

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING

THAT THEY ARE A: _____ Certified Dealer for the Items in this Bid

_____ Manufacturer of the Items in this Bid

BUSINESS IS OPERATED AS: _____ 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: _____

ATTACHMENT A

REFERENCES AND PERFORMANCE

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

1. Number of years in business: _____

2. Current average number of employees: _____

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

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Project Name: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Project Name: _____

Name: _____

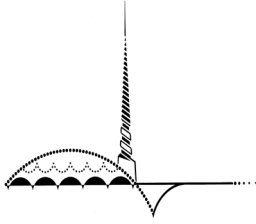
Address: _____

Contact Person: _____

Phone number: _____

Project Name: _____

LOCAL BUSINESS PREFERENCE CERTIFICATION



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

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

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

Describe: _____

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

Describe: _____

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

Describe: _____

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

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

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

Firm Name Date

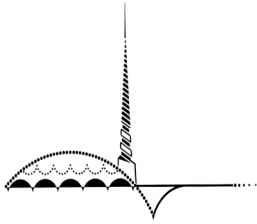
Business Address City, State, Zip Code

Signature of Authorized Representative Phone Number

Title E*Mail

Complete Form ONLY if you qualify

MBE/WBE PREFERENCE FORM



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

Applying as: MBE WBE MBE/WBE

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

Owners Name and Title: _____ Gender _____

Position in Applicant Firm: _____ Percent Ownership: _____

Ownership in Firm Since: _____ Ethnicity: _____

Identify Your Firm's Owners, Officers, and Directors					
Name	Title	Date Appointed	Ethnicity	Gender	Responsibility

Firm Name Date

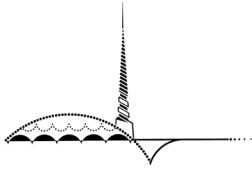
Business Address City, State, Zip Code

Signature of Authorized Representative Phone Number

Title E*Mail

Complete Form ONLY if you qualify

WORKFORCE PREFERENCE CERTIFICATION



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

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

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

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

Describe: _____

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

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

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E*Mail Address

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

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name & Title

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

State of California)
County of _____) ss.

To the COUNTY of MARIN
DEPARTMENT OF PUBLIC WORKS

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

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

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

Printed Name of Document Signer

Signature of Document Signer

COUNTY OF MARIN

PROFESSIONAL SERVICES CONTRACT 2015 - Edition 1

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

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The County agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO COUNTY:

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

5. **TIME OF CONTRACT:**

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

6. **INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

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

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

8. **SUBCONTRACTING:**

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

9. **ASSIGNMENT:**

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

10. **LICENSING AND PERMITS:**

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

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

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

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

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

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

13. **TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit D - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. **NOTICES:**

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

Contract Manager:

 Dept./Location:

 Telephone No.:

Notices shall be given to Contractor at the following address:

Contractor:

 Address:

 Telephone No.:

22. **ACKNOWLEDGEMENT OF EXHIBITS**



Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor’s Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor’s Debarment Certification	

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

CONTRACTOR:

APPROVED BY

COUNTY OF MARIN:

By: _____

Name: _____

Title: _____

By: _____

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

County Counsel: _____ Date: _____

PROPOSAL DOCUMENTS TO BE RETURNED

PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH) AND THREE (3) COPIES OF THE PROPOSAL

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

Exceptions to the Scope of Work	Page 18
Attachment A – References and Performance	Page 20
Local Preference Certification (if applicable)	Page 21
MBE/WBE Form (if applicable)	Page 22
Marin Workforce Preference Certification (if applicable)	Page 23
Debarment and Suspension Certification	Page 24
Non-collusion Affidavit	Page 25

Successful Proposer shall be required to furnish:

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