

Request for Proposal
RFP #2899



**CSA 18 Santa Venetia Landscape
Maintenance Services**

ISSUE DATE: May 14, 2026

**Responses Due Date:
May 29, 2026 @ 2:00 PM PST**

Attn: Bianca Tummings, Purchaser II

County of Marin
Procurement Division
3501 Civic Center Drive
San Rafael, California, 94903

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Public Notice

Request for Landscape Maintenance Services for Bid #2899 CSA 18 Santa Venetia Landscape Maintenance Services

Date Published: May 14, 2026

General Project Summary

On behalf of the Marin County Parks Department, the County of Marin Procurement Division is requesting proposals for landscape maintenance services. Parks is seeking to contract for Santa Venetia Landscape Maintenance Services for 5 locations and properties as described in this solicitation. All interested parties should submit proposals that include labor, material, tools, equipment, transportation, personal protection equipment, tool storage, and superintendence required to execute these services in accordance with the given specifications.

Bidders can access current solicitations on the County of Marin’s Contracting Opportunities website at <https://www.marincounty.gov/contracting-opportunities> and on the County of Marin Bid Express® website at <https://www.bidexpress.com/businesses/53528/home>.

There is no cost to submit a proposal using Bid Express®. There is no cost to access the solicitation documents, addendums and required forms on the [Contracting Opportunities](#) or [Bid Express®](#) websites. Bidders are required to register for a Bid Express® account to download solicitation documents. How-to guides for first-time Bid Express® users are on the County of Marin Bid Express® homepage under ‘Standard Documents’. Proposers are responsible for obtaining all addenda. The County may elect to award a single contract or to award multiple contracts for the same or similar supplies or services to two or more sources under this solicitation.

Funding Source

This project is being funded by County Service Area #18 and the County of Marin.

Minimum Qualifications

Proposers must possess and maintain all licenses and credentials required to perform the work described in this solicitation, including, at a minimum, a valid C-27 Landscape Contractor’s License. Proposers must also hold a current business license issued by the appropriate jurisdiction or by the County of Marin. A copy of the current business license shall be submitted with the proposal. Failure to provide proof of a valid business license may result in rejection or disqualification of the proposal.

Instructions to Proposers

Schedule

The following reflects a tentative schedule related to this solicitation and subject to change without notice. Any changes to this schedule will be communicated as an Addendum and updated on [Contracting Opportunities](#) and [Bid Express®](#) websites.

SCHEDULE	
Issue Date	Thursday, May 14, 2026
Pre-Proposal Conference	Monday, May 18, 2026 – 1:00 PM PST

Deadline to Submit Questions	Friday, May 22, 2026 – No Later than 4:00 PM PST
Responses to Questions	Monday, May 25, 2026
Proposal Submission Deadline	Friday, May 29, 2026 – No Later than 2:00 PM PST
Notice of Intent to Award	Wednesday June 3, 2026 (Tentative)
Contract Start Date	June 2026 (Tentative)

Pre-Proposal Conference

- There will be a optional pre-proposal conference.

Date and Time: Monday May 18, 2026 @ 1:00pm

Location: 1600 Los Gamos Dr, Suite #275, San Rafael, CA 94903

Solicitation Questions

Deadline to Submit Questions: Questions must be emailed or submitted through the County’s [Bid Express®](#) website by the date listed in the Schedule. All emailed questions must be submitted to Bianca Tummings, Procurement Division at Bianca.Tummings@marincounty.gov with the email subject line: RFP 2889 CSA 18 Santa Venetia Landscape Maintenance Services.

Questions submitted after the date and time listed in the Schedule will not be considered. Phone calls and faxed questions will not be accepted. All inquiries shall be directed to the responsible party . 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 a proposal.

Responses to Questions: Responses to all written questions concerning this solicitation will be posted on the [County of Marin Contracting Opportunities](#) website as well as on County’s [Bid Express®](#) website by the date listed above in the Schedule. It is the responsibility of all interested proposers to obtain Responses to Questions Q&A and Addenda from the website(s).

Submittal Instructions

Sealed proposals must be submitted as follows:

- **Bid Express submittal:** Submit solicitation documents via Bid Express® <https://www.bidexpress.com/businesses/53528/home>

Proposals will be considered late if not received by the date listed in the Schedule, regardless of postmark date, and will be rejected and returned to the proposer unopened. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned.

Proposal Format

Proposals must be concise, well-organized, and demonstrate the proposer’s understanding of the Scope of Work as outlined in **Appendix A: Scope of Work**. **Responsive proposals shall be formatted in the following order to facilitate comparisons between respondents:**

1. **Letter of Transmittal (max 1 page)**
 - a. The letter shall be on Proposer’s letterhead and include the proposal contact’s name, mailing address, telephone number, and email address.

- b. The letter must address the Proposer's understanding of the services being requested and any other pertinent information relevant to the Proposer's ability to perform the work.
- c. The letter must identify the organization's point of contact and be signed by an officer of the organization authorized to contractually bind the organization to the County.
- d. All Addenda received must be acknowledged in the Letter of Transmittal.
- e. Completed Offer Form (found in **Appendix B**) should be included in this section.

2. Background/History/Experience and Qualifications

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

The following information should be included as: "Background, History, Experience and Qualifications" and be submitted as part of the bid package.

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

3. Understanding and Approach (max 2 pages)

- a. This section should establish that the Proposer understands the County's objectives and requirements, will demonstrate an ability to meet those requirements, and outline clearly and concisely the plan for accomplishing tasks specified Scope of Work.

4. Relevant Work Experience

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

- a. Provide succinct descriptions for minimum three (3) previous projects completed within the last five (5) years of similar size and scope to the Scope of Work. Indicate the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Include the name of the agency for whom the work was performed, year completed, name of the contact person and their telephone number.

5. References

- a. Using the attached "Minimum Requirements and References" form, provide no more than three (3) client references, preferably other public agencies, for whom the Proposer's team has performed services similar to the attached Scope of Work.

References should include the contact’s name, title, organization, telephone number, email address, and a description of the specific projects and key individuals who participated in providing the services.

- b. Contractor must include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the contractor or in which the contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the contractor’s prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

6. Required Forms (see Appendix B)

- a. Proposers must include the form(s) provided with this solicitation package in Appendix B. All forms must be signed by a duly authorized officer of the prime proposer’s organization. Proposals not submitted on the form(s) provided, unless otherwise specified, may be deemed nonresponsive by the County of Marin Procurement Division.

7. Cost Proposal

- a. Schedule of Fees should be submitted as a separate document and sealed.

Award Evaluation

Initial Evaluations

Procurement will perform an initial evaluation of all proposals for completeness and responsiveness. Incomplete, late, or ineligible proposals will be considered non-responsive. Proposals must include all items listed in **Appendix B: Required Forms**, including any addenda. Responsive proposals will then be scored by a County evaluation panel or committee based on the evaluation criteria within this RFP.

Clarifications

Procurement shall, at its discretion, conduct optional vendor interviews or product demonstrations, evaluate vendor references, consult any current users of a vendor’s services, and request for review any other information deemed pertinent to the evaluation. Immaterial revisions may be considered after submission and prior to the issuance of the resulting notice of award, at the discretion of the County, to facilitate the selection of the most suitable vendors.

Evaluation Criteria

Proposals will be reviewed and evaluated using the criteria described in this section.

MINIMUM QUALIFICATIONS – Required Documentation	POINTS
Completeness of Response	Pass/Fail
EVALUATION CRITERIA	
Background, History, Experience and Qualifications: This may include additional qualifications or certifications related to sustainable pest management and irrigation management during draught.	40

Contractor’s concept, approach and understanding of the County’s landscape objective, including strong experience with IPM and water management.	
References/Performance History	20
Proposal Submission: Professional quality and thoroughness of submitted proposal	15
Cost	25
Total	100

Sustainability Preferences

Sustainability is the integration of economic, social, and environmental considerations into procurement strategy, operations, and policy. Proposers are encouraged to apply these considerations when providing goods and services. 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 listed in Marin County, California Municipal Code (MCC).

- *Local Business Preference* - In accordance with County of **Marin Code 3.10.030a** there shall be a five (5.0) percent preference on the price (or evaluation of bid) submitted by a local county business.
- *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.
- *Recycled Product Preference* - In accordance with County of Marin Code **Marin Code 3.10.030b** there shall be a fifteen (15.0) percent preference on the price submitted involving recycled products. Provide specification sheets, environmental product declarations, or certified claims of recycled content for all products being sold or utilized in administrating an awarded contract.

In no case shall the total of all preferences which a bid is eligible exceed fifteen (15.0) percent. *This section shall not apply to transactions in which the allowance of these preferences are otherwise prohibited by state or federal statutes or regulation.* **Marin Code 3.10.030(c, d)**

Notice of Intent to Award

The County of Marin Procurement Division will announce the selected vendor by posting an award notice on the [County of Marin’s Contracting Opportunities website](https://www.marincounty.gov/contracting-opportunities) <https://www.marincounty.gov/contracting-opportunities> and on the County’s Bid Express [website](https://www.bidexpress.com/businesses/53528/home) <https://www.bidexpress.com/businesses/53528/home>. Additionally, proposers will be individually notified when the award is made.

Awarded Proposer shall be **required** to furnish:

- Certificate of Liability Insurance
- Certificate of Insurance coverage as specified in **Appendix C: General Provisions** and the County's sample GSA/PSC attached herein naming County of Marin as additional insured
- W-9
- Any other requested documentation related to this solicitation

If the selected Proposer fails to enter into a contract with County in a timely manner as determined by the County, in accordance with the terms and conditions of this solicitation document, the County reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

The County may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The County also reserves the right to cancel this solicitation at any time. Any and all proposals or bids may be rejected in whole or in part where the County determines such action to be in the best interest of the County.

Contract Term

It is the County's intent to award this contract with an initial contract term of one (1) year. The County reserves the right to extend the contract for up to four (4) additional years in one-year increments. An example of the County of Marin **General Service Agreement** [GSA] is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample **GSA** attached. Additional terms and conditions may be required and may be negotiated after award.

Appendix A: Scope of Work

SPECIAL PROVISIONS

1.1 Employee Appearance, Contractor Identification

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

1.2 Damage or Theft

Turf, plant life, fixtures, or equipment, found damaged, killed, or failing to retain healthy growth as a result of contractor's operations, negligence, or chemical use, shall be replaced at their expense. Damage caused by means beyond contractor's control shall be corrected by contractor at County's expense upon receipt of County authorization to proceed, except damage to certain portions of irrigation systems (Irrigation Systems section 2.9).

1.3 Integrated Pest Management

The guiding documents for IPM in this contract are the County of Marin IPM Ordinance and Policy Acknowledgement (Appendix B) and also on website <https://parks.marincounty.gov/projectsplans/ipm>. Contractor's standard landscape management program is to be based upon an Integrated Pest Management (IPM) philosophy, which emphasizes a preventive approach to weeds, diseases, and insect problems in order to maintain optimum health, vigor, and appearance of the plants. Through routine

monitoring by trained field staff, contractor shall identify weeds, diseases and insect problems in their earliest stages.

Weed, pest, and disease problems are managed by integrating biological, cultural, physical, horticultural and chemical strategies. Primary focus shall be on non-chemical IPM methods, which include but are not limited to, mechanical mowing or cutting, mulching, and hand removal. Please refer to County of Marin IPM information by visiting the websites found on County of Marin IPM Ordinance and Policy Acknowledgement (Appendix B).

Chemical pesticide applications, as defined in the County's IPM Ordinance, shall only be made as a last resort. Every feasible effort to control weeds and pests through the use of non-chemical methods shall be used. Chemical treatments will be extremely limited, focusing solely on areas where worker safety or public hazard mitigation are deemed critical.

Contractor will pre- and post-notify the County of all IPM treatment actions. The on-site posting or removal of information regarding these IPM treatment actions is included. Contractor will perform this posting, if necessary, at appropriate locations, four days before application and leave in place for four days after the application as required by the County.

MSDS (Material Safety Data Sheets) will be provided to the County for any product which is to be used on site, either prior to or along with pre-notification.

Certain IPM treatment actions require a written recommendation of a licensed PCA. These recommendations will be performed at an additional charge by County staff if needed.

1.4 IPM Reporting

Monthly IPM report shall be submitted to the County's IPM coordinator by the 5th day of the following month. The form found as EXHIBIT B shall be filled out completely and accurately documenting contractor's monthly IPM activities. Activities to be reported shall include both chemical and non-chemical methods employed on the site.

1.5 Water Management Program

Water Management is a critical component of this contract. The objectives of the Contractor's Water Management Program are to:

- promote plant health
- work within local & State water ordinances
- work within the assigned water allotments for each water meter at Santa Venetia Parks
- efficiently manage the application of water without over-irrigating the various plants based upon their specific water requirements, reference evapotranspiration (ETo) data, individual valve circuit precipitation rates, slope, and soil conditions
- eliminate runoff and other water waste.

Contractor shall notify the County in advance of any known projected water use above 100% of the baseline which the contractor deems necessary in order to maintain plant material in optimum health and vigor. In addition, failure to notify the County of third tier water use shall result in a penalty of

\$100.00 per month for each meter that is affected. This amount shall be deducted at the next billing period. This penalty will not be enforced during the initial irrigation season of this contract as the contractor works to familiarize themselves with the system.

Contractor agrees to pay any unauthorized third tier water use costs and further agrees that the County may deduct the costs of water that arise from unauthorized tier three water use at each meter. The contractor shall not be held liable for tier three water usages beyond its control. This is limited to main line breaks between the water meter and the valves located on the downstream side of the backflow preventer. Water meter tier rates for commercial, institutional and irrigation accounts are currently as follows:

- Tier 1 (0-85% of baseline) - \$11.24/CCF**
- Tier 2 (86-150% of baseline) - \$20.42/CCF**
- Tier 3 (151%+ of baseline) - \$21.48/CCF**

Irrigation systems shall be checked for correct operation and coverage monthly. Irrigation heads and drip emitters shall be checked, cleaned, adjusted, replaced as required, and trimmed around to maximize their effectiveness. Heads and emitters will be adjusted to correct over or under spray patterns and to optimize even irrigation distribution. Heads will be checked for low head drainage conditions and check valves or other solutions will be installed as required. In the course of this work, contractor will advise the County Representatives of any deficiencies identified in the systems along with cost and time-to-repair estimates.

Care shall be taken to reduce or eliminate runoff, "ponding", or erosion.

Contractor shall give the County or their agent a key to all controllers and emergency instructions for shut-off. County shall provide contractor with all available blueprints, specifications, etc., pertaining to irrigation systems installation to facilitate economic maintenance of all systems.

Accidental damage to the irrigation systems resulting from contractor's operations shall be repaired without charge, within one watering period or before any damage to plant materials occurs. Contractor will be responsible for any plant replacement resulting from its operations.

Extensive repairs to the irrigation systems resulting from stuck valves, vandalism, accident, animals, normal wear or other causes outside of contractor's control will be reported to County. Upon approval of a separate Work Order, timely repairs shall be performed at an additional charge. However, contractor shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense and/or prevent damage to the landscape. Any repairs will be performed using new equipment (valves, heads, etc.) that matches the existing equipment in the valve circuit. Any change of equipment shall first be approved by the County's representative.

Minor damage to the irrigation system will be repaired as noticed and charged on a time-and-material basis up to an agreed price limit of \$250.00 per occurrence. Repairs expected to cost greater than \$250 will be discussed with a County Representative and an authorized proposal may be requested prior to repair work.

Troubleshooting of historically (at the time of contract execution) non-operational irrigation systems is EXCLUDED and will be performed at an additional charge, upon approval of a separate work order.

In all cases of repairs, a statement of charges will be submitted to the County for payment subject to inspection of said repairs. If the County fails to authorize repair work needed to repair or operate an irrigation system within five (5) days of notice, contractor will not be responsible for hand watering plant material covered by damaged system.

Controller batteries in stand-alone, non-hard-wired (to PG&E electricity) irrigation controllers (battery operated controllers) will be checked monthly and replaced, if necessary, 2 times per year. Backup batteries in hard-wired controllers will be checked monthly and replaced once a year.

Prior to the irrigation season, contractor shall review annual water usage and billing, meet with the County Representatives to determine potential MMWD [Marin Municipal Water District] meter baseline adjustments, and formally request updated baseline allocations with MMWD as appropriate.

1.6 Mulch

Vendor shall remove, by hand-weeding and cultivation, all weeds at the seedling stage. Purchasing of mulch for use at all sites will be treated as an additional project(s) to be proposed and handled outside of this contract. Labor for distributing mulch at parks sites in this contract will be done under this work agreement, and contractor will not charge additional labor fees for that work. All planting areas will be maintained at a depth of 2-4" of AB 1383 compliant mulch (ie. "vineyard mulch"), which will be selected in consultation with County staff. Herbicides, when used according to the ordinance, will be applied at the seedling stage per the U.C./Growers I.D. Handbook as a last resort.

1.7 Emergencies

Contractor shall supply County with a twenty-four (24) hour telephone number at which they or one of their employees can be reached for emergency work. Such work may include, but is not limited to, removing fallen trees or closing irrigation valves in event of line breakage.

1.8 Inspection

Contractor shall inspect all sites with County's representative during the first week of this contract and thereafter in accordance with the frequency schedule, but at a minimum quarterly. County's representative shall report maintenance discrepancies to contractor and these must be corrected within seven (7) days unless otherwise specified by County Representative. Additionally, the contractor shall tour the site comprehensively on their own a minimum of one time per month in order to identify and prioritize any maintenance, irrigation, tree, and other landscape requirements. County Representative will utilize various means of communication with contractor reporting any maintenance deficiencies or needs. This communication may come via email, photos, texting, phone calls and voice messages, ad hoc site meetings, etc. and shall be incorporated and prioritized into the contractor's work plan. All maintenance records shall be available for inspection by County's representative.

1.9 Performance Reporting

The County will require periodic performance reporting used in addition to the quarterly inspection. The option of using the attached "Frequency Schedules & Maps" (EXHIBIT A) or a form already utilized by the

contractor is at the discretion of the County's contract manager. Contractor should provide prospective reporting tool with bid documents. The purpose of the performance report is to address and document specific areas of concern or to monitor maintenance requests. Contractor shall address and remediate any maintenance requests within two (2) weeks of identification and reporting.

Requirements

The County seeks high-quality work, attention to detail and a timely response to all landscaping and irrigation needs and emergencies. Work performance standards, including sound irrigation, water management, and landscape management practices, shall meet or exceed industry best management practices and standards. MMWD guidelines, the County Integrated Pest Management (IPM) Ordinance, the International Society of Arboriculture (ISA) pruning standards, the California Landscape Contractors Association (CLCA) standards and Cal-Trans traffic control guidelines are incorporated herein by reference.

The contractor shall furnish all labor, equipment, personal protection equipment, transportation, materials and supervision necessary to provide complete and continuous care of all included lawns, ground covers, trees, shrubs, containers, annual plants, and all other work connected thereto as specified and detailed below. The specifications contain very specific requirements, comprehensive frequency schedules, and thorough guidelines. Contractor will be held responsible for all aspects of work detailed herein. All work shall be performed in accordance with the Frequency Schedule. Because of the extensive guidelines and information detailed in the specifications, it is expected that very little work will fall outside the scope of the maintenance contract. Notable exceptions are scheduled improvements and repairs because of vandalism or damage due to acts of God.

2.1 Locations & Frequency Schedules

The *minimum* performance of work required at each location is detailed in the "Frequency Schedules & Maps" (EXHIBIT A). It may sometimes be necessary to perform some tasks at closer frequencies in order to provide maintenance in accordance with the specifications. Location of worksites are listed, along with detailed maps "Frequency Schedules & Maps" (EXHIBIT A).

2.2 Personnel/Supervision

Persons directly employed and supervised by the contractor shall perform all included work. Contractor shall provide management and technical supervision. All work shall be conducted in a manner causing the least possible interference with or annoyance to community.

2.3 Safety

Work shall be performed in a safe and efficient manner protecting employees and members of the public entering or passing through work areas. Contractor is responsible for the provision of all personal protection equipment. Contractor shall abide by all traffic control guidelines as determined by state and local statutes.

2.4 Sight Line Guidelines

Contractors are responsible for ensuring clearance height of flora within medians. Unless otherwise indicated in the "Sight Line Guidelines" (SLG), the maximum height – 30 inches tall for

bushes/groundcover and 8 feet lower canopy height for trees – shall not be exceeded. Field markers are currently being placed in locations in which these guidelines are applicable. All attendees of the pre-bid conference will be emailed the guidelines. It is expected for contractors to review these guidelines and sign an acknowledgement of receipt.

2.5 Integrated Pest Management

Please refer to County of Marin IPM information by visiting the <https://parks.marincounty.gov/projectsplans/ipm>. Chemical Pesticide applications, as defined in the County’s IPM Ordinance, shall only be made as a last resort. Every feasible effort to control weeds and pests through the use of non-chemical methods shall be used. Chemical treatments will be extremely limited, focusing solely on areas where worker safety or public hazard mitigation are deemed critical.

The following are the specific IPM treatment actions included under this landscape management contract and will be performed in accordance with Frequency Schedule. Unless specifically stated, all other IPM treatment actions are excluded.

2.6 Tree Care

2.6.1 General

All trees shall be maintained in a healthy, vigorous, aesthetically pleasing condition through the use of good horticultural methods and practices and in accordance with the frequency schedules.

2.6.2 Irrigation

Trees shall be deep watered by the application, at long intervals, of sufficient quantities of water to replenish water in the root zone of the plant. Basin modifications may be required.

2.6.3 Fertilization

Fertilization shall have an analysis of at least 10% nitrogen, 5% phosphorous, and 5% potassium. Higher analysis fertilizer shall be used if soil test by County indicates the need. Small trees (less than 18-inch trunk circumference at a point 3 feet above the ground) shall be root fertilized at the drip line to a depth of 12 to 24 inches such that each tree receives at least 0.1 lbs. of actual nitrogen for each one inch of trunk diameter per year.

2.6.4 Pruning

Trees shall be trimmed and shaped as necessary to maintain a natural appearance according to ISA Standards. Heading cuts shall not be made. Suckers and water sprouts shall be removed. Dead or diseased branches shall be removed from trees whenever observed. Maintain safe, adequate clearance for vehicle and pedestrian traffic where appropriate. All pruning debris shall be removed from the site immediately after work is completed. The contractor shall not be responsible for pruning higher than 15 feet into any tree.

2.6.5 Staking & Tying

Trees requiring guys, stakes, or special care shall receive necessary preparations prior to the time that seasonal winds or rain occur to ensure that plant material is not damaged. Tree ties shall be inspected and replaced, ensuring that they are not girdling or otherwise damaging trees. All trees, which require

re-staking, will be done by the U.C. Extension specifications, which may be obtained from the County agent. All unnecessary stakes and ties will be removed.

2.6.6 Tree IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods that conform to County of Marin IPM Ordinance (Appendix B).

2.7 Shrub, Groundcover, and Vine Maintenance

2.7.1 General

All shrubs shall be maintained in a healthy vigorous, aesthetically pleasing condition through the use of good horticultural methods and practices and in accordance with the frequency schedules.

2.7.2 Irrigation

Sufficient quantities of water to replenish water in the root zone of the plant shall be applied. Basin modifications may be required.

2.7.3 Fertilization

Fertilizer shall have an analysis of at least 10% nitrogen, 5% phosphorous, and 5% potassium. Higher analysis fertilizer shall be used if soil test by County indicates the need. All shrubs shall be fertilized by broadcasting the material around the plant, then cultivating and watering it in. Shrubs shall be fertilized such that the shrub area has received 3 lbs. of actual nitrogen per 1,000 square feet per year.

2.7.4 Pruning

Shrubs shall be thinned and shaped as necessary to maintain a natural appearance. Vines shall be trained to cover the framework provided. Dead or diseased branches shall be removed from plants whenever observed. All debris shall be removed immediately after work is completed.

2.7.5 IPM

Contractor shall keep pests at an acceptable level by utilizing integrated pest management methods that conform to County of Marin IPM Ordinance (Appendix B).

2.7.6 Weed Control

Contractor shall remove by hand weeding and cultivation, all weeds at the seedling stage. All planting areas will be covered with 2-4" of high-quality arbor mulch, which will be selected in consultation with County staff. Mulched areas will be subsequently maintained at 2-4" to prevent weed growth. Herbicides, when used according to the ordinance, will be applied at the seedling stage per the U.C./Growers I.D. Handbook as a last resort.

2.8 Turf Maintenance

2.8.1 General

No Pesticide applications shall be made to any turf, playground or picnic areas. Turf shall be maintained in a healthy, vigorous, aesthetically pleasing condition through the use of best management practices, cultural practices, and mechanical methods.

2.8.2 Irrigation

Turf shall be watered as necessary to maintain proper growth, density and color. Do not over water so as to cause excessive run off or standing water. Contractor shall program the automatic controller to ensure adequate irrigation during the hours that the facility is closed. Contractor shall be held responsible for the cost of water overages in the third tier for water use not related to mainline breaks. Refer to "Water Management" language specified in section 1.5.

2.8.3 Mowing and Edging

Turf shall be mowed at a height of 1¾ to 2 inches using a well-sharpened lawn mower. Grass clippings shall be removed if necessary, to provide a neat appearance or to prevent damage to turf. Grass shall be kept one foot away from all trees. Prevent grass from growing over sprinkler heads and hindering proper irrigation coverage but avoid lowering the soil level.

2.8.4 Fertilization

Fertilizer shall have an analysis of a least 15% nitrogen, 3% phosphorous, and 3% potassium. Higher analysis fertilizer shall be used if soil test by County indicates the need. Turf shall be fertilized such that it receives at least three lbs. actual nitrogen per 1,000 square feet per year.

2.8.5 Aerification

Contractor shall verify the turf with equipment that will remove plugs. Plugs may be left on turf and returned to the soil if pulverized.

2.8.6 Pest and Weed Control

Contractor shall control weeds that may appear in the turf areas, using cultural and mechanical methods only. No application may be made to turf areas. Refer to the Marin County IPM Ordinance and Policy Acknowledgement (Appendix B).

2.9 Miscellaneous Maintenance

2.9.1 Litter Pickup and Removal

Contractor shall pick up all litter and cigarette butts as needed. All litter and debris must be disposed of offsite and handled in a fire-safe manor. Contractor shall empty and clean all exterior trash containers (not large bins).

2.9.2 Pavement Maintenance

Contractor shall sweep all sidewalks, gutters and parking lots as indicated on the frequency schedules. Using a blower may be substituted for sweeping as long as debris is blown into a pile and removed when appropriate. Contractor will not be responsible for striping of parking areas or for asphalt/concrete repair.

2.9.3 Irrigation Systems

Contractor shall be responsible for all irrigation remote control valve (RCV) and all lateral side irrigation including: drip emitters, spray heads, fittings, and lateral lines. Contractor shall not be responsible for any damage due to or theft of sprinkler heads, quick couplers, risers, and swing joints, including the tees or ells connecting them to supply lines. Other portions of the systems shall be corrected by contractor at County's expense upon receipt of County authorization to proceed. Any portion of the irrigation system

damaged as a result of contractor's operation or negligence shall be repaired at his expense. Replacement parts shall be of equal quality to original equipment. Contractor shall maintain and repair irrigation and other enclosures, as needed to preserve the integrity of landscaping. Refer to Water Management Program section 1.5.

2.9.4 Drainage

Contractor shall inspect and clean catch basins, open ditches, and drain pipes to insure proper flow of water. Branches bark, debris and leaves shall be removed.

2.9.5 Decomposed Granite Surfaces

If applicable to the site, contractor shall rake and compact material to maintain an even surface. Contractor shall remove all weeds from these areas.

2.9.6 Other Conditions

Contractor will notify the County of any conditions that may constitute a hazard or nuisance to the public

EXHIBIT A – FREQUENCY LANDSCAPE SCHEDULING & MAPS

Marin County Parks, Open Space, & Cultural Services Landscape Maintenance Frequency Schedule

Castro Field Park
65 Vendola Dr.
San Rafael

	Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December
<u>Tree Maintenance</u>																					
Irrigation									X			X	X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization							X						X					X			
Pruning (structural to 15')								X		X	X										
Pruning (deadwood to 15')									X	X	X	X	X	X	X	X	X	X	X	X	X
Staking & tying									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Shrub, Groundcover Maintenance</u>																					
Irrigation	X												X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization							X						X					X			
Pruning (structural)								X		X	X										
Pruning (deadwood)									X												
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain 3" mulch as weed prevention									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Turf Maintenance</u>																					
Irrigation									X				X	X	X	X	X	X	X		
Irrigation system inspection		X										X	X	X	X	X	X	X	X		
Mowing	X											X	X	X	X	X	X	X	X		
Edging		X										X	X	X	X	X	X	X	X		
Fertilization							X					X						X			
Aerification								X					X					X			
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Misc. Maintenance</u>																					
Litter & trash removal	X	X								X	X	X	X	X	X	X	X	X	X	X	X
Sidewalk blowing		X								X	X	X	X	X	X	X	X	X	X	X	X
Drain cleaning									X	X	X	X							X	X	X
Irrigation system inspection				X					X			X	X	X	X	X	X	X	X		
Irrigation system repair									X			X	X	X	X	X	X	X	X		
Site inspection with County					X					X			X			X			X		

Comments:

Irrigation controller is a solar powered LEIT clock. Turf spray and Shrub drip systems
 Rough mow of swale areas to be scheduled in early June. Drain must be kept free of debris
 Playground safety check to be conducted by county employee
 No pesticide applications to be made on turf



Marin County Parks, Open Space, & Cultural Services Landscape Maintenance Frequency Schedule

Adrian-Rosal Park
Corner of Adrian Way and Rosal Way
San Rafael

	Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December
<u>Tree Maintenance</u>																					
Irrigation									X			X	X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization						X							X					X			
Pruning (structural to 15')								X		X	X										
Pruning (deadwood to 15')									X	X	X	X	X	X	X	X	X	X	X	X	X
Staking & tying									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Shrub, Groundcover Maintenance</u>																					
Irrigation	X												X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization						X							X					X			
Pruning (structural)								X		X	X										
Pruning (deadwood)									X												
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain 3" mulch as weed prevention									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Turf Maintenance</u>																					
Irrigation									X				X	X	X	X	X	X	X		
Irrigation system inspection		X										X	X	X	X	X	X	X	X		
Mowing	X											X	X	X	X	X	X	X	X		
Edging		X										X	X	X	X	X	X	X	X		
Fertilization						X						X			X			X			
Aerification							X						X					X			
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Misc. Maintenance</u>																					
Litter & trash removal	X									X	X	X	X	X	X	X	X	X	X	X	X
Sidewalk blowing	X									X	X	X	X	X	X	X	X	X	X	X	X
Drain cleaning									X	X	X	X							X	X	X
Irrigation system inspection			X						X			X	X	X	X	X	X	X	X		
Irrigation system repair									X			X	X	X	X	X	X	X	X		
Site inspection with County					X					X			X			X			X		

Comments:

Irrigation control clock located at north east corner of the park inside box.
No pesticide applications to be made on turf
Myoporum shrubs infested with thrips. IPM solution sought
No pesticide applications to be made on turf



Marin County Parks, Open Space, & Cultural Services Landscape Maintenance Frequency Schedule

Pueblo Park
Between Rincon Way and Hacienda Way
San Rafael

	Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December
<u>Tree Maintenance</u>																					
Irrigation									X			X	X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization							X						X					X			
Pruning (structural to 15')								X		X	X										
Pruning (deadwood to 15')									X	X	X	X	X	X	X	X	X	X	X	X	X
Staking & tying									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Shrub, Groundcover Maintenance</u>																					
Irrigation	X												X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization							X						X					X			
Pruning (structural)								X		X	X										
Pruning (deadwood)									X												
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain 3" mulch as weed prevention									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Turf Maintenance</u>																					
Irrigation									X				X	X	X	X	X	X	X		
Irrigation system inspection		X										X	X	X	X	X	X	X	X		
Mowing	X											X	X	X	X	X	X	X	X		
Edging		X										X	X	X	X	X	X	X	X		
Fertilization							X					X			X			X			
Aerification								X					X					X			
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
<u>Misc. Maintenance</u>																					
Litter & trash removal	X									X	X	X	X	X	X	X	X	X	X	X	X
Sidewalk blowing	X									X	X	X	X	X	X	X	X	X	X	X	X
Tennis Court cleaning									X	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation system inspection			X						X			X	X	X	X	X	X	X	X		
Irrigation system repair									X			X	X	X	X	X	X	X	X		
Site inspection with County					X					X			X			X			X		

Comments:

Irrigation control clock located inside tennis courts
No pesticide applications to be made on turf



Santa Venetia Promenade
Landsaped Area on North San Pedro Rd.
Between Birch Way and La Pasada Way
San Rafael

Tree Maintenance

- Irrigation
- Basin maintenance
- Fertilization
- Pruning (structural to 15')
- Pruning (deadwood to 15')
- Staking & tying
- IPM Pest control
- IPM Weed control

	Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required	January	February	March	April	May	June	July	August	September	October	November	December	
Irrigation									X			X	X	X	X	X	X	X	X	X		
Basin maintenance									X													
Fertilization							X						X					X				
Pruning (structural to 15')								X		X	X										X	X
Pruning (deadwood to 15')									X	X	X	X	X	X	X	X	X	X	X	X	X	X
Staking & tying									X	X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X	X

Shrub, Groundcover Maintenance

- Irrigation
- Basin maintenance
- Fertilization
- Pruning, structural
- Pruning (deadwood)
- IPM Pest control
- IPM Weed control
- Maintain 3" mulch as weed prevention

Irrigation	X								X				X	X	X	X	X	X	X		
Basin maintenance									X												
Fertilization							X						X					X			
Pruning, structural						X			X					X			X				
Pruning (deadwood)									X												
IPM Pest control									X	X	X	X	X	X	X	X	X	X	X	X	X
IPM Weed control									X	X	X	X	X	X	X	X	X	X	X	X	X
Maintain 3" mulch as weed prevention									X												

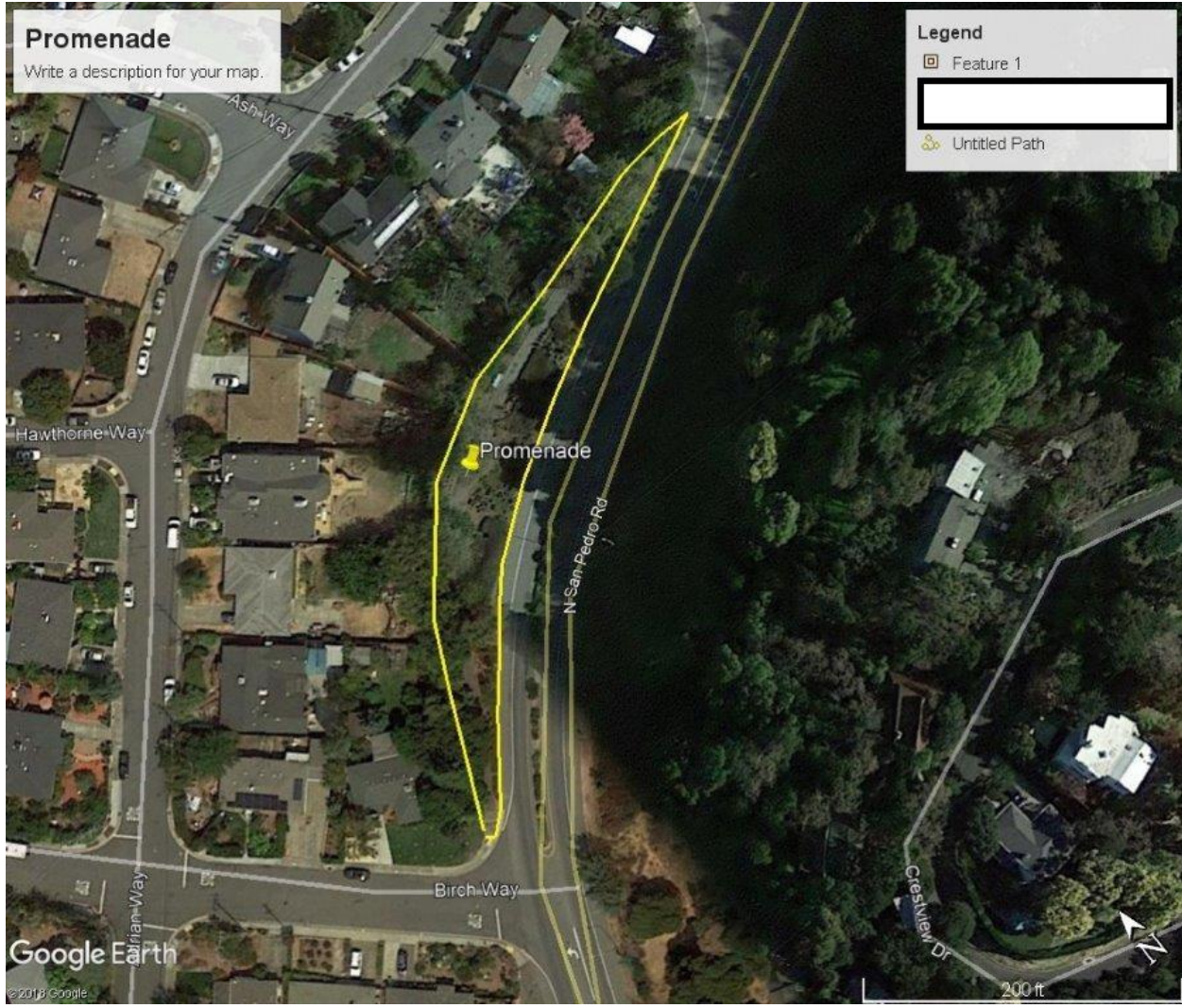
Misc. Maintenance

- Litter & trash removal
- Irrigation system inspection
- Irrigation system repair
- Site inspection with County
- Pathway sweeping and blowing
- Drain checking and cleaning
- Leaf litter cleanup
- Path blowing

Litter & trash removal	X									X	X	X	X	X	X	X	X	X	X	X	X
Irrigation system inspection		X										X	X	X	X	X	X	X	X		
Irrigation system repair								X													
Site inspection with County					X					X			X			X			X		
Pathway sweeping and blowing									X	X	X	X	X	X	X	X	X	X	X	X	X
Drain checking and cleaning									X	X	X	X	X						X	X	X
Leaf litter cleanup									X	X	X	X	X						X	X	X
Path blowing									X	X	X	X	X	X	X	X	X	X	X	X	X

Comments:

Leit Irrigation system controller on West end near corner of Birch Way



**Marin County Parks, Open Space, & Cultural Services
Landscape Maintenance Frequency Schedule**

Candy's Park
Adrian Way

Tree Maintenance

- Fertilization
- Pruning (structural to 15')
- Pruning (deadwood, clearance to 15')
- Staking & tying
- IPM Pest control
- IPM Weed control

Weekly	Biweekly	Monthly	Bimonthly	Quarterly	3 times/yr.	Twice a Yr.	Yearly	As Required
							X	
								X
								X
								X
							X	
							X	

January	February	March	April	May	June	July	August	September	October	November	December
			X							X	X
X	X	X	X	X	X	X	X	X	X	X	X
			X								X
X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X

Shrub, Groundcover Maintenance

- Irrigation
- Fertilization
- Pruning (structural)
- Pruning (deadwood)
- IPM Pest control
- IPM Weed control

X								
					X			
								X

			X	X	X	X	X	X	X		
			X					X			
X	X									X	X

Misc. Maintenance

- Litter & trash removal
- Irrigation system inspection
- Irrigation system repair
- Site inspection with County

X								
								X
						X		

			X	X	X	X	X	X	X		
X	X	X	X	X	X	X	X	X	X	X	X
			X								X

Comments:

Marin Center (Cultural Services building)

Write a description for your map.

Legend

- Backflow Preventer
- Brite Smile Inc
- Controller
- Corte Madera Library





**INTEGRATED PEST MANAGEMENT PROGRAM:
MONTHLY IPM TREATMENT REPORT FORM**

County Department / Contractor Firm Name:
Month:
Year:

APPLICATION DATE	SITE LOCATION CODE	PRODUCT APPLIED	EPA REGISTRATION NUMBER	TOTAL PRODUCT USED		APPLICATOR'S NAME	TARGET PEST(S)	ESTIMATED HOURS
				UNDILUTED QUANTITY	UNITS (CIRCLE)			

APPLICATION DATE	SITE LOCATION CODE	TREATMENT APPLIED (EX/ MOWING, WEEDING, PRUNING, MULCHING, SANITATION, CHECKING TRAPS, PEST IDENTIFICATION, PEST EXCLUSION, WATER MANAGEMENT, SOIL SOLARIZATION, FERTILIZER/SOIL AMENDMENTS, DESTROYING ALTERNATE HOSTS, ETC.)	TARGET PEST(S)	ESTIMATED HOURS

EXHIBIT C – IRRIGATION SCHEDULING FORM

SITE: _____ **DATE:** _____

MONTH:

____ First two weeks _____ Second two weeks

IRRIGATION CONTROL CLOCK TYPE:

STATION #	DAYS/WEEK	MINUTES/STATION	LANDSCAPE TYPE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

NOTES: _____

Appendix B: Required Forms

The following forms must be completed and submitted with the proposal as an Appendix unless otherwise specified below:

<u>SOLICITATION DOCUMENTS TO RETURN</u>
County Of Marin Integrated Pest Management (IPM) Ordinance & Policy Acknowledgement
Schedule of Fees
Exceptions to the Scope of Work
Offer (include with Letter of Transmittal)
References
Debarment and Suspension Certification
Non-collusion Declaration
Levine Act Disclosure Statement
Addendum (if applicable)

County Of Marin - Integrated Pest Management Ordinance No. 3521 and Integrated Pest Management Policy Acknowledgment

Please find and read the County of Marin Integrated Pest Management Ordinance No. 3521, Chapter 23.19, and, County of Marin Integrated Pest Management Policy currently in effect. By signing below, you are stating that you have read and understood the County of Marin Integrated Pest Management Ordinance and Policy and agree to strictly adhere to the guidelines, terms, conditions and requirements therein.

Signature _____

Date _____

INTEGRATED PEST MANAGEMENT RESOURCES:

General Information:

<https://parks.marincounty.gov/projectsplans/ipm>

IPM Ordinance:

<https://parks.marincounty.gov/sites/parks/files/2024-12/ipmordinanceenglish73013.pdf>

IPM Policy:

https://parks.marincounty.gov/sites/parks/files/2024-12/ipmpolicy_61813bosapprovedenglish.pdf

For a hard copy of the IPM ordinance and/or IPM policy, please contact Procurement via email at Procurement@marincounty.gov.

SCHEDULE OF FEES

SITE #	LOCATION	MONTHLY COSTS	ANNUAL COSTS
1	Castro Field Park	\$	\$
2	Adrian Rosal Park	\$	\$
3	Pueblo Park	\$	\$
4	Promenade	\$	\$
5	Candy's Park	\$	\$
TOTALS		\$	

HOURLY WAGES AND RATES FOR SUPPLEMENTAL WORK

CREW MEMBER	RATE PER HOUR
Landscape Crew Member	\$
Crew Leader	\$
Irrigation Technician	\$
Area Supervisor	\$
Arborist/ Climber	\$
Back-hoe Operation	\$
Irrigation Trencher	\$
Tractor Operation	\$
Additional: _____	\$
EQUIPMENT	RATE PER MILE
Pick-up Truck	\$
5-Yard Dump Truck	\$
Additional: _____	\$
LANDSCAPE PLANT INSTALLATION	RATE PER PLANT
Ground Cover per Flat	\$
1 Gallon	\$
5 Gallon	\$
15 Gallon	\$
24" Box	\$
Additional: _____	\$



EXCEPTIONS TO THE SCOPE OF WORK

Contractors shall fully describe any exceptions to the written requirements and/or scope, in the space provided below. Any exception taken shall be fully described to allow the County of Marin to evaluate its acceptance. Attach an additional sheet if more space is necessary.

<u>SECTION</u>	<u>PAGE NO.</u>	<u>DESCRIPTION OF EXCEPTION</u>



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.

REPRESENTATIONS AND CERTIFICATIONS

Company Name: _____
Address: _____

Phone: _____
Website: _____

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 _____

Signature of person authorized to sign bid: x _____

Printed name: _____
Title: _____
Date: _____
Phone: _____
Email: _____



REFERENCES

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.

Company Name: _____

Company Address: _____

Contact Person: _____

Phone number: _____ **Email:** _____

Services Provided / Date(s) of Service: _____

Company Name: _____

Company Address: _____

Contact Person: _____

Phone number: _____ **Email:** _____

Services Provided / Date(s) of Service: _____

Company Name: _____

Company Address: _____

Contact Person: _____

Phone number: _____ **Email:** _____

Services Provided / Date(s) of Service: _____



**DEBARMENT AND SUSPENSION CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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 _____

Signature of Authorized Representative

Printed Name and 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.)

Signature of Authorized Representative

Printed Name and Title



LEVINE ACT DISCLOSURE STATEMENT & FORM

The Levine Act applies to all agencies whose members are directly elected by the voters. It precludes these 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 \$250 in the 12 months before the pendency of the license, permit or other entitlement for use, and for 12 months following the final decision, from the person or company awarded the license, permit or use. The Levine Act defines the phrase "license, permit or other entitlements for use" to include "all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises."

You must complete this form if you are a party, participant or agent that has contributed more than \$250 to a member of the Board of Supervisors, or to the Assessor, District Attorney, or Sheriff, within the 12 months prior to a proceeding involving a license, permit or other entitlement for use, as defined in Government Code section 84308, subd. (a). Agents to a party include an attorney, engineer, architect, or other representative, and are subject to the requirements of the Levine Act in the same manner as parties and participants.

Parties are solely responsible for completing this form accurately and should refer to Government Code section 84308, et seq. and to California Code of Regulations, Title 2, section 18438, et seq. If you are uncertain about whether you are required to report or combine a contribution, you should consult with an attorney. Submit separate forms for each elected County officer to whom a contribution was made.

Title or Short Description of Proceeding:

Name of County Officer that Received Contribution: _____

Name of Party to the Proceeding: _____

Name of Person/Entity that Made the Contribution: _____

Contribution Date: _____ Contribution Amount _____

By signing below, I certify that the statements made herein are true and correct and that, as the party or agent to a party, I represent I will comply with California Government Code section 84308. I also agree to disclose any contributions made to an elected County Official that participates in this proceeding

Date

Signature of Party or Agent

Name of Party or Agent

Appendix C: General Provisions

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

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.

Attorney's Fees

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each party shall cover their own attorneys' fees and cost.

Request for Proposal (RFP)

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth in this solicitation. -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.

California Public Records Act (CPRA)

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

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

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

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.

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.
--

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.

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:

- (4) Name and address of the injured or deceased person, and
- (4) Name and address of Proposer's subcontractor (if any), and

- (4) 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.

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.

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.

Debarment and Suspension Certification

Title 48, Code of Federal Regulation, Part 9.4

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

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

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

Digital Accessibility

Vendor shall ensure that all digital content and deliverables shall meet the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG), Version 2.2, level AA or most recent version. Vendor is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Vendor, and in any software, documents, videos, and/or trainings given and published by Vendor and delivered under this contract. Applicable laws include but are not limited to Americans with Disabilities Act (ADA), 21st Century Communications and Video Accessibility Act (CVAA), and California Government Code Sections 7405 and 11135.

Vendor will engage in good faith with open and effective communication with County of Marin to solve and address accessibility issues. County of Marin will collaborate with vendor around accessibility,

understanding that it is the vendor's responsibility to conduct accessibility testing and create accessible deliverables.

Non-Discriminatory Employee

The County of Marin does not discriminate on the basis of race, color, age, sex, religion, mental or physical disability, marital status, national origin or ancestry, 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.

By conducting business for or with the County, you are representing your commitment to rejecting inequities and discrimination in employment, services, and practices by ensuring fair and equitable treatment for all. To further this commitment, we encourage vendors from all backgrounds, sizes and experiences to submit proposals for County business opportunities.

Fair Employment Provisions

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

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

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

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

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

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

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.

General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

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.

If applicable the entity, its owner, or its agents responding to this Request for Proposal shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1-18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6) totaling more than \$500 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), totaling more than \$500 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. If applicable, the entity, its owner, and its agents responding to this Request for Proposal shall submit the [Levine Act Disclosure Statement & Form](#) with the proposal.

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 Declaration shall be signed and returned with the submitted proposal.

Informed Proposers/ Examination of Documents

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

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.

Interpretation and Corrections

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

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:

Joint Procurement

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

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).

<https://www.marincounty.gov/departments/executive/economic-vitality/employer-resources/living-wage-ordinance>

Negotiation and Acceptance of Terms

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

Nomenclatures

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

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.

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.gov/departments/board/boards-and-commissions/peace-conversion-commission>

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.

Award Protest Procedures

Any protest of the proposed award of Contract to the bidder deemed the lowest responsive and responsible bidder must be submitted in writing to the County Purchasing Agent no later than 5:00 PM of the third (3rd) business day following the determination of the lowest responsible proposers, and

- The initial protest must contain a complete statement of the basis for protest.
- The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsive, responsible bidder.
- The party filing the protest must have submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder but must timely pursue its own protest.
- The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code,

filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

- The County shall review all timely protests prior to formal award of the Bid. The County shall not be required to hold an administrative hearing to consider a timely protest but may do so at the option of the County Purchasing Agent. When either the County Board of Supervisors or the County Purchasing Agent consider the award of the Bid, the awarding party shall consider County Counsel's assessment of the merits of any timely protests. The awarding party may

- 1) request additional information,
- 2) deny the protest and award to the lowest responsive, responsible bidder,
- 3) accept the protest and award the bid to the lowest bidder that is found to be responsible and responsible or
- 4) reject the protest and award to the lowest responsive, responsible bidder.

- These bid protest procedures shall not limit the County's ability to reject all bids.

Bid Protests based upon a staff recommendation to the County Board of Supervisors or County Purchasing Agent, when authorized to award this project, that the apparent low bidder is not a responsive and/or responsible bidder shall be subject to the following procedure:

- The County Purchasing Agent or his/her designee shall provide notice to the apparent low bidder of its determination and recommendation to the County Board of Supervisors, or Public Works Director, that the bidder is not responsive and responsible stating the specific reasons therefore.
- The bidder shall no later than 5:00 PM of the second (2nd) business day following receipt of the notice, file any protest in writing with the County Purchasing Agent or his/her designee. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or evidence not previously set forth in the written submissions that reasonably could have been raised, the County will not consider such new evidence in the determination of the protest.
- The protest will be processed in the same manner as other protests are processed as described above.

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.

Supplier Performance Management Program (SPMP)

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

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).

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.

Termination for Convenience

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

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

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.

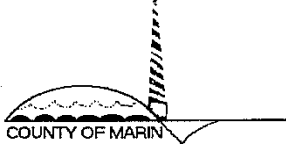
Vendor Access

Awarded vendors must be registered in the County's financial ERP system. New vendor account registrations may vary dependent on provided documentation and internal approvals. Additional information on becoming a registered vendor with the County can be found at the following website <https://www.marincounty.gov/departments/finance/accounts-payable/register-vendor> .

Withdrawal of Proposal

Submitted proposals:

1. May be withdrawn prior to the opening date only by written request of the proposer;
2. May not be withdrawn within 60 calendar days after the proposal opening.



County of Marin General Services Agreement

THIS GENERAL SERVICES AGREEMENT (the "Agreement") dated _____ is BY AND BETWEEN:

(The "County")
-- AND --

(The "Contractor")

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

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

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

Term of Agreement: Agreement shall commence on _____ and shall terminate on _____.

Fees and Payment Schedule: In no event will the cost to County for the services to be provided herein exceed the maximum sum of _____, including direct non-salary expenses. Contractor shall provide County with its Federal Tax I.D. number prior to submitting the first invoice. Exhibit D may provide greater detail of payment schedule.

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

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

County of Marin

Contractor

Printed Name & Title

Printed Name & Title

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

APPROVED AS TO FORM:

County Counsel: _____ Date: _____

Printed Name & Title: _____

SAMPLE

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT B

TERMS AND CONDITIONS

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

Commercial General Liability:

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

Commercial Automobile Liability:

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor, Contractor shall provide Comprehensive Business or Commercial Automobile Liability coverage, including non-owned and hired automobile liability, with limits of not less than \$1,000,000 per accident for bodily injury property damage.

Workers' Compensation:

Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work. Contractor must also carry Employers Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

Contractor's insurance coverage shall be primary coverage as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grant Entity a waiver of any right to subrogation which an insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss

under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

2. **INDEMNITY.** To the fully extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall indemnify, defend (with legal counsel reasonably acceptable to County), and hold harmless County, its employees, officers, departments, officials, representatives, and agents, from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its agent), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigations) whether or not involving a third party claim, which arise out of or relate to any breach of any representation or warranty contained in this Agreement, as well as any negligence, recklessness, willful misconduct or omission in the performance of this Agreement.
3. **ANTI-DISCRIMINATION AND ANTI-HARASSMENT.** Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, sexual orientation, gender

identity, genetic information, or any other basis protected by law. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

4. **LICENSING AND PERMITS.** Contractor shall maintain the appropriate licenses through the life of this Agreement. Contractor shall also obtain any and all permits which might be required by the services to performed herein.
5. **BOOKS OF RECORD AND AUDIT PROVISION.** Contractor shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Agreement. Contractor will permit County to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this Agreement in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.
6. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR.** Any and all work product resulting from this Agreement is commissioned by the County of Marin as a work for hire. County shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.
7. **TERMINATION.**
 - a. If Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
 - b. Force Majeure. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
 - c. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of

termination shall be by written notice to the other parties and be sent by registered mail.

- d. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

8. **APPROPRIATIONS.** Where the funding source for this Agreement is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in this Agreement to reflect that elimination or reduction.
9. **RELATIONSHIP BETWEEN THE PARTIES.** It is expressly understood that in the performance of the services herein, Contractor, and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.
10. **ADDITIONAL SERVICES.** County shall not be responsible for services rendered that are not set forth in the Scope of Work. When this Agreement covers a continuing service rendered over a stated period of time, a new Agreement must be obtained upon expiration of the term to authorize the continuation of service.
11. **TIME IS OF THE ESSENCE.** Time is of the essence on this Agreement. If services are not completed at the time agreed, County reserves the right to cancel this Agreement and hold Contractor accountable. If service dates cannot be met, Contractor agrees to advise County, in writing of the earliest possible date for delivery of services.
12. **MISCELLANEOUS PROVISIONS.**
 - a. Integration; Incorporation. This Agreement, including all exhibits attached hereto, and all specifications, drawings, and data submitted to Contractor with the order are hereby incorporated and made a part hereof.
 - b. Amendments. This Agreement may only be amended by written agreement signed by all the parties to this Agreement.
 - c. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of this Agreement can be enforced without failure of material consideration to any party, then the remaining provisions shall continue in full force and effect. If, however, the

- provision to be severed is a material part of this Agreement, the foregoing shall not apply, and the parties shall in good faith renegotiate such provision.
- d. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.
 - e. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each party shall cover their own attorneys' fees and cost.
 - f. Waiver. A failure by a party to this Agreement to require full compliance with any requirement or condition of this Agreement shall not be deemed to be a waiver of that requirement or condition or of any subsequent breach of the same or any other requirement or condition. Acceptance by County of performance or fulfillment of a requirement or a condition by Contractor, including payment to Contractor by County, shall not be deemed to be a waiver of any preceding breach by Contractor, regardless of County's knowledge or such preceding breach at the time of acceptance.
 - g. Conflict of Interest. Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Contractor hereby covenants that during the term of this Agreement it will not employ any person to administer any portion of this Agreement that has an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
 - h. Headings. The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.
 - i. Authority of Signatories. Any individual executing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Contractor, and that this Agreement is binding upon said Contractor in accordance with its terms.
 - j. Assignment/Subcontracting. Neither party may delegate its rights or obligations under this Agreement and shall not assign, subcontract or otherwise transfer its rights or obligations or any interest herein without the express prior written consent of the other party. Any attempted assignment, transfer, delegation, hypothecation or subletting without the other party's prior written consent shall be null and void.

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

The California Franchise Tax Board through California Revenue and Taxation Code (R&TC) 18662 and the related regulations require the withholding of California income and franchise taxes from payments made to non-resident California vendors performing services in this state. A withholding of 7% (the 2011 rate, which is applicable to change) of all service related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that will be withheld from non-resident foreign non-corporate partners, corporate partners and foreign banks (including financial institution partners).

14. **DEBARMENT CERTIFICATION.** The bidder under Title 49, Code of Federal Regulation, Part 29, under penalty of perjury, certifies that upon acceptance of this Agreement, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct in the past 3 years.

15. **STATE REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code 1771.1(a)]. No Contractor or subcontractor can be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

EXHIBIT D
FEE AND PAYMENT SCHEDULE

SAMPLE

EXHIBIT E

FEDERAL PROVISIONS

This Exhibit is incorporated into the Agreement entered into between Contractor and County.

I. DEFINITIONS

- a. **Government** means the United States of America and any executive department or agency thereof.
- b. **FEMA** means Federal Emergency Management Agency.
- c. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from FEMA.

II. FEDERAL COMPLIANCE

- a. This is an acknowledgement that FEMA financial assistance will be sought and if available used to fund all or a portion of the Agreement. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein for reference. Contractor's failure to so comply shall constitute a material breach of the Agreement.
- b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. CLEAN AIR ACT (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. Contractor agrees to report each violation to The County of Marin and understands and agrees that the County of Marin will, in turn, report each violation to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.

IV. FEDERAL WATER POLLUTION CONTROL ACT (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Contractor agrees to report each violation to the County of Marin and understands that The County of Marin will, in turn, report each violation to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provide by FEMA.

V. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (as amended)

- a. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of the Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements;
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website. <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act".

VII. DEBARMENT AND SUSPENSION CLAUSE

- a. The Agreement and this Exhibit is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of

Contractor's principals (defined at 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded or disqualified (defined at 2 C.F.R. §180.935).

- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transactions it enters into.
- c. This certification is a material representation of fact relied upon by the County of Marin. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the remedies available to the County of Marin, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the offer is valid and throughout the period of any contract that may arise out of this offer. The bidder or proposer agrees to include such compliance in its lower tier covered transactions.

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers or other construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- a. *Overtime requirements:* No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty(40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages:* In the event of any violation of the clause set forth in VII(a) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in VIII(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in VIII(a) of this section.
- c. *Withholding for unpaid wages or liquidated damages:* the County of Marin shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which

is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in VIII(b) of this section.

- d. *Subcontracts*: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in VIII(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in VIII(a) through (d) of this section.

IX. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGOS, FLAGS

- a. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

X. ACCESS TO RECORDS

- a. Contractor agrees to provide the County of Marin, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- d. In compliance with the Disaster Recovery Act of 2018, the County of Marin and Contractor acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XI. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. The Federal Government is not a party to the Agreement or this Exhibit and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.
- b. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Contractor acknowledges that the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement.

XIII. TERMINATION FOR CAUSE

Contractor's failure to perform or observe any term, covenant or condition of this Exhibit shall constitute an event of default under the Agreement and County may terminate the Agreement.

XIV. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3).

- a. During the performance of the Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
 - iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of

such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

- XV. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair above \$2,000 where the Davis-Bacon Act also applies; 44 CFR §13.36(i)(4))
- a. Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable, which are incorporated by reference into the Agreement.
 - b. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.
- XVI. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)
- a. To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under the Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Agreement.

- b. Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

XVII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA)

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- b. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- c. Contractor agrees to include paragraphs a. and b. above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XVIII. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

- a. The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XIX. LEVINE ACT COMPLIANCE

- a. If applicable Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1-18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6) totaling more than \$500 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), totaling more than \$500 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. If applicable, Contractor, owner, or its agents shall submit the [Levine Act Disclosure Statement & Form](#) with the contract.

Attachment 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

THE FOLLOWING EXHIBITS ARE INCLUDED TO COMPLETE THIS CONTRACT:

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

SAMPLE