

COMMUNITY DEVELOPMENT AGENCY  
HOUSING AND FEDERAL GRANTS DIVISION

**COUNTY OF MARIN  
COMMUNITY DEVELOPMENT AGENCY**

**REQUEST FOR PROPOSAL #BAHFA-1**  
Bay Area Housing Finance Authority (BAHFA)  
Local Expenditure Plan Outreach

April 8, 2024

The Marin County Community Development Agency is looking to contract for Countywide outreach to complete the Local Expenditure Plan for the Bay Area Housing Finance Authority's (BAHFA) regional bond to fund affordable housing in the Bay Area 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 must be received by May 3, 2024 at 4:00 pm local time, at the e-mail specified.

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 proposals are available by contacting Jillian Zeiger in the Community Development Agency, at [jillian.zeiger@marincounty.gov](mailto:jillian.zeiger@marincounty.gov).



**#BAHFA-1**  
**Bay Area Housing Finance Authority (BAHFA)**  
**Local Expenditure Plan Outreach** County of Marin  
Request for Proposals and Statement of Qualifications

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## INSTRUCTIONS TO PROPOSER

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### General Project Description

The County of Marin is seeking to contract with a qualified consultant team to assist County staff with outreach for BAHFA's local expenditure plan. To develop Marin County's expenditure plan, staff recommends a robust community engagement and outreach process to solicit input from cities and towns, stakeholders, and members of the public. The BAHFA expenditure plan will be developed as a countywide effort involving residents and local workforce of all cities and towns and unincorporated areas of Marin. The Community Development Agency serves a countywide role in the area of housing policy and funding and will staff the development of Marin County's BAHFA expenditure plan. Staff are expecting the hired team to do general outreach and produce countywide resources.

### BACKGROUND:

The San Francisco Bay Area Regional Housing Finance Act (California Government Code § 64500, et seq.) (the "Act") created the Bay Area Housing Finance Authority (BAHFA) in 2019. BAHFA's purpose is to raise, administer and allocate funding and provide technical assistance at a regional level for tenant protections, affordable housing preservation, and new affordable housing production, commonly referred to as the "3Ps." BAHFA's jurisdiction is the entire area within the boundaries of the counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma, and the city and county of San Francisco ("San Francisco Bay Area").

If the regional housing bond passes, eighty percent (80%) of the net revenue will be returned to counties on a "return to source" basis as determined by each county's share of assessed property values. This portion of the funds is referred to as county housing revenue. The region's large cities and the cities that have been assigned more than 30% of their county's low-income RHNA obligation can elect to receive a direct allocation from the county housing revenue. In 2024, the cities that could receive a direct allocation are Oakland, San Jose, Santa Rosa, and the City of Napa. No cities in Marin met this criterion. The remaining twenty percent (20%) of the net revenue, referred to as Regional Housing Revenue, will be available to BAHFA for distribution anywhere in the region, including in Marin.

### 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 April 18, 2024 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, [jillian.zeiger@marincounty.gov](mailto:jillian.zeiger@marincounty.gov)

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 April 22, 2024 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.

Proposals must be e-mailed to:

#### **Delivery Address:**

Jillian Zeiger, Housing & Federal Grants, Community Development Agency

[Jillian.zeiger@marincounty.gov](mailto:Jillian.zeiger@marincounty.gov)

The proposals must be received to the above e-mail no later than May 3, 2024 at 4:00 pm, local 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.

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 [jillian.zeiger@marincounty.gov](mailto:jillian.zeiger@marincounty.gov) 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 PROPOSER ◆

## GENERAL PROVISIONS

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### Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Jillian Zeiger, Community Development Agency, [jillian.zeiger@marincounty.gov](mailto:jillian.zeiger@marincounty.gov).

### Contract Terms

The contract term shall be until February 2025. 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.

<b>Evaluation Criteria</b>	<b>Percentage</b>
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%
<b>Total</b>	<b>100%</b>

### **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, issued 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 timeframe
- b. Failure to perform services when promised or expected
- c. Inability to reach Contractor contact; lack of customer service

### **Nuclear Free Zone**

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

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

### **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 20**.

### **Governing Laws**

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by 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

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### Timeline

Step	Event	Due Date
1	RFP Issued	April 8, 2024
2	RFP Questions Submission Deadline	April 18, 2024
3	RFP Answers Posted to Website	April 22, 2024
4	RFP Submission Deadline	May 3, 2024
5	Commence Project	June 2024

### Proposed Schedule

Project Team will make every effort to adhere to the anticipated schedule; however, this calendar is subject to change.

### 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. Consultant 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.

### Consultant 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 based on the Scope of Work. The Board of Supervisors is expecting a draft Expenditure Plan in August or September 2024.

### **Cost Proposal**

The Cost Proposal Summary should be broken down per task.

◆ END OF SPECIAL PROVISIONS ◆

## SCOPE OF WORK

### Project Objectives:

As a jurisdiction receiving a direct allocation from the regional housing bond, Marin County will be required to work with cities, towns and stakeholders to produce a local expenditure plan for our portion of funds if the regional housing bond is approved. February 2025 would be the earliest date BAHFA could set for submittal of the plan. The County intends to conduct an extensive community engagement, including working closely with the cities and towns before the plan is submitted.

The Act establishes a set of investment categories with minimum investment targets that correspond to the 3Ps:

- 52% of funds must be used for production of new affordable homes,
- 15% for preservation of existing homes, and
- 5% for tenant protections,<sup>1</sup>
- The remaining 28% designed as “flexible” funding that may be used for housing or housing-related uses as defined in the ballot measure (for example, infrastructure necessary to support housing development).

Given the anticipated revenue and investment categories required, Marin County’s local expenditure plan will have the following structure and approximate amounts and could range from approximately \$352 - \$704 million, depending the amount of the bond that is put on the ballot. The following table shows potential approximate bond allocations assuming a \$10 billion total bond issuance.

### Total Bond Allocation Estimate for Marin County \*

Bond Allocation	Required Share	Approximate Bond Allocation
<b>Total GO Bond</b>		\$10 billion
<b>Funding requirements</b>	<b>100%</b>	<b>\$352 million</b>
<b>Production</b>	<b>52% min.</b>	\$174 million
<b>Preservation</b>	<b>15% min.</b>	\$50 million
<b>Tenant Protections**</b>	<b>5% min.</b>	\$17 million
<b>Flexible Funding</b>	<b>28% max.</b>	\$94 million
<b>County Administration</b>	<b>5% max.</b>	\$18 million

\* Bond allocation amounts will change when updated with 2023-2024 Assessed Values from the California State Board of Equalization. The figures above are based on 2020 Assessed Values.

<sup>1</sup> Currently, Section 1 of Article XIII A of the California Constitution provides that general obligation bonds can only be used for the acquisition or improvement of real property; tenant protection programs and services are generally ineligible uses of bond funds. Unless this changes, BAHFA staff plan to recommend that the BAHFA Board and the ABAG Executive Board allow for deviation from the 5% minimum allocation for tenant protections (as allowed by the Act).

\*\* State law does not allow bond proceeds to be spent for non-capital (i.e., services) costs so funds assigned to tenant protection must be reassigned absent a change in law.

The Act establishes basic parameters for Marin County's local expenditure plan, though it allows for significant flexibility within those parameters for Marin County to prioritize investments that best meet local needs. Specifically, Marin County's expenditure plan must satisfy the following criteria:

- Production investments in new housing (minimum 52% of expenditures):
  - Can include rental and/or ownership housing;
  - Must carry a deed restriction to ensure on-going affordability;
  - Must prioritize projects that help meet extremely low-income, very low-income and low-income Regional Housing Needs Allocation (RHNA) goals, though can also serve residents with incomes up to 120% of the Area Median Income (AMI).
- Preservation investments in existing housing (minimum 15% of expenditures):
  - Can include rental and/or ownership housing;
  - Must carry a deed restriction to ensure on-going affordability for households earning up to 120% of the area median income (AMI);
  - Cannot cause the displacement of any current residents or result in a net loss of units;
- Plan for the use of 28% of funding that is "flexible" and can be used for housing and/or housing-related uses as may be allowed by the ballot measure, such as, addressing substandard housing or housing-related parks and infrastructure; and
- Be considered at a public meeting prior to its adoption by the Board of Supervisors.

### **Suggested Tasks:**

Below are a list of suggested tasks. Staff are open to other tasks that could meet the objectives of receiving feedback for the expenditure plan. County staff lead tasks include understanding needs from city and town staff and working with them to craft the expenditure plan. Staff will conduct a process parallel to the outreach process with the public that will be conducted through a Steering Committee composed of the Board Subcommittee for Housing, Two City Council Members, Two City Managers, Two Planning Directors, and the County Executive.

- ***Supervisory District Listening Sessions and Two General Public Listening Sessions:*** The consultant would conduct five in-person meetings for each supervisory district. The consultant will also conduct two virtual meetings. The purpose of these meetings is to educate about the BAHFA program and receive feedback about flexible funds and priorities for the local expenditure plan.
- ***Marin County Office of Education Listening Session:*** The consultant would lead a listening session that provides an overview of BAHFA to parents and staff of Marin Schools.
- ***Community Based Organization Listening Sessions:*** The consultant would conduct up to 4 virtual or in-person listening sessions with housing related Community

Based Organizations to understand housing needs and receive feedback about priorities for the local expenditure plan and receive feedback about the flexible funds.

- ***Affordable Housing Developer Listening Sessions:*** The consultant would conduct up to 4 listening sessions with affordable housing developers to discuss the existing constraints and opportunities for affordable housing development and inform the local expenditure plan and flexible funding opportunities.
- ***Website:*** The consultant would create an accessible website separate from County websites that provides education about BAHFA, a calendar for outreach, a countywide survey (listed below), and links to references for education, etc.
- ***Countywide Survey:*** The consultant would create, distribute, and analyze a countywide survey that would include housing needs and preferences for BAHFA funds.
- ***Focus Groups:*** The consultant would conduct up to 8 virtual and in-person focus groups with hard to reach populations to understand housing need to help inform the local expenditure plan for example, people experiencing homelessness and agricultural workers (in Spanish).

◆ END OF SCOPE OF WORK ◆



## **SAMPLE 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

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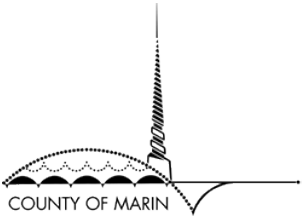
Proposers shall provide the following information which will be used by the County in evaluating the proposal. Proposer must provide three former (within the past five years) or present clients for whom these individuals have performed contracting services related to each of the categories for which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

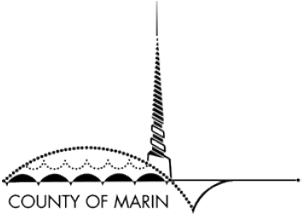
\_\_\_\_\_  
Title

\_\_\_\_\_  
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

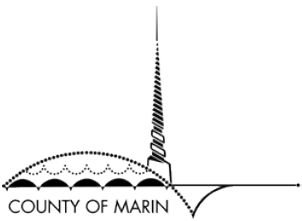
\_\_\_\_\_  
Title

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

Complete Form **ONLY** if you qualify

## MARIN 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

**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  
*COMMUNITY DEVELOPMENT AGENCY*

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

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

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

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

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

# COUNTY OF MARIN SAMPLE PROFESSIONAL SERVICES CONTRACT

---

2015 - Edition 1

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

## RECITALS:

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

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

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

### 1. SCOPE OF SERVICES:

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

### 2. FURNISHED SERVICES:

The County agrees to:

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

### 3. FEES AND PAYMENT SCHEDULE:

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

### 4. MAXIMUM COST TO COUNTY:

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

## **5. TIME OF CONTRACT:**

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

## **6. INSURANCE:**

### Commercial General Liability:

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

### Commercial Automobile Liability:

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

### Workers' Compensation:

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

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

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

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

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

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

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

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

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

8. **SUBCONTRACTING:**

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

9. **ASSIGNMENT:**

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

10. **LICENSING AND PERMITS:**

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

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

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

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

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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



**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

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

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

**Exhibit D - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

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

21. **NOTICES:**

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

Contract Manager:

---

Dept./Location:

---

Telephone No.:

---

Notices shall be given to Contractor at the following address:

Contractor:

---

Address:

---

Telephone No.:

---

**22. ACKNOWLEDGEMENT OF EXHIBITS**

*Check applicable Exhibits*

**CONTRACTOR'S  
INITIALS**

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

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

**CONTRACTOR:**

**APPROVED BY**

**COUNTY OF MARIN:**

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

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

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

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

---

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

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

## PROPOSAL DOCUMENTS TO BE RETURNED

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PLEASE PROVIDE ONE (1) ORIGINAL COPY (MARKED AS SUCH)  
VIA EMAIL

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

Exceptions to the Scope of Work	Page 21
Attachment A – References and Performance	Page 23
Local Business Preference Certification (if applicable)	Page 24
MBW/WBE Form (if applicable)	Page 25
Marin Workforce Preference Certification (if applicable)	Page 26
Debarment and Suspension Certification	Page 27
Non-collusion Affidavit	Page 28

Successful Proposer shall be required to furnish:

- A. Certificate of Liability Insurance
- B. Additional Insured Endorsement naming County of Marin as additional insured