

Adaptation Planning and Environmental Engineering for the Stinson Beach Adaptation and Resilience Collaboration

**County of Marin
COMMUNITY DEVELOPMENT AGENCY
Request for Proposals**

**RFP ISSUE DATE:
November 4, 2021**

**DEADLINE FOR SUBMISSIONS:
December 8, 2021 by 4:00 pm PST**

The Marin County Community Development Agency (Marin County CDA) seeks proposals from qualified consultants to support Adaptation Planning and Environmental Engineering for the Stinson Beach Adaptation and Resilience Collaboration (Stinson Beach ARC). Interested Proposers are required to return all required request-for-proposal documents as part of their submitted proposal. Up to \$180,000 will be available under this contract.

The County of Marin does not discriminate based on sex, race, color, religion, age, sexual orientation, disability, marital status, veteran status or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

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INSTRUCTIONS TO PROPOSER

General Project Description

The County of Marin is seeking to contract with a qualified consultant or consultant team to support Adaptation Planning and Environmental Engineering for the Stinson Beach Adaptation and Resilience Collaboration (Stinson Beach ARC). Interested Proposers are required to return all required Request for Proposal documents as part of their submitted proposal.

Important Note:

Marin County has made significant progress to-date on responding to sea level rise.¹ The overall objective now is to move our work substantially forward to the next stage of analysis and detail. We recognize it would be unrealistic to definitively provide all adaptation answers through the work outlined in this current Request for Proposals. However, we do want to construct a cohesive adaptation framework that robustly delineates feasible adaptation options up to 3.5 feet of sea level rise (called for in the State’s “Principles for Aligned State Action”) and sufficiently detail the entire 80 to 100 year time-frame in order to support development of adaptation pathways. Where questions or concerns cannot be fully answered in the current work, we expect the consultant to clearly articulate these so they can be addressed in subsequent phases. We will actively pursue additional funding for future work and expect to continue with the selected consultant given good performance and demonstrated capabilities.

The Scope of Work detailed in this RFP lays out our anticipated approach to delivering on the Stinson Beach ARC project objectives. However, we invite consultants to propose any alternate approaches to the Scope of Work below that they feel would more effectively achieve the project purposes and produce the required deliverables. Upon the selection of a consultant team, the consultant team and Marin County CDA will work together to develop a detailed Scope of Work.

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Julia Elkin, Advance Planning, Marin County Community Development Agency, jelkin@marincounty.org. Contact with any other County personnel related to this RFP is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal. Any oral communication by the County’s designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any proposers.

¹ For background materials on Marin County’s sea level rise efforts to-date along the ocean coast, please see <https://www.marincounty.org/depts/cd/divisions/planning/csmart-sea-level-rise>

Pre-Proposal Site Visit

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

RFP Questions

Proposers may submit written questions regarding this RFP. All questions must be emailed and received by Friday November 12th, 2021 no later than 4:00 pm local time. Questions asked after this date and time will not be considered. All Questions shall be submitted to Julia Elkin, Advance Planning, Marin County Community Development Agency via email, jelkin@marincounty.org. The subject line shall be: *RFP– Stinson ARC Adaptation Planning and Environmental Engineering*.

Phone calls and faxed questions will not be accepted.

The County will host a Q&A Zoom session for this Request for Proposals on Monday November 15th from 11 am to 12 pm. To register for this Q&A Zoom, please visit <https://us06web.zoom.us/meeting/register/tZlqdOGvqTkvHtx9JilmcU3sX3LnT3PUnu7l>

Answers to all written questions concerning this RFP will be sent to known stakeholders and posted on the County of Marin Contracting Opportunities website on Monday November 22, 2021 no later than 4:00 pm local time. It is the responsibility of all interested proposers to access the website for this information.

Proposal Submittal Requirements

Submitted Proposals must include the form(s) provided with this RFP package. The proposal must be submitted in the name of the agency or person who will contract with the County of Marin to complete the study. All proposals must be signed.

All proposals must be typed in English and are limited to twenty-five (25) pages (with 1” margins) for the narrative section of the proposal. This page limit does not include exhibits, required County forms, or attachments. Use 12-point font, single spacing and numbered pages.

Proposals may be submitted by e-mail OR by physical hard copy mailing.

Emailed proposal submissions must be sent to:

Julia Elkin, Advance Planning, Community Development Agency

jelkin@marincounty.org

with the email heading *“RFP Submittal—Stinson ARC Adaptation Planning and Environmental Engineering”*

Hardcopy proposal submissions must mail One (1) original (marked as such) proposal and two (2) copies in a sealed envelope to:

Julia Elkin – Community Development Agency

3501 Civic Center Drive – Room 318

San Rafael, CA 94903

Mailed proposal submissions shall be clearly marked “RFP–Stinson ARC Adaptation

Planning and Environmental Engineering - Do Not Open” on the outside of the proposal package.

The proposals must be received to the above e-mail or at the physical mailing address no later than Wednesday December 8, 2021 @ 4:00 PM, local time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time and will be rejected.

Without law or policy to the contrary, if the proposer took reasonable steps to submit the proposal in due time, and failure of the proposal to be in hand at due date and time, was not the result of negligence or fault of the proposer, but was the result of negligence by the County, the County reserves the right to accept such proposals.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County of Marin also reserves the right to request clarification of information from the proposer. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned.

Anticipated Contract Schedule

Step	Event	Due Date
1	RFP Issued	November 4, 2021
2	RFP Submission Deadline	Wednesday December 8, 2021 @4:00 PM PST
3	Evaluation of Proposals	December 2021
4	Agreement Awarded	January 2021
5	Contract Executed/ Commence Project	February 2021

Project Team will make every effort to adhere to the anticipated schedule; however, this calendar is subject to change. Questions or clarifications should be emailed to Julia Elkin, Advance Planning, Marin County Community Development Agency at jelkin@marincounty.org.

Contract Term

The contract shall be effective on the contract execution date and shall expire when all phases of the contract are completed but no later than three years from the contract execution date.

Proposal Content Requirements

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

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

Cover Letter

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

Consultant Description/Capability

Provide a description and history of your organization/agency. Include a description of your firm's overall experience in handling projects similar in character or scope to this project. A list of references of similar projects from at least three (3) different projects, including the client's name, address, project value, telephone number, and contact person shall be included in the proposal (please use the References Data Sheet provided in this RFP as Attachment A). The County of Marin may contact the references listed.

Staff Qualifications

Identify each member of the firm's staff who would be assigned to work on this project, the role they would perform, and the percentage of time dedicated to this project. Attach resume(s) as attachments, stating the background and qualifications of all staff.

Project Approach and Understanding

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

feel will enhance project outcomes.

The following must be addressed in your project approach and understanding:

Your project approach and understanding should address the Key Abilities identified on Page 24 and must specifically address the following:

- a) Provide an explanation of your understanding of the tasks believed to be necessary to accomplish the project goals outlined in the RFP.
- b) Discuss the overall approach that will be use with this project.
- c) Demonstrate a working knowledge of adaptation pathways planning and technical analysis of coastal hazard adaptation strategies (including infrastructure, nature-based strategies, policies, and other adaptation strategies)

Project Schedule

The proposed schedule shall outline milestones and meetings over a three-year long project process, based on the Scope of Work, and clearly identify all assumptions and constraints on which the project schedule is based.

Cost Proposal Summary

The Cost Proposal Summary shall outline how much the scope costs, detailing down to a task-level.

Unless otherwise provided in this RFP, the consultant shall provide and pay for all facilities, products, labor, materials, tools, delivery, transportation, food, lodging, and other services necessary to perform the work required under any contract executed pursuant to this RFP. The County of Marin will not accept any charges from the selected consultant toward the provisions of these services.

Opening of Proposals

Proposals will not be opened publicly.

Informed Proposers/Examination of Documents

Before submitting a proposal, Proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Proposer's own risk. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents.

The failure or neglect of the contractor to examine the documents shall in no way relieve him

from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the County of Marin may rely that the contractor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a contractor to receive or examine any of the documents shall in no way relieve him from any obligations with respect to this RFP. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Nomenclatures

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

Interpretation, Correction and Addenda

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

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

No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any material or substantial change of the specifications will result in the release of a written addendum, issued by the Community Development Agency. Every effort will be made to email addendum to known stakeholders; however, any issued addendums will be posted on the County of Marin Community Development Agency webpage.

The Proposer shall sign and date the addendum and submit same with the proposal.

Prices, Negotiations and Mistakes

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

Withdrawal of Proposal

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

Terms of the Offer

By submitting a proposal, Proposer is agreeing that it is making an offer based on the terms set forth in this RFP. Acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the Purchasing Agent. If Proposer's offering terms differ than those shown herein, those offering terms will be declared non-responsive and will not be considered.

*END OF INSTRUCTIONS TO PROPOSER *

GENERAL PROVISIONS

Responsible Parties

Representing the County of Marin in all matters regarding the submission of this RFP package shall be Julia Elkin, Advance Planning, Marin Community Development Agency, jelkin@marincounty.org.

Addendum to the Request for Proposals

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

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

Contract Terms

The contract term shall be for thirty-six (36) months, beginning January 2022 and ending December 2024.

Award of Proposal

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

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

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all proposals are listed on **Page 11** .

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Selection Committee may also contact and evaluate the Proposer’s references; contact any Proposer to clarify any response; contact any current users of a Proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Selection Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at the County of Marin’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably qualified for being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

Evaluation Criteria	Percentage
Team’s qualifications, including relevant individual experience in performance of comparable work.	30%
Proposal submission – quality completeness and understanding of the project as outlined in description given in the Request for Proposal.	35%
References/Performance History	15%
Interview	15%
Minority or Women Owned Business AND/OR Local Business	5%
Total	100%

Change Orders

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

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

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

Invoicing and Payment

Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service. Invoices shall be made per Scope of Work task category.

Assignment and Subcontracting

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

Force Majeure

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

Nondiscriminatory Employee

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

ordinances.

Fair Employment Provisions

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

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

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

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

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

Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. *With* CAUSE, the County of Marin may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin Purchasing Agent.

Termination for Default – Time Extension for Delay

If the Proposer fails or refuses to prosecute the work, or any separable part thereof, so as to

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

Termination for Convenience

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

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

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested timeframe
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service

Nuclear Free Zone

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

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

Local Business Preference

In accordance with County of Marin Ordinance # 89-2993; whenever the County of Marin

acquires services or supplies by purchase order and/or contract, the Purchasing Agent in evaluating the price or proposal, shall award a five (5.0) percent preference on the price submitted by a local county business. (Marin County Ordinance, Chapter 3.10 Preference in Contracts and Purchases).

Damages

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

Living Wage

This contract is subject to the County of Marin Living Wage Ordinance. 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). Contractor specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, contractor shall make available for audit its books and records relating to the service contract, as well as the books and records of its subcontractors, and contractor will make available employees so that the County can interview such employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor 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 and debarment from future County contracting opportunities for a period not to exceed three years.

www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance

Cooperative Agreement

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

Independent Proposer

The Proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The Proposer is an independent solely responsible for Proposer's acts. The resulting Contract and/or Purchase Order shall not be

construed as an agreement for employment with the County. The Non-Collusion Affidavit found on **Page 36** shall be signed and returned with the submitted proposal.

Non-Appropriation of Funds

The County of Marin warrants that it has funds available to remit payments on the resulting County Purchase Order at the time the purchase order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Contract and/or Purchase Order, the County may cancel the agreement by providing the Proposer with written notice. Such notice shall release both the County and Proposer from all obligations under the Contract and/or Purchase Order, and Proposer shall refund the County the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the County.

Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of 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 on **Page 29**.

Governing Laws

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

Indemnification

Contractor agrees to release, indemnify, hold harmless, and defend County, its officers, agents and employees from and against any and all claims, demands, liability, lawsuits or other action for damage or injury to persons or property arising out of or in any way connected with the contractor's operations under this agreement, or the performance of this agreement by contractor or its officers, employees, partners, directors, or agents.

Insurance

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

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

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

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

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

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

Conformity with Law and Safety

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

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

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

Attorney's Fees

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

Proposer Agreement to Terms and Conditions

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

Right to Audit

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

to audit these records.

Taxes

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

Tax, California Non-Resident Income and Franchise Tax Withholding

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

*END OF GENERAL PROVISIONS *

PROJECT OVERVIEW

Stinson Beach is projected to experience up to 10 feet of sea level rise by 2100. This impact, combined with intensification of storm flooding and erosion, presents a special urgency for the Stinson Beach area. Potential loss of the beach itself and permanent inundation of Highway One would eliminate a world renowned natural and recreational resource while putting hundreds of homes at risk. The future is going to look different from today; if we are going to protect coastal resources, public safety, and public access to recreational areas, the time to plan for that future is now.

The ***Stinson Beach Adaptation and Resilience Collaboration (Stinson Beach ARC)*** builds off Marin County’s 2016 *Marin Ocean Coast Sea Level Rise Vulnerability Analysis* and the County’s subsequent 2018 *Marin Ocean Coast Sea Level Rise Adaptation Report*². It will pilot a community scale planning process³ in Stinson Beach, the West Marin area most immediately at risk from sea level rise. The intended outcome of the Stinson Beach ARC is a long-term, implementable Adaptation Strategy Roadmap that addresses critical infrastructure, natural resources, and community assets and risks in the Stinson Beach area.

The Stinson Beach ARC requires adaptation planning and environmental engineering support to analyze specific adaptation strategies and place them in strategic adaptation pathways that detail near and medium-term adaptation solutions while identifying sequencing and decision points for the foreseeable future. Potential adaptation strategies will be analyzed for specific sites and inundation scenarios, including nature-based options, structural adaptations, and long-term realignment of infrastructure and structures. The County and its consultants will work closely with Stinson Beach stakeholders to document concerns and interests and apply evaluation criteria that assess the feasibility, efficacy, environmental impact, social equity, and economic factors of both individual adaptation strategies and adaptation pathways.

The Stinson Beach ARC requires sustained engagement of the diverse community of Stinson Beach stakeholders throughout the adaptation planning process. Marin County CDA and its consultants will provide technical and organizational support, but it is critical that the adaptation planning process actively invite substantive community input, ensure that the plan reflects that input, and provides the community with a planning document that clearly analyzes potential strategies and predicted results, shows potential pros and cons and tensions between options, to empower the community to understand the possibilities and limitations of alternative adaptation strategies. “The community” includes Stinson residents and landowners, local businesses, historically excluded and/or underserved community members and others in Marin and throughout the Bay Area who recreate at Stinson Beach, non-governmental organizations, and other interested parties.

² <https://www.marincounty.org/depts/cd/divisions/planning/csmart-sea-level-rise/csmart-publications-csmart-infospot>

³ The 2018 Marin Ocean Coast Sea Level Rise Adaptation Report outlined a process, called Plan for Adaptation to Coastal Hazards (“PATCH”), to guide community-scale planning in each of West Marin’s seven coastal communities. This project will serve as a PATCH process pilot for West Marin.

PROJECT CONTEXT

Several County planning efforts currently underway may critically inform the Stinson Beach ARC project:

Per Senate Bill 379, the *Countywide Plan's Safety Element* is being updated to address climate change resiliency, including planning for emergency evacuations and reducing risks from flooding. The Safety Element, currently under development within Marin County CDA, will include a vulnerability assessment of climate change risks, a data atlas, identification of adaptation and resiliency goals, policies, and objectives, and a list of feasible implementation strategies. This work is happening in coordination with updates to the County's Housing Element and with the update of Marin County Multijurisdictional Local Hazard Mitigation Plan.

Per FEMA requirements, the *Marin County Multijurisdictional Local Hazard Mitigation Plan* (MCM LHMP) is currently going through its 5-year update, to be completed in 2023. The MCM LHMP is a FEMA-approved plan that identifies specific potential future hazard mitigation projects for federal funding.

The update of the *Marin Local Coastal Program (LCP) Environmental Hazard* policies is currently in process. Work on the ARC should be done consistently with adequately addresses sea level rise aspects of the Coastal Act. It is difficult to say when the LCP update and what the final result may be. It is expected the progress made by the ARC program will inform the LCP Environmental Hazard update process to the degree that timing allows. Fundamentally, however, the Stinson Beach ARC seeks to find solutions that are scientifically sound, realistic and potentially implementable.

In addition, the Stinson Beach/Bolinas Lagoon area is a complex space that involves federal, state, local and private landowners and asset managers as well as numerous adaptation planning projects and strategies in various stages of development for specific assets within the broader Stinson Beach area⁴ that form the context for the ARC project that the consultant will need to take into account.

PROJECT STUDY AREA

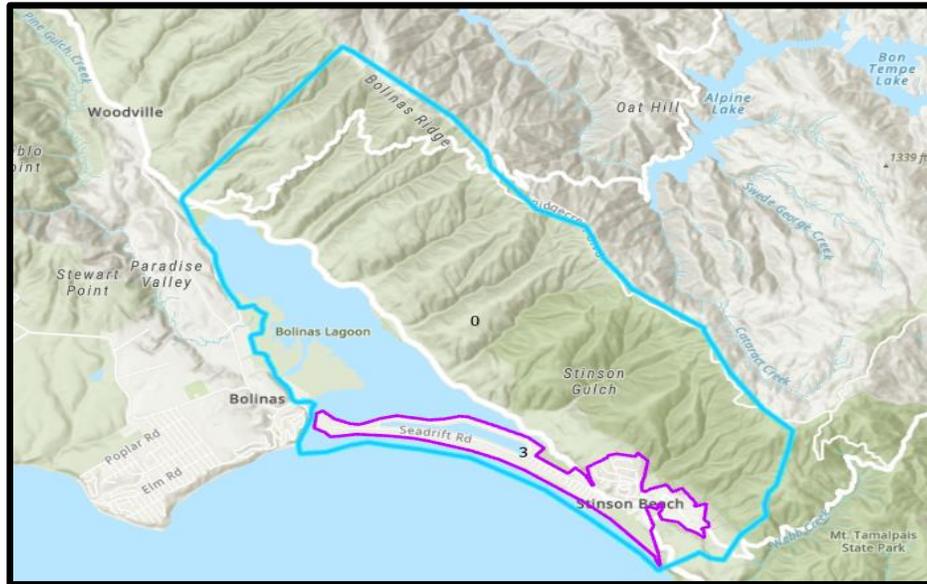
The Stinson Beach ARC adaptation planning process focuses on coastal hazard and fluvial flooding impacts to assets located on the Stinson Beach spit. This focus area is delineated in purple outline on the simple study area graphic and includes areas above Highway One that are within the Stinson Beach community boundary.

Additionally, the Stinson Beach ARC must also consider a broader planning area context, generally delineated in the cyan outline on the study area graphic. This larger area includes Highway 1 Shoreline Highway, a critical route in and out on Stinson, and other adaptation

⁴ Local adaptation planning efforts that need to be integration into the Stinson ARC include: CDA's Stinson Dune Feasibility Study, County Parks' North End Project, County Parks' Kent Island Project, National Park Service's Stinson Beach Integrated Flood Study, National Park Service's FHWA Parking Lot Redesign Project, Stinson Beach County Water District OWTS Climatic Adaptation Study, CalTrans District 4 Adaptation Planning for Highway 1, Gulf of the Farallones' South End Project.

project planning areas already underway for assets within the Stinson-Bolinas system. Additionally, as adaptation strategies and pathways must consider the full ecological context of Bolinas Lagoon and the runoff/fluvial impacts of upslope watersheds affecting the planning area, the broader study area boundary extends up along Bolinas Ridge.

This simple study area overview map is provided for context only; there are not strictly prescribed spatial boundaries to the Stinson ARC adaptation planning process.



Stinson Beach ARC Study Area Overview

PROJECT GOALS

- The adaptation planning process actively solicits community input and reflects diverse stakeholder concerns and interests.
- The project results in publicly driven development of a long-term sea level rise Adaptation Strategy Roadmap that addresses critical infrastructure, natural resources, community assets and risks in the Stinson Beach area.
- Tangible progress is made towards a resilient Stinson Beach community, where resilience of the beach itself and equitable public access to Stinson’s natural and recreational coastal resources are assured into the future.
- Critical coastal habitats and biodiversity thrive amidst uncertain future conditions.
- Stakeholders are positioned and motivated to continue engaging with adaptation efforts in Stinson Beach after the Adaptation Strategy Roadmap is complete.
- The project documents actionable lessons learned for future adaptation planning processes in West Marin and beyond.

PROJECT TEAM STRUCTURE

The adaptation planning and environmental engineering planning consultant will be part of a broader project team coordinated and managed by the Stinson Beach ARC Project Manager,

Marin County CDA Advance Planner Julia Elkin. This team includes the following consultant services under contract with Marin County CDA.

- *Rainwater & Associates LLC*: process design and facilitation services
- *Outreach Consultant(s)*: outreach and coordination with stakeholder groups, and development of some visual engagement tools
- *Point Blue Conservation Science*: cell phone locational data analysis of beach visitation patterns and ecological expertise in analysis of adaptation strategies and pathways
- *Dr. Phil King*: benefit cost and economic impact analyses of adaptation strategies and pathways

Of note, while Point Blue and Dr. King are under contract with Marin County CDA, they are being retained to support the adaptation strategies and pathways development process. This will require close coordination with the adaptation planning and environmental engineering planning consultant.

SCHEDULE AND BUDGET

The Stinson Beach ARC project schedule runs approximately 40-months, with a start date of June 2021. Once in place, this contract will remain active throughout the remainder of the Stinson Beach ARC project.

This project is funded by a Proposition 68 Coastal Resilience grant from California Ocean Protection Council to Marin County CDA. State bond funding rules-- including insurance requirements and overhead limits -- shall apply to all project consultants.

A total budget of up to \$180,000 will be available under this contract. The chart below indicates how we anticipate this total budget breaks down relative to the areas of effort in our stated Scope of Work. However, in your proposal you are welcome to suggest whatever budget breakdown best supports your anticipated project approach.

Task	Target task budget ranges as % of total RFP budget
Task 1: Project Management and Coordination	10 to 15 %
Task 2: Community Outreach and Engagement	10 to 20%
Task 3: Adaptation Planning Process	65 -70%
Task 4: Stinson Beach Adaptation Strategy Roadmap	5 to 10 %

SCOPE OF WORK

Marin County is seeking professional adaptation planning and environmental engineering consulting services to support a community-scale Sea Level Rise Adaptation Planning Process for the Stinson Beach area. Proposals must address the following tasks, providing a description and timeline of how they could be accomplished. Additional tasks may be included, and alternative/creative adaptation planning approaches are welcome. The final scope of work will be subject to refinement and mutual agreement following further discussion between Marin County CDA and the selected consultant.

Proposals must demonstrate the following key abilities:

- a. Ability to assess technical feasibility & efficacy of adaptation strategies through time.
- b. Ability to determine quantitative thresholds and trigger points for adaptation and tie those thresholds and trigger points to time frames.
- c. Ability to provide approximate engineering costs for coastal armoring, nourishment and other adaptation strategies.
- d. Ability to provide approximate unit replacement costs for critical infrastructure assets (eg. roads, wastewater systems).
- e. Ability to solicit and incorporate a wide range of public and agency stakeholder feedback.
- f. Ability to develop and apply evaluation criteria that assess adaptation strategies for their efficacy, engineering feasibility, economic impacts, and social equity impacts.
- g. Ability to identify key permitting considerations for near-term adaptation strategies, including knowledge of CEQA/NEPA and Coastal Commission project review
- h. Ability to produce compelling public engagement visuals depicting adaptation options.⁵

Task 1. Project Management

Task 1.1) Project Communication, Coordination, and Administration

This task covers communication and coordination between the consultant and Marin County staff as well as contract administration (i.e. invoice and progress report preparation and submittal to Marin County CDA by the consultant). The County envisions the consultant will attend monthly project coordination meetings, led by Marin County CDA, that convene the full team of project consultants (see RFP section “Envisioned Project Team Structure”). Additionally, the County anticipates the consultant being available to attend and present at up to (12) meetings which may include the following: County of Marin Interdepartmental Working Group, Coastal

⁵ For your consideration: separate from this RFP’s budget, Marin County CDA has reserved up to \$30,000 for development of engaging visual content on adaptation strategies and pathways for the Stinson Beach ARC. We are currently exploring the opportunity to work with Dr. Juliano Calil and the team at Virtual Planet on producing these types of dynamic communication tools. See further examples at <https://virtualplanet.tech/#our-solutions>

Communities Working Group, West Marin Advisory Group. This task does not include consultant effort preparing and delivering the (6) public meetings detailed in Task 2.

Task 1.2) Project Context Understanding

The physical and jurisdictional geography of the Stinson Beach ARC area is complex. While our technical analysis will focus on coastal hazard impacts and vulnerable assets of the Stinson Beach sandspit, we must also consider the broader upslope areas of Stinson and neighboring lands, which may potentially play into adaptation strategies, the ecological context of Bolinas Lagoon (a RAMSAR wetland), existing planning projects and a patchwork of public landowners and asset managers. This task will help the consultant to help the ARC project fit appropriately into the larger landscape.

Task 2. Community Outreach and Engagement

The adaptation planning process must focus around community concerns as well as community values and vision for what a resilient future looks like. This will require soliciting and incorporating a wide range of stakeholder input and is critical to improving understanding of risks, constraints, and opportunities around sea level rise in Stinson.

We understand that adaptation strategies may take many forms (e.g. engineered projects, best management practices, and policies) and that various communities and interest groups will have varying perspectives on potential adaptation strategies. Therefore, we need to substantively engage the community to get input throughout the process, in order to ensure the options that are compiled and analyzed substantively reflect the concerns and interests of the diverse stakeholders.

The consultant will work closely with Marin County CDA to prepare and deliver at least (6) public meetings that provide the opportunity for robust, well documented public input at key decision points throughout the Adaptation Planning Process. These key public meetings must be structured to provide remote participation options and be strategically advertised in efforts to engage diverse stakeholders both in and beyond the immediate Stinson Beach area. The consultant shall work with Marin County CDA to refine and deliver engagement strategies targeting historically excluded and marginalized communities who may be Stinson Beach users, and adaptively manage the project's outreach to improve engagement with these communities throughout the project.

Marin County CDA can provide event advertising, translation services, e-meeting platforms, and media technology support for these public meetings. The consultant shall lead on developing creative engagement activities and tools for soliciting input during public meetings and ongoing stakeholder engagement, developing and delivering technical presentations, clearly documenting public input, and providing meeting notes. We also welcome content development for the County's project website: marinslr.org .

The suggested sequence of public meeting topics includes the following, but may be adjusted in your proposal and in response to the evolution of the adaptation planning process:

- Public Meeting #1 (Kickoff): introduce project team, scope, and approach; confirm community concerns, values, and envisioned futures
- Public Meeting #2: introduce adaptation pathways and scenario planning; confirm vulnerable assets that serve many stakeholders community-wide
- Public Meeting #3: Present full range of viable adaptation alternatives; develop evaluation criteria
- Public Meeting #4: Present application of evaluation criteria to adaptation strategies; provide results of economic analyses; gather feedback to refine further evaluation
- Public Meeting #5: Discuss adaptation strategy prioritization and adaptation pathways; possible implementation & funding mechanisms; identify critical unresolved issues.
- Public Meeting #6 (Wrap-up): Present Stinson Beach ARC project outcomes & discuss next steps

Task 3. Adaptation Planning Process

The adaptation planning consultant will lead the technical analysis and evaluation of adaptation strategies that is at the core of Stinson Beach ARC, refining adaptation strategies and developing strategic adaptation pathways that focus on adapting the critical infrastructure and natural resources of Stinson Beach to coastal hazards. While the County recognizes that community-centered planning can be non-linear and iterative, the following sub-tasks are what the County ultimately needs delivered by the adaptation planning and environmental engineering consultant through this process.

Effective community engagement and transparent incorporation of community feedback is critical to this effort, as it is Stinson Beach stakeholders who may carry forward outcomes of this planning process. Tasks requiring significant public input and direction are marked with an asterisk (*).

Task 3.1) Confirm identified vulnerable assets that serve many stakeholders community-wide. *

The 2016 [Marin Ocean Coast Sea Level Rise Vulnerability Assessment](#) developed maps and [asset profiles](#) that identify and describe the vulnerability of parcels and buildings, transportation networks, utilities, working lands, natural resources, recreational activities, emergency services, and historic and archaeological resources to SLR.⁶ The 2016 Assessment also provided a [detailed community profile](#) highlighting vulnerable assets in the Stinson area. These resources need to be updated to reflect changes in physical assets since 2016, apply sea level rise

⁶ All sea level rise scenarios used in the 2016 Vulnerability Assessment were derived from the USGS CoSMoS 2.0 dataset, available at ourcoastourfuture.org.

models of coastal hazards including additional SLR scenarios⁷, and allow for additional public input and public review.

Task 3.2) Envision desired futures.*

Visioning should be informed by an understanding of future adaptation options that may be available and an understanding of sea level rise impacts out to end of century.

Task 3.3) Determine thresholds and trigger points for adaptation.*

Define operative thresholds (tipping points) where a change in condition can lead to sudden, large changes in the system (e.g. overtopping a levee). Identify trigger points that warn of impending thresholds, and data sources and monitoring options to track triggers.

Task 3.4) Tie thresholds and trigger points to water levels and time frames.

Task 3.5) Develop and refine evaluation criteria.*

Evaluation criteria must address technical feasibility, efficacy, environmental impact, social equity, and economic factors of both individual adaptation strategies and adaptation pathways. Developing and refining the evaluation criteria is likely to be informed by an iterative dialogue with the community.

Task 3.6) Prepare adaptation strategy options.

The [2018 Marin Ocean Coast Sea Level Rise Adaptation Report](#) identified numerous adaptation strategies for addressing coastal hazards in West Marin. Appropriate strategies should be updated evaluating their applicability to the unique physical conditions, public attitudes, assets, risks, and opportunities in the Stinson Beach area. Additional adaptation strategy options not considered in the 2018 report may also be considered and refined. These may consist of physical adaptation projects, plans and policies, and programs and operations.

Task 3.7) Conduct preliminary evaluation of individual adaptation strategies.

This planning step must include the County's recent completed [Stinson Dune Feasibility Study](#). Additionally, the team must reflect and integrate where possible other agencies' adaptation plans for critical assets in the Stinson area.⁸

Task 3.8) Develop adaptation pathways and alternatives for evaluation.

⁷ CDA is considering carrying forward the (5) SLR + storm scenarios used in the 2015 Marin Ocean Coast Sea Level Rise Vulnerability Assessment as well as analyzing those scenarios for SLR inundation alone (i.e. no storms) and adding an H++ long range scenario. But we invite proposals to suggest other scenario approaches.

⁸ The Stinson area involves numerous public landowners and asset managers. Local adaptation planning efforts that need to be integration into the Stinson ARC include: CDA's Stinson Dune Feasibility Study, County Parks' North End Project, County Parks' Kent Island Project, National Park Service's Stinson Beach Integrated Flood Study, National Park Service's FHWA Parking Lot Redesign Project, Stinson Beach County Water District OWTS Climatic Adaptation Study, CalTrans District 4 Adaptation Planning for Highway 1, Gulf of the Farallones' South End Project.

Break individual actions into a sequence of manageable aggregated strategic steps with discrete decision points that build on one another to maximize efficacy and minimize expense and loss of sunk costs.

Task 3.9) Apply evaluation criteria.*

As developed with the community in Task 3.5.

Task 3.10) Identify additional data and analysis necessary for implementation or determining future steps.

Task 3.11) Prioritize adaptation strategies for implementation.*

Document opportunities and constraints as well as public concerns and interests for each of the prioritized adaptation strategies.

Task 3.12) Develop a program for implementation and for funding.

Describe options that can be pursued at the local level by the community, such as Geological Hazard Abatement District formation, grant funding, local funding, etc. Identify possible lead agencies for strategies

Task 4. Stinson Beach Adaptation Strategy Roadmap

Based on the Adaptation Planning process, the consultant will develop an Adaptation Strategy Roadmap for Stinson Beach that details possible adaptation pathways for vulnerable assets that serve many stakeholders community-wide. The roadmap will document lessons learned and detail the Stinson Beach ARC project process in enough detail to help inform future community-scale adaptation planning efforts.

SAMPLE OFFER

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

REPRESENTATIONS AND CERTIFICATIONS

PROPOSER CERTIFIES THE FOLLOWING

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

_____ Manufacturer of the Items in this Bid

BUSINESS IS OPERATED AS: _____ AN INDIVIDUAL
_____ A PARTNERSHIP
_____ A CORPORATION

INCORPORATED IN THE
STATE OF _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

X _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

E-MAIL ADDRESS: _____

ATTACHMENT A: REFERENCES AND PERFORMANCE

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

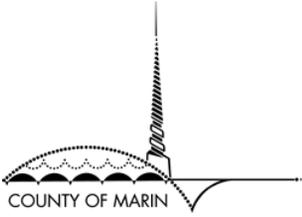
1. Number of years in business:

2. Current average number of employees:

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

Name:	
Address:	
Contact Person:	
Phone Number:	
Project Name:	
Name:	
Address:	
Contact Person:	
Phone Number:	
Project Name:	
Name:	
Address:	
Contact Person:	
Phone Number:	
Project Name:	

LOCAL BUSINESS PREFERENCE CERTIFICATION



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

All respondents must certify they meet the definition of localbusiness. Please initial one of the following definitions which applyto 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 sixmonths prior to any claim of preference; or

Describe: _____

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

Describe: _____

Pursuant to Marin County Code, Chapter 3.10.40, any business which falsely claims a preference shall be ineligible to bid on county purchases or contracts for a period of one year from the date of discovery of the false certifications. Upon request, vendor agrees to provide additional information to substantiate this certification. Vendor certifies information provided is true and accurate under penalty of perjury.

Firm Name

Date

Business Address

County, State, Zip Code

Signature of Authorized Representative

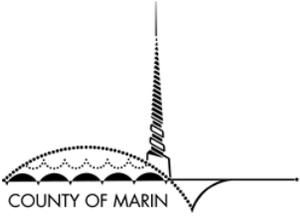
Phone Number

Title

E-Mail

Complete Form **ONLY** if you qualify

MBE/WBE PREFERENCE FORM



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

Applying as: MBE WBE MBE/WBE

Has your firm been certified by another certifying agency? Yes No

If Yes, list agency and certification # if applicable: _____

Owners Name and Title: _____ Gender _____

Position in Applicant Firm: _____ Percent Ownership: _____

Ownership in Firm Since: _____ Ethnicity: _____

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

Firm Name

Date

Business Address

County, State, Zip Code

Signature of Authorized Representative

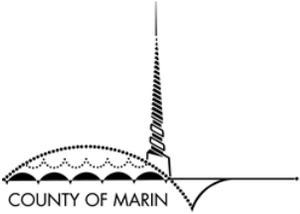
Phone Number

Title

E-Mail

Complete Form **ONLY** if you qualify

MARIN WORKFORCE PREFERENCE CERTIFICATION



All respondents must certify and describe that their business employs at least 50% of the workforce under the service contract at the time of this solicitation are Marin County residents as defined below: "Employee" means an individual who is permanently or temporarily employed by a county contractor or subcontractor performing direct services during any applicable pay period on work funded (in whole or in part) pursuant to a service contract as defined under this chapter.

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

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

Describe:

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

Firm Name

Business Address

County, State, Zip Code

Signature of Authorized Representative

Contact Number

Title

E-Mail

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

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

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

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

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name & Title

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

State of California)
County of _____) ss.

To the COUNTY of MARIN
COMMUNITY DEVELOPMENT AGENCY

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the

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

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

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

Printed Name of Document Signer

Signature of Document Signer

COUNTY OF MARIN SAMPLE PROFESSIONAL SERVICES CONTRACT

2015 - Edition 1

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

RECITALS:

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

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

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

1. **SCOPE OF SERVICES:**

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

2. **FURNISHED SERVICES:**

The County agrees to:

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

3. **FEES AND PAYMENT SCHEDULE:**

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

4. **MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of

\$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. **TIME OF CONTRACT:**

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

6. **INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. **INDEMNIFICATION:**

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

20. **COMPLIANCE WITH APPLICABLE LAWS:**

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

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

Exhibit D - Debarment Certification

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

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

21. **NOTICES:**

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

Contract Manager:

Dept./Location:

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

<input type="checkbox"/>	Scope of Services	
<input type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

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

CONTRACTOR:

APPROVED BY

COUNTY OF MARIN:

By: _____

Name: _____

Title: _____

By: _____

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

County Counsel: _____ **Date:** _____

PROPOSAL DOCUMENTS TO BE RETURNED

Proposals may be submitted by e-mail OR by physical hard copy mailing.

Emailed proposals must submit the narrative proposal as a PDF document (25-page limit) and the following forms (compiled into a second PDF attachment) by email to Julia Elkin, Advance Planning, Marin County Community Development Agency, at jelkin@marincounty.org with email heading *“RFP Submittal—Stinson ARC Adaptation Planning and Environmental Engineering”*.

Hardcopy proposal submissions must include the narrative proposal (25-page limit) and the following forms, submitted as one (1) original (marked as such) proposal and two (2) full proposal copies in a sealed envelope to:

Julia Elkin – Community Development Agency
3501 Civic Center Drive – Room 318
San Rafael, CA 94903

The following forms must be completed and submitted as attachments to the Proposal on or before the December 8, 2021 Submittal Deadline:

Exceptions to the Scope of Work	Page 29
Attachment A – References and Performance	Page 31
Local Business Preference Certification (if applicable)	Page 32
MBW/WBE Form (if applicable)	Page 33
Marin Workforce Preference Certification (if applicable)	Page 34
Debarment and Suspension Certification	Page 35
Non-collusion Affidavit	Page 36

Successful Proposer shall be required to furnish:

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