



REQUEST FOR PROPOSALS

for

Marin County Fire Headquarters Project

Owner's Representative Consulting

Services

Issued June 11, 2025

Proposals Due:

Monday, July 21, 2025, at 3:00 p.m.

County Project No. 41C2413

An on-site mandatory preproposal conference will be held on Monday, June 16 @1pm at 5800 Sir Francis Drake Boulevard, formerly the site of the San Geronimo Golf Course.

Proposals must be submitted via BidExpress to:

<https://www.bidexpress.com/businesses/53528/home>

Complete Request for Proposal documents can also be found at:

[County of Marin Contracting Opportunities Website](#)

RFP #41C2413

Proposer shall ensure the completed proposal, including all RFP documents, is received by the County of Marin by the proper time.

Proposals received after the scheduled submittal deadline will not be considered.

Copies, alternative formats, and auxiliary aids of this RFP will be made available upon request by contacting Maja Loncar, Public Works Administrative Services Associate, at Maja.Loncar@marincounty.gov.

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

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

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NOMENCLATURES

The terms successful *proposer*, *offeror*, *bidder*, *vendor*, *supplier*, *consultant*, and *contractor* may be used interchangeably in this solicitation. They shall refer exclusively to the person, company, or corporation interested in submitting a proposal. The terms *quote*, *bid*, and *proposal* may be used interchangeably in this solicitation. The terms contract and purchase order also may be used interchangeably in this solicitation.

INTRODUCTION

The County of Marin is seeking submittals for professional Owner's Representative (OR) services. These services include consulting needs as necessary for building new Marin County Fire Headquarters and passive recreation areas for the Marin County Parks Department.

This RFP seeks submissions from interested and qualified firms to provide the listed services to maximize the quality of services and value for the County and, by extension, its residents. Proposals must document the resources and capability for performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type, and local availability of personnel and resources.

PROJECT BACKGROUND

The County of Marin is initiating the process to construct a new Marin County Fire Headquarters Project in the San Geronimo Valley, located at 5800 Sir Francis Drake Boulevard, formerly the site of the San Geronimo Golf Course. The Project will include a new fire station along with essential support facilities. It has been a multi-year project to acquire the property, and the County is now ready to begin the design process to construct new Marin County Fire Headquarters Project. This fire station will serve as an operational facility, providing access to and storage of additional engines, heavy equipment, rescue equipment, and training for the entire Marin County Fire Department (MCFD) and its partners.

The property where the new Marin County Fire Headquarters Project will be built was a former golf course that spanned four parcels. The construction of the new station will primarily focus on what is commonly referred to as the clubhouse parcel. Development of the other two parcels is heavily restricted through conservation easements.

The existing Marin County Fire Department's facility, located in Woodacre, plays a vital role within the County. It serves as both the Department's administrative center and an essential fire service station designated to provide all-risk emergency response. The cluster of buildings, many of which were constructed in the 1940s, supports fire service operations for several Marin County communities, including Nicasio, Lucas Valley, Forest Knolls, Lagunitas, San Geronimo, Woodacre, and Fairfax. A team of full-time and seasonal firefighters provides these services.

Over time, this facility's role has expanded significantly, reflecting the Department's growth and mission. MCFD supports vital operations beyond firefighting, including Fire Prevention, Emergency Medical Services (EMS), training, and logistics, such as warehouse services. The facility also plays a crucial role in wildland fire response, providing mutual aid to other areas and fire agencies across Marin County and the Greater Bay Area.

As one of six contract counties with the State of California, MCFD manages wildland fire prevention and protection of over 200,000 acres of State Responsibility Area land and 80,000 acres of federal land. Furthermore, MCFD hosts critical state and national emergency teams such as CALOES Urban Search and Rescue Task Force 1 and CALOES Swift Water Rescue Team 11. The growth of MCFD has been substantial in recent years, marked by a significant increase in personnel and services. Today, MCFD employs 148 full-time staff and over 150 seasonal employees, making the Department a significant regional public safety force. However, this growth has created challenges as the current facilities are no longer adequate to house the increasing staff and functions of the Department.

PROJECT GOALS

The County of Marin is seeking a skilled Owner's Representative Consulting Firm to develop, guide, implement and oversee the internal processes, reviews and approvals necessary for the County to successfully utilize the Progressive Design-Build method for the development of a new fire station and support facilities in **San Geronimo Valley**. Additionally, the selected Owner's Representative will serve as the County's trusted advisor and project lead, ensuring the successful delivery of a facility that reflects both operational priorities and meaningful input from the local community. The primary objective of this project is to plan and deliver a new fire station and associated support facilities in San Geronimo Valley that strengthen public safety operations while honoring the distinctive character and environmental context of the region. The County of Marin seeks an experienced and capable Owner's Representative to guide the County through this complex effort, ensuring that the project reflects operational priorities, community input, and responsible land stewardship.

This facility must be appropriately scaled and context-sensitive, integrating seamlessly with the unique character of the San Geronimo Valley while meeting the modern functional requirements of fire and emergency services. The project is intended to significantly enhance public safety operations and improve emergency response capabilities for the surrounding community. It will also include training and support spaces that promote professional development and long-term staff readiness.

The project is intended to be delivered using a **Progressive Design-Build (PDB)** approach. This delivery method requires early and continuous collaboration between the County, the Owner's Representative, and the design-build team. The Owner's Representative will play a critical leadership role in managing this partnership, helping the County make informed decisions during the progressive development of design and budget and ensuring that project goals remain aligned throughout.

A key objective of the project is to maximize the effective and efficient use of the County-owned San Geronimo property. Site planning and facility design must anticipate future needs, allow for operational flexibility, and support long-term resiliency in the face of climate challenges and evolving service demands. At the same time, the project must safeguard access to nearby parks and open spaces, maintaining the public's connection to recreational and natural assets.

Finally, the planning and construction process must identify, respect, and protect the site's cultural and natural resources. The Owner's Representative will be expected to assist the County in navigating this work with care and integrity, ensuring that environmental values and community heritage are upheld.

Through thoughtful planning, inclusive coordination, and expert oversight, the goal is to deliver a fire station and support facilities Project that is not only an essential public safety resource but also a source of community pride and a model for sustainable, responsible development.

The goal is for the new fire facilities to be a source of pride for the San Geronimo Valley community. The Owner's Representative will ensure that the project reflects the unique needs of this diverse and multicultural area while upholding the Marin County Fire Department's mission to serve and protect the community.

SCOPE OF WORK / DELIVERABLES

Preconstruction and Progressive Design-Build Process Management

The Progressive Design-Build (PDB) method is a two-stage approach to design-build contracts that mitigates risk for both owners and contractors. It combines the benefits of two delivery methods: Design-Build and Construction Management at Risk. In Progressive Design-Build, the County selects a design-builder based on qualifications and best value. Then, it progresses toward a design and construction price with the chosen design-builder, utilizing a Guaranteed Maximum Price (GMP) contract structure.

The Owner's Representative will play a critical leadership role in managing this partnership, helping the County make informed decisions throughout the progressive development of design, budget, construction management services and ensuring that project goals remain aligned. The selected firm will be required to provide all necessary services for the commencement, design, coordination, and administration of the project through to substantial completion, final acceptance, and project closeout.

Task 1: Pre-Design/Procurement Phase

1. Kickoff Meeting: Meet with the County project team to discuss existing efforts, project goals, and deliverables (i.e., what the County is currently doing), develop a work plan and schedules, milestones, budget, and other items and work with the project team to identify current aspirations and define success. Work with other County consultants, such as the Public Outreach team.

2. Development of Conflict-of-Interest (COI) Guidelines

- Draft and recommend standardized organizational COI policies.
- Define limitations for consultants involved in procurement from later joining design-build teams.
- Ensure policies align with PCC §22162(c) and relevant statutes.

3. Develop Progressive Design-Build Procurement Procedures

- Develop procurement workflows and templates specific to the Progressive Design-Build (PDB) method.
- Define and document:
 - Phased solicitation process
 - Qualifications-based selection
 - Evaluation scoring systems and interview protocols
- Recommend evaluation criteria, scoring methodologies, and weighing systems that align with County priorities such as qualifications, collaboration, innovation, and team dynamics.
- Incorporate PDB-specific best practices for transparency and fairness.
- Provide strategic guidance on structuring the selection process per applicable laws, policies, and industry best practices for PDB.
- Assist in assembling the Design-Build selection panel or interview committee and facilitate panel training on PDB principles and evaluation procedures.
- Offer insight into market conditions, leading PDB firms, and procurement risk mitigation to ensure a competitive and transparent process.

4. Implement Design-Build Entity procurement process:

- Prepare the Request for Qualifications (RFQ) and Request for Proposals (RFP) for Design-Build Entities to ensure clarity, completeness, and alignment with the PDB process.
- Ensure that the procurement documents clearly define the Owner's goals, project scope, selection criteria, anticipated budget, and expected Design-Build collaboration framework.
- Include a narrative on all phases of the project, with clear expectations for design progression, validation, and target price development.
- Development of all necessary attachments, including but not limited to draft contracts and agreements, design criteria documents, project schedules, and evaluation forms.

5. Participate in the Design-Build Entity selection process and contract negotiations

- Lead or support coordination of proposer briefings, site walks, and Q&A processes to ensure all shortlisted teams have equal access to project information.
- Review and analyze qualifications and proposal submissions; prepare summary reports and recommendations for use by the selection committee.
- Facilitate or participate in interviews, scenario-based workshops, and team alignment activities to assess each DB team's collaborative approach and cultural fit.
- Provide technical and contractual support during contract negotiations, including refinement of Phase 1 scope, performance metrics, design validation processes, and progressive cost modeling strategies.

6. Coordinate project budgeting and funding oversight

- Assist in establishing and validating the initial project budget, including soft costs, contingencies, escalation, and allowances for unknowns typical in PDB delivery.
- Monitor and reconcile funding sources, allocations, and cash flow projections with the Owner's finance and the Public Works Department's Capital Division planning staff.
- Develop a tracking system for budget updates as scope and design evolve during Phase 1, supporting the Owner in making value-based decisions aligned with funding constraints.
- Provide regular cost analysis reports and scenario modeling to assess the financial impact of design and delivery options before committing to the Phase 2 final Guaranteed Maximum Price (GMP) or Target Cost.

Task 2: Design Phase (Phase 1 of PDB)

1. Develop and implement Guaranteed Maximum Price (GMP) establishment framework
 - Develop procedures for design-build entity GMP submission following adequate preconstruction work.
 - Create review protocols, cost validation tools, and risk-sharing strategies.
 - Support GMP negotiations and approvals with clear documentation
2. Review design progress and ensure alignment with the County's objectives and Project Charter
3. Provide value engineering and constructability reviews
4. Monitor budget adherence and schedule development
5. Coordinate stakeholder engagement and communication

Task 3: Construction Phase (Phase 2 of PDB)

1. Develop construction phase documents and processes as required by applicable laws and regulations and in accordance with PDB industry best practices, including, but not limited to:

- Establish tracking and enforcement procedures to ensure all design-build entities and subcontractors comply with “skilled and trained workforce” requirements.
 - Create a standardized form for Payment and Performance Bonds tailored to the needs and risks of PDB contracts and ensure alignment with statutory bonding requirements and industry best practices.
 - Interpret and apply PCC §22163(g) regarding subcontractor procurement thresholds and processes.
 - Establish protocols for retention withholding in compliance with PCC §7201 and other applicable codes.
 - Prepare and recommend procedures and forms for incremental progress payments and performance evaluations.
2. Attend regular site and coordination meetings
 3. Review and track progress against milestones
 4. Assist with management change, pay application review
 5. Provide quality assurance support and risk mitigation

Task 4: Post-Construction

1. Oversee closeout procedures, commissioning, and punch list
2. Assist in move-in coordination
3. Support warranty and facility operations transition

Task 5: Staff Training

1. As part of their duties, the Owner’s Representative will conduct training sessions for in-house Public Works personnel, focusing on the methodologies, roles, and expectations associated with the Progressive Design-Build project.
2. Training activities to coincide with key milestones in the PDB process.

Task 6: Legislative Reporting

1. Prepare a system to collect, manage, and report data required by PCC §22169 for legislative reporting due January 1, 2028.
2. Draft initial content for the report including templates and data tracking methods and provide to County staff for review and comment no later than November 1, 2027.

Additional Considerations

Additionally, the OR consultant is expected to collaborate and partner with the County's communications and community outreach teams, as well as with all other relevant County departments and staff.

WHAT WE'RE LOOKING FOR IN A PARTNER:

Required

- At least 8 years of experience and a successful track record in providing Owner's Representative services on similar public capital projects
- Demonstrated experience with the **Progressive Design-Build** delivery method
- Experience managing construction projects of comparable scale and complexity, particularly Fire Stations, Fire operations, and administrative and training facilities
- Strong knowledge of construction management, budgeting, scheduling, and stakeholder coordination in the public sector
- Professional licenses or certifications (e.g., PE, AIA, PMP, CCM) preferred
- Demonstrated understanding of and experience with projects concerning equity and sustainability.
- Ability to create and implement a team-informed strategy by the stated deadline and maintain *at least* weekly communication updates with the client.

* Any proposer who cannot provide verifiable references for this minimum experience requirement may be considered non-responsive.

Preferred

- General Understanding of the [Reimagine San Geronimo: Vision Framework](#)
- [General Understanding of the Deed Restrictions and Conservation Easements on the property, see Exhibit C on Purchase Documents](#)
- Understanding of Marin County geography, resident demographics, and media landscape.

RESPONSE REQUIREMENTS

While we are looking for thoughtful responses, those responses do not need to be exhaustive. Succinct answers that address the requested points are preferred over lengthy elaborations. Please include the following elements in your response.

A) Cover Letter. No more than two pages long and includes the legal name of the firm, address, phone, email address, the year the firm was established, and total years in strategic communication planning. A statement acknowledging that the firm will accept the terms and conditions of the County's agreement.

B) Table of Contents

C) Body of Proposal (do not exceed 10 pages in length with a font size of 12 pt)

- a) **Project Understanding.** A clear statement of the project

- b) **Project Approach.** Describe your approach to the Scope of Work/Deliverables and methodology in managing and implementing a project of this size. Include a proposed plan for completing activities identified in this RFP.
 - c) **Project Schedule.** Include a description of the deliverables and execution plan.
 - d) **Structure, Company & Team.** Provide an overview of your company, its philosophy and/or mission, and why it is an ideal partner to help achieve the scope of services. Include how your agency differentiates itself from your competitors. Please include a list of team members who will work on this project, their respective roles, their availability, and contact information. Include names, firm names (if applicable), and team structure, with qualifications and full bios included in an appendix (see below). Estimate the amount of time each key personnel member will dedicate to the project. Finally, clarify how you handle staff turnover and the role you want the client to play in this process
 - e) **e) Additional Information.** Please include any other information that may assist the County of Marin in determining its selection process. Provide information regarding potential conflicts of interest as part of the proposal disclosures.
 - f) **Fee Schedule.** **In a separate document, provide a detailed fee schedule and** a detailed budget supporting the total project cost. The budget should contain cost information and a proposed payment schedule by deliverable. The Contract will be awarded for a fixed price, but payments can be based on the completion of individual activities with the County's acceptance of project deliverables.
- D)** Include a summary of qualifications and related experience for all persons, including sub-consultants, who will work on the project. Limit individual experience to projects in a similar scope to this RFP. Note expertise in working with communities of color and/or government agencies where applicable. Include two work samples or links to products most relevant to the work the proposer would be undertaking in this project and best demonstrate the proposer's competency in their declared area of expertise or knowledge domain. Please include current references.
- E) Forms Provided in Solicitation Package.** Submitted responses must include the form(s) provided with this solicitation package (see pages 29 – 36). All items shall be filled in, and the signatures of all persons signing shall be written and printed in longhand or electronically signed. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered.
- F)** The Contractor shall maintain a commercial general liability insurance policy for one million dollars (\$1,000,000.00). If the policy has an annual aggregate, the limit of the annual aggregate must be at least twice the occurrence limit. Where the services to be provided under this Contract involve or require the use of any vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. The County of Marin shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to the County prior to the commencement of work.

General Requirements

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

Acceptance of Conditions Governing the Procurement

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

Incurring Cost

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

Guarantee of Proposal

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

Form of Proposals

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

Late Responses

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

County/Architect Form of Agreement

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

California Public Records Act (CPRA)

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

Levine Act

The [Levine Act](#) applies to all agencies whose members are directly elected by the voters. It precludes elected officials from participating in or influencing a decision to issue a “license, permit, or other entitlement for use” if he or she receives any political contributions totaling more than \$500 in the 12 months before the pendency of the license, permit or use. The Levine Act defines the phrase “license, permit or other entitlement for use” to include “all contracts (other than competitively bid, labor, or other personal employment contracts), and all franchises.”

Confidentiality

Each proposal, including all documentation submitted in response to this RFP, will be kept confidential until execution of a final agreement, whereas such time all documents become public records under state and local law. The County will not return the original or copies of the RFP response, including any proposals, and any such proposals will be considered public documents regarding which no expectation of compensation or claim of ownership shall remain with the proposer.

Electronic Mail Address

All communication regarding this procurement will be conducted via [BidExpress](#). Proposers are encouraged to use the BidExpress platform for preproposal questions, and proposal submission. Alternatively, proposers may communicate via electronic mail (e-mail) at Maja.Loncar@marincounty.gov. Potential Firms who choose an e-mail option agree to provide the County with a valid e-mail address to receive this correspondence.

Use of Electronic Versions of the RFP

This RFP is being made available by electronic means. By accepting by such means, the proposing firm acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of

conflict between a version of the RFP in the Vendor's possession and the version maintained by the County, procurement manager, the version maintained by the County must govern.

Reservations

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

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

Disclaimer

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

An example of the County of Marin Professional Services Agreement (PSC) is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample PSC attached (see page 22). Additional terms and conditions may be required and may be negotiated after award.

Submittal Requirements

The proposer must submit all required documents via [BidExpress](https://www.bidexpress.com/draft_solicitations/68507/edit) at

https://www.bidexpress.com/draft_solicitations/68507/edit

no later than 3:00pm local time on Monday, July 21, 2025. Attachments, including a separate fee schedule, should be in PDF form and the firm's name should be included in the file name. All proposals shall be clearly marked "*RFP 41C2413 – Marin County Fire Headquarters Project – Owner's Representative Services – Submission*" on the email subject line.

It is the proposer's responsibility to verify submission prior to that deadline. The County of Marin will not be responsible for any technical problems or submission failure. Failure to submit ALL required documents by 3:00pm local time may constitute an incomplete proposal and may be grounds for disqualification.

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

Solicitation Questions

Proposers may submit written questions regarding this solicitation. All questions must be asked within BidExpress and received by **July 9, 2025, no later than 5:00 p.m. PDT**. Questions asked after this date and time will not be considered.

All questions shall be submitted via [BidExpress](#).

Phone calls, emailed, and faxed questions will not be accepted.

Answers to all written questions concerning this solicitation will be posted on the Q&A section of [BidExpress](#). Alternatively, responses may be requested via electronic mail. Refer to Electronic Mail Address section on page 11 of this document.

*The project should begin in September/October 2025. Final deliverables completed by 2028, unless a different date is mutually agreed upon.

VENDOR SELECTION TIMELINE

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

**All dates provided on this RFP, including the Project Completion Date, are estimated/tentative and may be subject to change.*

Release of RFP	June 11, 2025
Mandatory Pre-Proposal Site Visit	June 16, 2025
Pre-submission Questions Deadline	July 9, 2025
Proposal Submission Deadline	July 21, 2025
Proposal Review Period (Internal)	July 22 through August 5, 2025
Tentative Interviews – for short listed firms	August 12, 13, and 14, 2025
Identification of Apparent Winner	August 18, 2025 (Tentative)
Tentative Board Award Date	August 26/September 9, 2025 (Tentative)
Contract Start Date	September/October 2025 (Tentative)
Project Completion Date	2028 (Approximate duration 37 months)

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 as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment, and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Interpretation, Correction

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the responsible party of such concern via BidExpress at https://www.bidexpress.com/draft_solicitations/68507/edit and request clarification or modification of the document(s) no later than the date specified in the RFP questions section.

Prices, Negotiations and Mistakes

All prices and notations must be in type or ink. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item.

Where there is a conflict between words and figures, words will govern.

Withdrawal of Proposal

Submitted proposals:

- a) may not be withdrawn within 60 calendar days after the finalist selection date
- b) may be withdrawn prior to the finalist selection date only by written request of the proposer

Terms of the Offer

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

GENERAL PROVISIONS

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Fabiola Guillen, Facilities Capital Projects Division Manager:
fabiola.guillen@marincounty.gov

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

Award of Contract

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preference. The County of Marin will establish an Evaluation Committee. 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 the 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 14.

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 (price will be part of the evaluation criteria as specified on the table below) but shall make an award in the best interest of the County of Marin, reject any and all proposals, and 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
Qualifications, Experience, Knowledge and Skills of proposer or proposal team	35%
Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.	30%
References/Performance History	25%
Scope of work and timeline	5%
Cost	5%
Total	100%

Preferences

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

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

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

Supplier Performance Management Program (SPMP)

The Supplier Performance Management Program may be used to evaluate and assess contractor performance. This program may include but is not limited to: scheduled contract review, scorecards to measure performance on contract specific metrics, and periodic meetings to review performance and address any corrective action that may need to be taken. The intent is to be mutually beneficial, not only to ensure the supplier/contractor is meeting our expectations, but that the County is communicating our expectations to the supplier/contractor.

Addenda

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

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

Change Orders

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

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

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

Invoicing and Payment

Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service. Purchase Orders are required for each order placed and invoices should reference the associated purchase order.

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

MARIN COUNTY PUBLIC WORKS DEPARTMENT
Attn: Fabiola Guillen, Facilities Capital Projects Division Manager
3501 Civic Center Drive, Suite 304
San Rafael, CA 94903

Assignment and Subcontracting

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

Force Majeure

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

and supplier.

Nondiscriminatory Employee

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

Fair Employment Provisions

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

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

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

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

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

The Contractor shall comply with all federal, state, and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With CAUSE**, the County of Marin may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the

discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default Time Extension for Delay

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

Termination for Convenience

The County reserves the right to terminate the contract 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 with any user agency if said agency loses funding during the term of the contract.
- (2) Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested timeframe
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact, lack of customer service

Nuclear Free Zone

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

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

Damages

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage

or remove and replace damaged property as appropriate at the proposer's expense as required by the County of Marin.

Living Wage

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

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

Cooperative Agreement

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

Joint Procurement

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

Independent Proposer

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

Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the proposer with written notice. Such

notice shall release both the County and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

Compliance or Deviation to Specifications

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

Governing Laws

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by the Federal Emergency Management Agency (FEMA), Homeland Security, CAL-OSHA, FED-OSHA, Environmental Protection Agency (EPA), Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), the California State Department of Health and Human Services (CalHHS) and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond Wildlife area. This contract shall be in accordance with the substantive and procedural laws of the State of California.

Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

Conformity with Law and Safety

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

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

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

Attorney's Fees

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

Proposer Agreement to Terms and Conditions

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

Right to Audit

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

California Public Records Act (CPRA)

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

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

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

Taxes

The 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).

PROFESSIONAL SERVICES CONTRACT (SAMPLE)

CAO Contract Log # _____

**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.

PROFESSIONAL SERVICES CONTRACT (SAMPLE, continued):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.

PROFESSIONAL SERVICES CONTRACT (SAMPLE, continued):**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.

PROFESSIONAL SERVICES CONTRACT (SAMPLE, continued):**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit D - Debarment Certification

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

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

PROFESSIONAL SERVICES CONTRACT (SAMPLE, continued):

- 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

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

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

CONTRACTOR:
 By: _____
 Name: _____
 Title: _____

APPROVED BY COUNTY OF MARIN:
 By: _____

=====

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)
 County Counsel: _____ Date: _____

PROFESSIONAL SERVICES CONTRACT (SAMPLE, continued):

EXHIBIT "A"

SCOPE OF SERVICES (required)

SAMPLE

PROFESSIONAL SERVICES CONTRACT (SAMPLE, continued):

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of _____ per month not to exceed _____ during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at _____.
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is _____. The maximum amount payable to Contractor under this Contract for this period shall not exceed _____.

OFFER

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

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

REPRESENTATIONS AND CERTIFICATIONS

Proposer certifies the following

That they are a: _____ Certified Dealer/Vendor for the Items in this Bid
 _____ Manufacturer of the Items in this Bid

Business is operated as: _____ an Individual
 _____ a Partnership
 _____ a Corporation
 Incorporated in the
 State of _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

Signature of person authorized to sign bid: x _____

Printed name: _____

Title: _____

Date: _____

Email Address: _____

SCHEDULE OF PROPOSED FEES

Use this worksheet to detail a schedule of costs for providing services (including a breakout of major milestones and costs) and all other costs with the strategic planning process, including reimbursable expenses. If more room is needed, you may submit multiple pages or create your own spreadsheet with similar headers.

Task	Description/Deliverables	Price
1	Task 1: Pre-Design/Procurement Phase	\$
2	Task 2: Design Phase (Phase 1 of PDB)	\$
3	Task 3: Construction Phase (Phase 2 of PDB)	\$
4	Task 4: Post-Construction	\$
5	Task 5: Staff Training	\$
6	Task 6: Legislative Reporting	\$
		\$
Total Project Cost		\$

Optional Proposed Fees - include detail on what deliverables are provided under each task

Additional Task	Description/Deliverables	Price
		\$
		\$
Total Project Cost		\$

REFERENCES AND PERFORMANCE

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

1. Number of years in business: _____

2. Current average number of employees: _____

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

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

Name: _____

Address: _____

Contact Person: _____

Phone number: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name & Title

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

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

Printed Name of Document Signer

Signature of Document Signer

LOCAL BUSINESS PREFERENCE CERTIFICATION

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

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

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

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

Describe: _____

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

Describe: _____

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

Describe: _____

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

Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E-Mail Address

WORKFORCE PREFERENCE CERTIFICATION

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

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

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

Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected.

Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in County facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

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

Describe: _____

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

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

Firm Name

Business Address City, State, Zip Code

Signature of Authorized Representative Contact Number

Title E-Mail Address

SOLICITATION DOCUMENTS TO BE RETURNED

The following must be completed and submitted **via Bid Express no later than 3:00pm local time on Monday, July 21, 2025** (as detailed in “Response Requirements” on pages 11-14 of this solicitation package).

- A) **Cover Letter**
- B) **Table of Contents (as needed)**
- C) **Body of Proposal**
- D) **Fee Schedule**
- E) **Appendix**
- F) **Forms Provided in Solicitation Package:**
 - a. Exceptions to the Scope of Work
 - b. Offer
 - c. Schedule of Proposed Fees
 - d. References and Performance
 - e. Debarment and Suspension Certification
 - f. Non-collusion Declaration

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
- d. Any other requested documentation related to this solicitation