

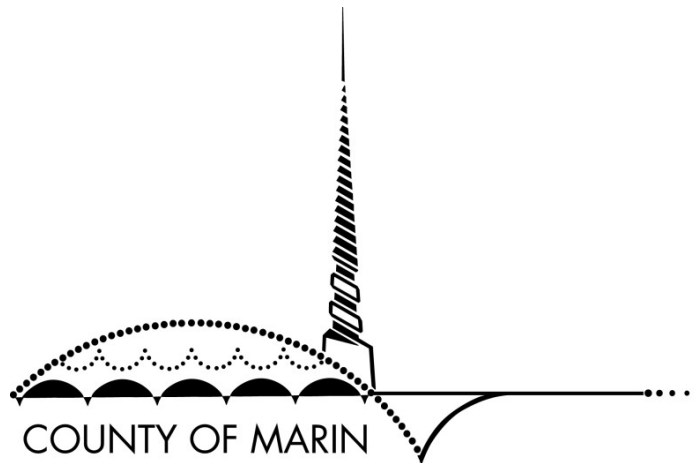
COUNTY OF MARIN

Request for Proposals #2906

Sir Francis Drake Boulevard Corridor Operations & Innovation Plan

US-101 to Western Fairfax Boundary | Marin County, California

Date Released:
Monday, June 15, 2026



Submittals Due By:
5:00 pm on **Monday, July 20, 2026**

to the

Office of County Executive
3501 Civic Center Drive, Room 304
San Rafael, CA 94903
Attention: Jorge Molina
Jorge.Molina@marincounty.gov

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I. Project Information and Scope of Work

A. Purpose

The County of Marin seeks a qualified transportation and mobility consulting team to lead an operations-led, innovation-forward multimodal corridor planning effort for Sir Francis Drake Boulevard (SFD). The project will treat SFD as a single managed corridor spanning multiple jurisdictions and develop an actionable, implementation-focused strategy that includes prioritized recommendations, pilot-ready concepts, and a phased delivery program.

The consultant shall evaluate corridor operations through targeted data collection and analysis, identify innovative and practical solutions to improve travel time reliability, transit performance, safety, and multimodal mobility, and prioritize recommendations through stakeholder and community engagement. Respondents are encouraged to bring forward emerging best practices, innovative mobility concepts, and proven approaches from other jurisdictions that may be adapted to Marin County's unique context.

The desired outcome is a corridor plan that identifies near-term actions, pilot opportunities, and long-term improvements capable of delivering measurable improvements in reliability, safety, transit performance, and multimodal mobility.

B. Background

Sir Francis Drake Boulevard is one of Marin County's most constrained multi-jurisdictional corridors, linking U.S. 101, San Anselmo, Ross Valley communities, Fairfax, and West Marin. Recurring delay and unreliability are driven not by roadway width, but by fragmented corridor operations, unmanaged curb activity, concentrated peak-period demand, and delay propagation from key constraints, most notably the San Anselmo Hub.

Approximately 65,000 vehicles travel through the San Anselmo Hub each day, carrying an estimated 97,500 people. That is approximately 1.7 times the current population of San Rafael. This does not include latent demand from travelers who choose alternative routes in hopes of avoiding the Hub's congestion.

The SFD corridor serves over 30,000 vehicles per day and passes through multiple jurisdictions including County of Marin (Greenbrae and Kentfield), Ross, San Anselmo, and Fairfax. Each jurisdiction may have unique priorities and objectives, contributing to the complexity of finding a single corridor solution.

Destinations accessed from SFD include US 101, multiple public and private schools, a general hospital and medical offices, a community college, recreational areas, senior housing, single-family and multifamily residential neighborhoods, shopping centers, local businesses, professional services, and community gathering places. As a result, the corridor plays a critical role in supporting both the economic vitality of local commercial districts and the overall quality of life within the communities it serves.

The corridor varies widely in cross-section, ranging from multi-lane segments to constrained sections with only one travel lane in each direction. The corridor includes medians, sidewalks, bicycle facilities, transit stops, and roadside parking in various locations. Some segments lack shoulders or pull-off areas. Portions of the corridor operate under coordinated signal systems and include emergency vehicle preemption and pedestrian recall features. Speed limits range from 25 to 40 miles per hour along the corridor.

There are five Marin Transit/Golden Gate Transit lines serving Sir Francis Drake Blvd (Route 22, 23, 29, 68 and 228). Several of these transit lines also serve historically underserved communities in Marin City and the Canal District in San Rafael. School buses also rely on the corridor, while many children walk, bike, or roll to school and cross SFD daily. Pedestrians and transit users use the corridor to access medical facilities, the College of Marin, businesses, community services, and residences.

The County is undertaking certain community outreach, data collection, and multi-agency coordination efforts that will support the consultant's work. Prior to consultant onboarding, key stakeholders along the corridor will be interviewed regarding challenges, opportunities, and ideas for improvement. The results of the interviews will be compiled for the consultant's use. The County is developing a community input data collection tool that the consultant will use to gather broad-based community input on potential improvements. Additionally, the County is developing a coordination framework for implementing cross jurisdictional solutions that balance corridor needs with local jurisdiction decisions. The framework will inform governance issues for identified improvements.

C. Study Area

The study area includes Sir Francis Drake Boulevard from U.S. 101 westward through San Anselmo and Ross Valley to the western boundary of Fairfax, including key intersections, transit stops, school zones, and major access points. Off-corridor improvements shall be considered as a part of the comprehensive system-wide solution.

D. Core Problem to Solve

SFD experiences chronic congestion and unreliability driven primarily by:

- Limited coordination of signal operations and corridor management across jurisdictions.
- Differing jurisdictional priorities regarding side-street operations and corridor performance.
- Transit delays caused by general traffic congestion and lack of transit priority treatments in the corridor.
- Unmanaged curb activity and loading operations (such as school pickup/drop-off) and limited Transportation Demand Management solutions to manage peak-period demand concentration.
- Delay propagation from major bottlenecks, most notably the San Anselmo Hub, which carries approximately 65,000 vehicles per day.
- Gaps and constraints affecting bicycle, pedestrian, and multimodal travel.
- Portions of the roadway and intersections are also identified as being on Marin's high collision network.

The problem may be further defined by community input expected prior to and during the study. Traditional capacity expansion is infeasible or cost ineffective. The project therefore focuses on modern corridor operations, coordination, deployable transportation technologies, and enabling mode shift through the corridor where possible.

E. Project Goals

The consultant shall develop a corridor framework that:

- Treats SFD as a single managed corridor system
- Improves travel time reliability and transit performance, while supporting multimodal access and safety
- Reduces operational friction from signals, curb activity, and peak demand
- Establishes corridor performance metrics and monitoring methods
- Produces a prioritized and implementable program of actions supported by measurable performance outcomes, implementation responsibilities, and potential funding pathways.

F. Project Context

The County encourages respondents to identify opportunities to leverage emerging technologies, data-driven decision-making tools, and innovative delivery approaches where they provide demonstrable public benefit and can be realistically implemented within the corridor context.

This project is intended to produce:

- A multimodal corridor operations and management strategy
- Recommendations focused on reliability, transit performance, multimodal mobility, and coordination
- Deployable solutions supported by measurable outcomes and near-term implementation opportunities

This project is not intended to be:

- A roadway widening study
- A standalone downtown placemaking project

- A speculative or technology-for-technology's-sake exercise
- A conceptual planning effort lacking a path to implementation

G. Consultant Role

The County seeks a consultant team capable of developing an actionable, implementation-focused multimodal corridor plan that agencies can advance and implement, rather than a conceptual planning study. The County has undertaken preliminary stakeholder engagement to identify key concerns, opportunities, and ideas for improvement along the corridor. Findings from this effort will be provided to the selected consultant and shall inform project analysis, strategy development, and implementation recommendations. The selected consultant is expected to:

- Diagnose corridor and Hub operations using real-world data
- Conduct community engagement activities to gather input, communicate findings, and inform the development and refinement of corridor improvement strategies.
- Define quantitative and qualitative corridor performance metrics and evaluation methods
- Manage stakeholder data collection in alignment with County resources (i.e., using the County-developed tool, Engage Marin)
- Identify and screen deployable operational and technology strategies
- Design pilot-ready concepts (quick-build where feasible) and P3 pilot program, including guidance for evaluation and long-term implementation, potentially through open solicitation process
- Develop a phased implementation plan with clear governance

H. Scope of Work

1. Project Initiation and Management

- Kickoff meeting and confirmation of scope, roles, and schedule
- Project management plan and coordination structure
- Community engagement plan
- Ongoing progress tracking and reporting
- 3-5 meetings with Advisory Group

Deliverables: Project Management Plan; community engagement plan; detailed schedule; meeting agendas, materials, and notes; invoices and monthly status reports; biweekly project management meetings

2. Existing Conditions and Operational Assessment

- Corridor travel time reliability analysis by mode
- Signal coordination and operations review
- Transit operations and delay analysis

- Curb activity and conflict assessment
- Bicycle and pedestrian activity, connectivity, and gap analysis
- Safety and multimodal interaction review
- Identification of dominant operational constraints, including the San Anselmo Hub
- Review previous plans for SFD and other relevant plans such as the Countywide Transportation Plan, Local Road Safety Plan, and emerging countywide traffic signal modernization planning. A selection of available studies are listed in Section J.
- Investigate and determine jurisdictional strengths, constraints, opportunities, and implementation considerations.
- Include findings from stakeholder outreach conducted separately prior to this engagement

Deliverables: Existing Conditions & Operations Memo; corridor constraint summary.

3. Performance Measurement and Data Framework

- Define corridor KPIs relevant to project goals and solutions
- Identify quantitative and qualitative data sources
- Develop before/after evaluation methods
- Recommend dashboard and reporting concepts

Deliverables: Performance Measurement Framework; evaluation templates.

4. Operations and Innovation Strategy Development

- Signal modernization strategies
- Transit priority tools
- Curb and demand management strategies
- Traveler information and coordination concepts
- Programmatic solutions
- Multimodal access improvements
- Screening and prioritization of strategies based on feasibility, implementation readiness, cost, complexity, scalability, potential performance benefits, and consistency with corridor goals.

Deliverables: Corridor Strategy Toolkit; screening matrix.

5. Visualization for Community Engagement

- Screened operational concepts addressing constraints
- Pilot-ready strategies with measurable outcomes
- Development of visualizations and presentation materials for the SFD Innovation Workshop

- Prioritized projects/project elements

Deliverables: Concept Package; pilot recommendations.

6. Implementation Plan

- Phased implementation (near / mid / long term)
- Pilot playbook (roles, operations, evaluation)
- Governance framework
- Funding-readiness alignment

Deliverables: Implementation Plan; pilot playbook; governance framework.

7. Engagement and Decision Support

- Conduct community engagement to arrive at final project priorities
- Decision-oriented materials and presentations for Advisory Group and for SFD Innovation Workshop

Deliverables: Presentation materials.

I. Expected Deliverables Summary

The consultant shall provide all deliverables in editable formats, including:

- Technical memoranda
- Existing Conditions & Operations Memo
- Community Outreach Plan
- Performance Measurement & Governance Framework
- Corridor Strategy Toolkit with readiness screening
- Visualization of screened options
- Phased Implementation Plan + Pilot Playbook
- Presentation at a public workshop
- Final report and concise executive summary
- Data files and supporting documentation

J. Data and Reports Available

Multimodal Planning	
Marin Countywide Transportation Plan 2050	https://www.tam.ca.gov/wp-

	content/uploads/2025/03/Final_CTP_Report_20250305.pdf
The Hub Transportation on Study, Town of San Anselmo, 2023	https://www.sananselmo.gov/DocumentCenter/View/29712/Final-Hub-Study
Lincoln Avenue Corridor Study Artificial Intelligence Pilot	https://www.tam.ca.gov/wp-content/uploads/2026/04/9-Lincoln-Ave-Corridor-Study-AI-Pilot.pdf
Sir Francis Drake Boulevard Corridor Rehabilitation Project Presentation to TAM July 8, 2019	https://www.tam.ca.gov/wp-content/uploads/2019/07/10c-Powerpoint-Marin-County.pdf
Traffic Modeling and Monitoring	
Local Road Safety Plan	https://www.tam.ca.gov/wp-content/uploads/2026/03/2024-Marin-County-LRSP.pdf
SFD Map with Traffic Counts and Speeds	Attached
TAM Traffic Signal Study (in progress)	Interim results to be provided after consultant selection
Traffic, Transportation, and Demographic Statistics	https://www.tam.ca.gov/resources-news/data-statistics/
Placer.ai and other traffic and travel data	Available after consultant selection
Transit Planning and Ridership Statistics	
Marin Transit FY 2024/25 System Performance Report	https://marintransit.gov/sites/default/files/2025-12/120125%20FY%202024-25%20Annual%20Report.pdf
Corridor ridership and run time analysis	Available after consultant selection
Bicycle and Pedestrian Planning	
Marin County Unincorporated Area Bicycle and Pedestrian Plan (2018)	https://publicworks.marincounty.gov/documents/mc-unincorporated-bicycle-pedestrian-plan-2018/
Town of San Anselmo Bicycle and Pedestrian Master Plan Adopted November 29, 2016, Revised February 2025	https://www.sananselmo.gov/DocumentCenter/View/33514/2025-Town-of-San-Anselmo-Bicycle-and-Pedestrian-Master-Plan
Town of Fairfax Bicycle and Pedestrian Master Plan Update - underway	https://townoffairfaxca.gov/2026-bicycle-and-pedestrian-plan/
City of Larkspur Bicycle and Pedestrian Master Plan 2017 Update	https://www.ci.larkspur.ca.us/DocumentCenter/View/9487/Larkspur_BikePedPlan_20170223
Town of Ross Bicycle and Pedestrian Master Plan 2018 Amendments	https://www.townofrossca.gov/sites/default/files/fileattachments/public_works/page/252/ross_draft_bicycle_plan_8.3.18.pdf

K. Budget

The County of Marin has allocated \$300,000.00 to cover the work outlined in the specific proposal terms for the development of a Sir Francis Drake Corridor Operations & Innovation Strategic Plan.

****End of Project Information and Scope of Work****

II. Instructions

A. Solicitation Questions

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 any party 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 submit their questions and/or request clarification or modification of the document(s) in writing via email.

All questions must be emailed and received by Monday, June 29, 2026, no later than 5:00 pm local time. Questions asked after this date and time will not be considered.

- All questions shall be submitted to Jorge Molina via email at Jorge.Molina@marincounty.gov.
- Phone calls and faxed questions will not be accepted.
- The subject line of the email shall be: *RFP 2906 Sir Francis Drake Boulevard Corridor Operations & Innovation Plan – Solicitation Question.*

Answers to all written questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website no later than **Thursday, July 2, 2026**, by the end of the day. It is the responsibility of all interested proposers to access the website(s) for this information.

B. Proposal Submittal Requirements

- Submitted responses must include the form(s) provided with this solicitation package.
- All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand.
- All proposals submitted must have a completed Offer Form signed by a duly authorized officer of the proposing contractor.
- Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered.
- 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 access the solicitation documents, addendums and required forms on the [Contracting Opportunities](#) or [Bid Express®](#) websites. However, bidders are required to register for a complimentary Bid Express® account to download solicitation documents. To submit a proposal using Bid Express® there is an associated fee. 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.

- **Bid Express submittal:** Submit solicitation documents via Bid Express® using the following link: www.bidexpress.com/rfpname_n_stuff

- **One (1) Electronic PDF version of the proposal is due Monday, July 20, 2026, no later than 5:00 pm local time.**
- **Completed proposals should be submitted to Jorge Molina via email at Jorge.Molina@marincounty.gov.** An acknowledgment email will be sent to confirm receipt of the proposal. If the proposer does not receive an email with "Received" confirmation within 24 hours of the submission deadline, it is the proposer's responsibility to follow up with the Jorge Molina at Jorge.Molina@marincounty.gov. Failure to follow up or receive a confirmation email will result in the submission not being considered by Jorge Molina.
- **The subject line shall be: RFP 2906 Sir Francis Drake Boulevard Corridor Operations & Innovation Plan – Submitted Proposal.**

The proposal should be straightforward, concise and provide "layperson" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer.

The proposal should contain the sections in the order indicated below, along with any additional information appropriate:

1. **Cover Letter:** Provide a letter of introduction, no more than 1 page in length. The cover letter should also include a profile and brief description of the organization. The letter should also describe the organization's capacity to complete the Scope of Work. A designated primary contact for the duration of the contractual period should be identified.
2. **Staff Qualifications and Resumes.** Provide a brief description of the qualifications of key personnel, staff or sub-consultants assigned to the services. Include resumes/CVs for key staff and subcontractors. Please make sure that each resume is no more than 1 page per team member.
3. **Organization Qualifications and Approach to Scope of Work.** This section shall briefly define the organization's qualifications and approach the Proposer will undertake to best serve the County's needs outlined in the Scope of Work. The County is particularly interested in firms that can provide an innovative and fresh perspective on reimagining the Sir Francis Drake Boulevard corridor. Proposers shall demonstrate relevant experience and capabilities in the following areas:
 - a. Successful delivery of projects comparable in scale, complexity, and scope, including measurable outcomes and major accomplishments.
 - b. Multimodal corridor operations, traffic systems management, and traffic signal optimization.
 - c. Transportation safety analysis and implementation of Safe Systems or comparable safety-focused approaches.
 - d. Transit operations and priority implementation experience.
 - e. Planning and implementation of bicycle, pedestrian, and multimodal improvements within constrained, high-traffic corridors.
 - f. Curb management in constrained town centers.
 - g. Performance measurement and data integration capability with qualitative and quantitative data.

- h. High-touch stakeholder engagement and broad-based community outreach that supports informed decision-making.
 - i. Development and implementation of projects requiring coordination among multiple jurisdictions, agencies, and stakeholders.
 - j. Application of advanced analytics, business intelligence, visualization platforms, artificial intelligence, or digital twin technologies in transportation planning, operations, or corridor management.
 - k. Experience developing or implementing innovative transportation solutions through public-private collaboration, technology partnerships, pilot programs, or demonstration projects with measurable public benefits.
4. **Work Plan.** In a table format, describe your work plan for achieving the tasks outlined in the Scope of Work, including specific timeframes, deliverables, tools/ strategies, and clear benchmarks for measuring progress.
5. **References and clients.** Provide at least two (2) references for similar work that your organization has provided within the last four (4) years. Include a brief description of the services, the agency names, contact names, email and phone numbers, dates of services performed and successful work completed.
6. **Disclosure of any alleged significant prior or ongoing contract failures,** any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Marin reserves the right to reject any proposal based upon the Proposer's prior history with the County of Marin or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time and will be rejected.

All costs of preparation of proposals including travel for any interviews scheduled shall be borne by the respondents.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request additional information not included in this RFP from any of the respondents.

C. Solicitation Documents to be Returned with Submittal

In addition to the documents described in the Proposal Submittal Requirements section above, the following forms must be completed and submitted with the Proposal by the Submittal Deadline in the order listed below.

Submittal Document 1: Narrative Proposal (see Section B for Proposal Submittal Requirements)

Submittal Document 2: Offer

- Submittal Document 3:** Budget
- Submittal Document 4:** Debarment Suspension Certification
- Submittal Document 5:** Non-collusion Declaration
- Submittal Document 6:** Local Business Preference Certification
- Submittal Document 7:** Workforce Preference Certification
- Submittal Document 8:** Levine Act

If selected, successful Proposer shall be required to furnish the following:

- Certificate of Liability Insurance
- Additional Insured Endorsement naming “County of Marin” as additional insured W-9 Document
- Any other requested documentation related to this solicitation and/or Vendor Registration

D. Contract Term

It is the County’s intent to award this contract with a term of no more than sixteen (16) months to complete the Scope of Work. Exact details of the contract would be defined in consultation with the vendor(s) during the application process.

E. Timeline of Events

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

Monday, June 15, 2026	Request for Proposal released
Monday, June 29, 2026	Deadline to submit questions by 5:00 pm
Thursday, July 2, 2026	Responses to questions released
Monday, July 20, 2026	Submitted Proposals due by 5:00 p.m.
July 20, 2026, to July 30, 2026 (Tentative)	County review period
Thursday, July 30, 2026	Interview Notification <i>(if needed)</i>
Week of August 3, 2026 (Tentative)	Interviews <i>(if needed)</i>
Tuesday, August 25, 2026	Contract Award
Tuesday, September 1, 2026	Start Date
December 2027	Contract Completion

F. 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.

G. Verbal Agreement or Conversation with County Officials

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

Except for the above named, potential respondents should not contact other Marin County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

H. 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 respondents, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

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

*****End of Instructions*****

III. General Provisions and Award Evaluation

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

A. Responsible Parties

Representing the County of Marin in all matters regarding the submission of this solicitation package shall be Jorge Molina, Jorge.Molina@marincounty.gov.

All inquiries shall be directed to the designated County staff person as shown. Failure to comply with this request may be considered cause for disqualification of your proposal.

B. Award of Contract

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

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The County reserves the right to make a multiple award of this proposal.

C. Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals is listed in this RFP. All submitted proposals will be initially screened by a Selection Committee to determine completeness and eligibility. Incomplete or ineligible proposals will not be considered. A Selection Committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract. The Selection committee may include staff of the Office of District 2 Supervisor, Department of Public Works, and/or other County representatives, and staff from the County's partner organization. The Selection Committee will review and make the final selection. Please reference the schedule for deadlines.

The Selection Committee may also contact and evaluate the proposer's references; contact any Proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process.

Discussions/interviews may, at the County of Marin's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of

clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

Note: The Proposer’s main or lead contact for the County (Principal and key support staff) must be present in any subsequent discussions/interviews during the Award Evaluation process.

Evaluation Criteria	Points
Staff Qualifications <ul style="list-style-type: none"> • Relevant professional experience of key personnel in performance of comparable work. • Do the identified key staff have previous experience that demonstrates the ability to address the Scope of Work? 	25
Understanding of purpose and need, and the work required	20
Quality and potential for implementation of approach <ul style="list-style-type: none"> • Clear and thoughtful description of the organization’s work plan, including specific timeframes, tools/ strategies, deliverables, and benchmarks for measuring progress. 	25
Performance measurement approach	10
Cost reasonableness <ul style="list-style-type: none"> • Clear and transparent budget that aligns with the overall project approach. 	20
Total	100

The County may consider other criteria that it deems relevant. The Selection Committee is free to make recommendations it may deem to be in the best interest of the County.

D. Preferences

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

1. Local Business Preference - In accordance with County of Marin Code 3.10 there shall be a five (5.0) percent preference on the price submitted by a local county business.
2. Workforce Development Preference – In accordance with County of Marin Code 2.50.070 Ordinance # 3435 there shall be a five (5.0) percent preference to contractors that can certify that at least 50 percent of the workforce under the service contract will be Marin County Residents.
3. Recycled Product Preference – In accordance with County of Marin Code 3.10.030b 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 administering an awarded contract.

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

E. Supplier Performance Management Program (SPMP)

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

F. Addenda

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

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

G. 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 and 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.

H. 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 address:

Marin County Office of the County Executive
3501 Civic Center Drive, Room
325 San Rafael, CA 94903

I. 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.

J. 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.

K. Nondiscriminatory Employer

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

welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

L. 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.

M. 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.

N. 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.

O. 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:
 - i. Repeated failure to respond within requested time-frame
 - ii. Failure to perform services when promised or expected
 - iii. Inability to reach Contractor contact; lack of customer service

P. Nuclear Free Zone

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

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

Q. 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.

R. Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section

2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

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

S. 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.

T. 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.

U. Independent Proposer

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

V. 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.

W. 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.

X. 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 Civil Rights Department (CRD), 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.

Y. 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.

Z. Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

AA. Conformity with Law and Safety

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

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

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

BB. Attorney's Fees

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

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. Tax, California Non-Resident Income and Franchise Tax Withholding

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

End of General Provisions

IV. Submittal Document 1: Narrative Proposal

The applicant shall submit the Narrative Proposal (see Section B for Proposal Submittal Requirements).

Documents should be created in the following format:

- a. Text should be a sans serif (e.g. Arial), 12-point minimum font size, and unjustified (i.e., with a ragged-right margin)
- b. Pages should have margins of at least one inch on all sides (excluding headers and footers)
- c. If the proposal is lengthy, a Table of Contents should be included.
- d. PDF format is required.

V. Submittal Document 2: Offer

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

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

REPRESENTATIONS AND CERTIFICATIONS

Proposer certifies the following

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

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

Company Name: _____
Company Address: _____

Company Phone: _____
Company Website: _____

Signature of person authorized to sign bid: x _____
Printed name: _____
Title: _____
Date: _____
Email address: _____

VI. Submittal Document 3: Budget

Proposers are required to submit a detailed budget, articulating all direct, indirect and sub-contractual costs to the project. Applicants can use an Excel spreadsheet form and then convert the file to a PDF. The budget information must be included as a PDF.

Please structure this budget based on the deliverables outlined in the workplan with an estimate of hours required for each deliverable as a part of the description that provides context for your cost proposal. Travel costs should be included as part of the overall budget.

VII. Submittal Document 4: Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name & Title

VIII. Submittal Document 5: Non-collusion Declaration

The undersigned declares:

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

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

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

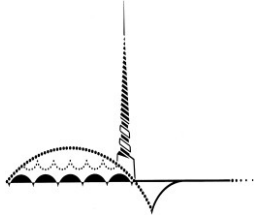
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

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

Printed Name of Document Signer

Signature of Document Signer

IX. Submittal Document 6: Local Business Preference Certification
PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU QUALIFY FOR THE PREFERENCE



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

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

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

Describe: _____

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

Describe: _____

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

Describe: _____

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

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

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

Firm Name

Business Address City, State, Zip Code

Signature of Authorized Representative Contact Number

Title E-Mail Address

X. Submittal Document 7: Workforce Preference Certification

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

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

“Employee” means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter. Direct services do not include activity not directly contracted for by the county; for example, if the contract is for providing “counseling,” then only those employees providing that counseling are affected. Employees that would not be affected in that scenario would include support staff to those counselors, staff who process payroll or bill for the counselor’s time, or staff who supervise or manage those counselors. In another example, if the contract is to provide janitorial services, only those employees providing the janitorial services in county facilities would be affected. Employees who order supplies or repair equipment used in the performance of those services would not be affected.

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

Describe: _____

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

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

Firm Name

Business Address

City, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E-Mail Address

XI. Submittal Document 8: 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 \$500 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 \$500 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

