



REQUEST FOR PROPOSALS

Project Manager

Responders to this Request for Proposals (RFP) must deliver one electronic copy of the proposal.

Proposal Submission Deadline: April 8, 2022 at 5:00pm

Submit Proposal to:

Marin Resource Conservation District
Attn: Nancy Scolari, Executive Director
nancy@marinrcd.org

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1. INTRODUCTION	3
1.1 General Description of RFP	
1.2 RFP Schedule	
1.3 General Selection Process	
2. SCOPE OF SERVICES	6
3. RFP SUBMITTAL REQUIREMENTS	7
4. SELECTION PROCESS AND EVALUATION CATEGORIES	9
4.1 Selection Criteria	
5. GENERAL TERMS AND CONDITIONS	10
5.1 Limitation	
5.2 Public Records	
5.3 Contract Agreement	
6. QUESTIONS	10
7. ATTACHMENTS	
7.1 OPR Project Summary & Scope of Work	11
7.2 Marin RCD Professional Services Contract	29

REQUEST FOR PROPOSALS

Project Manager

1. INTRODUCTION

The Marin Resource Conservation District (MRCD) is soliciting proposals from skilled project management consultants (PM Consultant) to provide professional services to manage the Marin Biomass Project. The agreement will be for a two-year term, or until conclusion of the Marin Biomass Study and associated technical assistance as described in Section 2 of this RFP.

MRCD will use a “Qualifications Based Selection” process in determining which PM Consultant to select for the contract. The process will include an evaluation of PM Consultants. Top PM Consultant candidates will be asked to participate in a remote interview.

MRCD will review and award a contract based on recommendations of the MRCD-appointed Marin Biomass Steering Committee. During the evaluation process, MRCD reserves the right, where it may serve MRCD’s best interest, to request additional information from proposers, or to allow corrections of errors of omission. If for any reason an acceptable contract cannot be negotiated with the top ranked PM Consultant, negotiations will commence with the next-ranked PM Consultant.

MRCD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Submission of a proposal indicates acceptance by the PM Consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between MRCD and the PM Consultant selected. MRCD reserves the right, without prejudice, to reject any or all proposals.

Overall Purpose of Study

The Marin Biomass Project is undertaking the Marin Biomass Study (Study) to improve the processing of biomass in an urbanized coastal region of California comprised of towns and cities, mixed woodland, agricultural lands, and preserved open space. The Study will focus on practices and infrastructure that can make productive use of both the woody materials resulting from wildfire prevention activities and source-separated and mixed organic materials generated from the built environment and working landscapes.

Driven by a rapidly changing climate, both the wildfire prevention activities overseen by the Marin Wildfire Prevention Authority (MWPA) and the landfill diversion efforts overseen by Zero Waste Marin (ZWM) are generating increasing amounts of biomass in Marin. The Marin Biomass Project (Project) seeks to answer the basic question of what to do with these growing flows of organic material. Biomass feedstocks are those from woodland thinning and landscape trimmings, metropolitan wood debris, food scraps, yard materials and potentially, agricultural biomass.

What is the Project?

The Marin Biomass Project is an endorsed solution of Drawdown Marin, a nonprofit with the goal of achieving countywide ‘drawdown’ of GHG emissions below zero by 2045. The Project will complete the Study to analyze the wide range of existing and potential pathways for processing biomass and converting

it into useful products in ways that are both economically sound and ecologically responsible. It will do so in a collaborative manner that helps build cooperation among the public and private stakeholders that oversee and operate the biomass utilization economy, so that optimal solutions can be quickly and sustainably implemented.

Specific Study deliverables include:

- Confirmation of biomass feedstock amounts, types, and characterization in Marin, both current and projected.
- Identification of the most promising biomass utilization pathways in Marin.
- Economic analysis of the feasibility and economic development potential of each biomass pathway most suitable for Marin, and how they might be improved.
- Carbon analysis of the greenhouse gas (GHG) emissions and carbon sequestration potential of each pathway most suitable for Marin, and how they might be improved.
- Recommended pathways, practices, and infrastructure for improving biomass conversion in Marin, and their potential applicability elsewhere in the urbanized coastal region of California.

Marketable uses and processes for biomass to be explored include compost, mulches, and biochar for use on local gardens and agricultural landscapes; pyrolysis/gasification for electricity, biochar, and/or hydrogen; increased anaerobic digestion of organics for electricity and soil amendments; and diversified wood products, among others.

Institutional Collaboration

The Study process is designed to inform and help develop institutional cooperation between MWPA and ZWM, the two joint powers authorities that oversee the bulk of biomass flows in Marin; their member jurisdictions; MCE, which provides most of the electricity in the area; key biomass haulers and processors, including Marin Sanitary Services, Waste Management, Inc., and West Marin Compost; the Marin Resource Conservation District (MRCD), which promotes carbon sequestration and management on working lands; and Drawdown Marin and the wider environmental community.

The Project includes facilitation of a Marin Biomass Collaborative, which brings together dedicated, diverse, experienced professionals committed to developing actionable solutions. It works in concert with public agencies, private companies and entrepreneurs, and a range of nonprofit and other partners. It operates as a coalition of stakeholders, meeting regularly and consulting widely with others. The Collaborative has already developed the relationships that are key to its execution of the proposed project.

The initial leadership team consisted of one JPA, Bruce Goines (MWPA); from nonprofit public interest organizations – Belle Cole (Ecologically Sound Practices Partnership), Bill Carney (Sustainable San Rafael), Mike Swezy (Marin Conservation League), Larry Minikes (Marin Conservation League), Barbara George (Organizing for Action Marin) and Rich Shortall (FIREsafe Marin); from public land owners and various research organizations – Matthew Sagues (Marin Water), Dr Jeffrey Creque (Carbon Cycle Institute), Dr Daniel Sanchez (UC Berkeley), and Dr Chad White (an air quality and climate manager); and from recovery businesses – Christopher Carstens (Carbo Culture) and Jeff Creque (West Marin Compost).

Members of this leadership team, and others, will be designated by the MRCD as the Marin Biomass Project Steering Committee, which will provide MRCD with advice and general oversight of the Project, working closely with the PM Consultant.

State funding

The Marin Biomass Project is one of five pilot projects selected by the Governor's Office of Planning and Research to address biomass feedstock barriers. Information and templates from the pilot projects will be shared broadly to provide a menu of options for broader adoption. The award is for \$500,000 in support of the Project, including associated technical assistance and coordination (see Attachment A: OPR Project Summary and Scope of Work). Compensation for completion of the PM Consultant's responsibilities as identified in Section 2 of the Scope of Work will not exceed \$170,000, unless amended by contract, and may be less depending on the PM Consultant's proposal. An additional \$9,982 is available for certain reimbursable expenses of the PM Consultant, as specified in Exhibit B of the state Grant Agreement. The OPR award is expected to be finalized by March 31, 2022.

1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, consultant selection process, and required format of the RFP.

1.2 RFP Schedule

Advertisement of RFP	March 16, 2022
Deadline for Questions	March 25, 2022
Response to Questions	March 28, 2022
Deadline for RFP Submittal	No later than 5:00 PM, April 8, 2022
PM Consultation Selection Interviews	April 18-2, 2022 by scheduled Zoom appointment
Consultant Selection/Award of contract	Anticipated May 11, 2022

1.3 General Selection Process

MRCD intends to select a PM Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. MRCD will review all proposals and evaluate them according to the following criteria:

- Qualifications
- Project Understanding and Innovation
- Approach to Project Management Services
- Similar Experience / References

PM Consultant will be asked to participate in a remote interview prior to final selection. Interviews will be conducted by members of the Marin Biomass Project Steering Committee and recommendation will be made to the MRCD Board of Directors. Proposal evaluations will be based on a) project

management experience, b) technical knowledge and education, c) management and interpersonal skills and d) pricing. A Professional Service contract (see Attachment B) will be awarded at a public meeting of the Marin RCD Board of Directors as indicated in Section 1.2: RFP Schedule.

SECTION 2 — SCOPE OF SERVICES

Project Manager

In coordination with the MRCD Executive Director and in close consultation with the Marin Biomass Project Steering Committee, the PM Consultant serves as the primary manager of the Marin Biomass Project. The PM Consultant will serve as a primary coordinator of the Steering Committee and the multi-stakeholder Marin Biomass Collaborative and will work with the Steering Committee to identify stakeholders, bring them into a collaborative conversation, and work with them to interpret and begin implementation of the recommendations of the Study, in furtherance of a sustainable biomass utilization system in Marin County.

The PM Consultant will work closely with the Steering Committee to complete and issue a Request for Proposals for consultant services to develop the Marin Biomass Study, will oversee the review and selection of consultant(s), and will manage contracts with the selected Biomass Study Consultant(s). The PM Consultant will facilitate review and preliminary approval of Biomass Study Consultant deliverables by the Steering Committee, and input on the deliverables from the wider Biomass Collaborative and other stakeholders. The PM Consultant will be responsible for submission of designated deliverables for formal approval by the MRCD Board of Directors and OPR.

The PM Consultant will oversee grant funds necessary to carry out the objectives of the Project, will serve as the primary point of contact with the fiscal agent, and will carry out all necessary budgeting, reporting, and record-keeping related to the grant. The PM Consultant will be expected to work independently and keep project on task, on time and within budget.

Expected Duties

- Manage all aspects of a grant agreement between OPR and MRCD, including project timeline development, workflow management, milestone tracking, grant budget amendments and fiscal reporting.
- Work with MRCD Staff in the preparation of grant contract amendments and consultant change orders.
- Manage all aspects of a Biomass Study Consultant and potentially of other complex, specialized studies undertaken by consultants as part of the Marin Biomass Project. Provide as-needed technical and contract guidance to consultants and serve as a liaison between the Steering Committee, Biomass Study Consultant, other consultants, and MRCD executive management.
- Convene and facilitate regular meetings of the Steering Committee with the Biomass Study Consultant, community members and organizations to gather feedback. These meetings may be

either through video conferencing, by phone or in person.

- Develop and deliver monthly progress reports, proposals, documentation, and presentations to the Steering Committee, MRCD Board of Directors, OPR and others as needed.
- Support the work of the Steering Committee and through it coordinate with the Marin Biomass Collaborative. Where appropriate, develop, evaluate, and refine Collaborative participation.
- Conduct outreach and identify relevant stakeholders to build a coalition that supports development of a sustainable biomass utilization system in Marin County.
- Together with Steering Committee support communications with funders, stakeholders, elected officials and interested members of the public.
- Help identify best practices and tools that will grow the biomass utilization economy.
- As requested, support fundraising strategies and plans and assist with the implementation of fund development for follow-on phases of the Project.
- Work may involve travel to meetings and field sites.

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for MRCD. One electronic copy of the proposal must be received by MRCD no later than **April 8, 2022 at 5:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to MRCD on or before the deadline. Proposals shall be clearly marked “Request for Proposals for PM Consultant,” and submitted to:

Marin Resource Conservation District
Attn: Nancy Scolari, Executive Director
nancy@marinrcd.org

Note: Late submittals or submittals delivered to the wrong location will be rejected.

MRCD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer’s representative authorized to execute a contract between MRCD and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

A. Cover Letter

- List the name, address, and telephone number of the PM Consultant.
- Furnish documentation that the person signing the proposal is empowered with signatory

authority for the PM Consultant.

- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the PM Consultant selection process.
- Provide the location of the PM Consultant's headquarters and any local support offices, which will provide service to MRCD.
- Acknowledge that the PM Consultant will provide any insurance and indemnification required.

B. Project Team Information

The PM Consultant may be an independent contractor or may be employed by a firm. If the PM Consultant is part of a larger firm, the PM Consultant must provide the names, positions and qualifications of all staff proposed. The proposal should designate who will be the project manager in charge of the project, and who will be MRCD's contact throughout the project.

The PM Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by MRCD, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the PM Consultant's control, MRCD will not accept substitutions of key members of the team put forth as part of the winning proposal.

C. Project Understanding and Innovation

Include visions or concepts for performing the services.

D. Approach to Project Management Services

Provide a brief description of the PM Consultant's approach to this project to include:

1. A written explanation detailing how the PM Consultant will approach the provision of the services outlined in this RFP to include:
 - a. The management of time, resources, and staff to accomplish goals.
 - b. Working with the Biomass Study Consultants on issues for consideration by the Biomass Study Steering Committee.
 - c. Working with Biomass Study Consultants and Steering Committee on issues of a routine nature and those that are urgent or emergencies.
2. Please include a list of tasks, if any, which the PM Consultant expects the Biomass Study Consultant, Biomass Steering Committee, or MRCD staff to perform, and information the PM Consultant expects others to provide.

PM Consultant is encouraged to specify all services necessary to achieve the goals outlined in Section 2 of this RFP. Please also include information on what tools, i.e. Zoom, MS Teams, Google Docs, etc. will be used to manage the work.

E. Relevant Experience and References

Provide a brief description of at least three similar projects for which the PM Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by PM Consultant
- Total value of services provided by PM Consultant
- Key personnel involved
- Sub consultant employed

F. Rate Schedule

A rate schedule must be submitted and will be the basis for which the PM Consultant will be compensated. The rates quoted will remain in effect for the duration of the Agreement unless amendments are approved by MRCD. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP.

Failure to provide a fee schedule can be grounds for MRCD, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

Proposals submitted will be evaluated by MRCD Board/Staff and the Biomass Steering Committee. During the evaluation process, MRCD reserves the right, where it may serve MRCD's best interest, to request additional information from proposers, or to allow corrections of errors of omission.

4.1 Selection Criteria

MRCD intends to select a PM Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. MRCD will review all proposals and evaluate them according to the following criteria:

- Qualifications
- Project Understanding and Innovation
- Similar Experience / References
- Approach to Project Management Services

MRCD will conduct interviews with the top PM Consultants **between April 18-21, 2022** by Zoom appointment.

PM Consultant will be selected based on information included in the proposal and scored interviews.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFP does not commit MRCD to award a contract, to pay any cost incurred in the preparation of the PM Consultant's RFP response, or to procure or contract for services or supplies. MRCD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. MRCD reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP. The award of a contract will not take place prior to finalization of the OPR grant agreement.

5.2 Public Records

All proposals shall become the property of MRCD and will become public records and, as such, may be subject to public review.

5.3 Contract Agreement

Once a proposed contract agreement is accepted, the PM Consultant will be required to sign the MRCD Professional Services Contract and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from MRCD (See Exhibit B: MRCD Professional Service Agreement).

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the PM Consultant to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. MRCD reserves the right to reject those parts that do not meet with the approval of MRCD, or to modify the Scope of Services, as agreed by PM Consultant, in the final negotiated contract.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFP, by March 25, 2022, please email:

Marin Resource Conservation District
Attn: Nancy Scolari, Executive Director

nancy@marinrcd.org

Attachment A

OPR Project Summary & Scope of Work

Contract

Grant

PI Name: Nancy Scolari

Project Title: Marin Biomass Project

Agreement Terms

Grantee Name: Marin Resource

Conservation District Amount: \$500,000.00

Term: January 31, 2022 to March 31, 2025

State Program Overview

Governor's Office of Planning and Research – Woody Feedstock Aggregation Pilot Program Overview and Objectives: California's Wildfire and Forest Resilience Action Plan, a Comprehensive Strategy of the Governor's Forest Management Task Force, was released in January 2021. The strategy included several actions for the Governor's Office of Planning and Research (OPR) to implement including, "**3.10 Address Feedstock Barriers through Pilot Projects:** Office of Planning and Research will develop five pilot projects to test new mechanisms for developing long-term feedstock contracts. Information and templates from the pilot projects will be shared broadly to provide a menu of options for broader adoption."

Senate Bill 85, The Budget Act of 2020 made appropriations for the support of state government for the 2020–21 fiscal year. This bill amended the Budget Act of 2020 by amending and adding items of appropriation and making other changes. "This bill would declare that it is to take effect immediately as a Budget Bill." Section 2 of the SB 85 includes funding for the Pilot Projects in the Wildfire and Forest Resilience Action Plan:

"The funds appropriated in this item are available for support or local assistance and shall be used to (a) develop a framework for the state's wood utilization policies and priorities, (b) **support new long-term wood feedstock pilot projects,** (c) **spur innovation in the wood sector,** (d) partner with the IBank to develop a focused market strategy, and I complete a statewide wood products workforce assessment. These funds are available for expenditure or encumbrance until June 30, 2022, and for liquidation until June 30, 2025."

The Joint Institute for Wood Products Innovation at the Board of Forestry and Fire Protection in collaboration with the Office of Planning and Research, developed draft criteria for the Pilot Projects and provided areas/regions of the state and entities within the regions to manage and implement the Pilot Projects. Those regions and pilot entities include the North Bay Area/Marin County, managed by the Marin Resource Conservation District, the North Coast, managed by the North Coast Resource Partnership, Northeastern/Shasta region, managed by the Pit River Resource Conservation and Fall River Resource Conservation District, the Tahoe Central Sierra region, managed by Stewardship West, and the five-county Central Sierra region, managed by the County of Tuolumne. The areas and entities represent a broad area of forested lands and communities with a diverse group of entities managing the grants that will provide the state with information on how different organizations can collaborate across counties to support innovative solutions to reduce feedstock barriers, increase feedstock aggregation, develop long-term feedstock

contracts, and enhance economic development in rural communities.

Based on the action item identified by the Governor's Forest Management Task Force, the urgency measures of Senate Bill 85, and the direction from the Joint Institute for Wood Product Innovation, the Office of Planning and Research is providing grants to the identified regions and entities for the required Pilot Projects. Each project will receive \$500,000. In support of forest restoration, community vegetation management, fire resilience and rural economic development, pilot projects will develop regional strategies to establish reliable access to woody feedstock through a variety of feedstock aggregation mechanisms and organizational innovations.

Pilot Program Requirements:

Each project will develop a scope of work that will explore organizational arrangements (i.e. Joint Powers Authority) that have the legal, financial and enforcement capacity on the local level to aggregate woody biomass across private and public lands, and to act as a broker for long-term feedstock contracts (5, 10 and 20 years). All projects will be required to submit quarterly progress reports beginning end of 1st quarter 2022 (see Exhibit "insert letter") and a final report by June 30, 2024 (see Exhibit "insert letter". Additionally, all projects will be required to participate in a learning cohort that will provide a platform to facilitate communication, collaboration, and shared learning among the five pilots, as each develop and implement their proposal. The shared learning outcomes of this cohort's efforts will provide a foundation of information for others outside of the pilots to replicate their success. Other project deliverables will be identified by each individual project, as listed below (Exhibit A3 – Deliverables).

Project Summary/Abstract

Marin Biomass Project Executive Summary:

Driven by a rapidly changing climate, both the wildfire prevention activities overseen by the Marin Wildfire Prevention Authority (MWPA) and the landfill diversion efforts overseen by Zero Waste Marin (ZWM) are generating increasing amounts of biomass in Marin. The Marin Biomass Project (Project) seeks to answer the basic question of what to do with these growing flows of organic material.

The Project will complete a Marin Biomass Study (Study) to analyze the wide range of existing and potential pathways for processing biomass and converting it into useful products in ways that are both economically sound and ecologically responsible. It will do so in a collaborative manner that helps build cooperation among the public and private stakeholders that oversee and operate the biomass utilization economy, so that optimal solutions can be quickly implemented.

Marketable uses of biomass to be explored include compost, mulches, and biochar for use on local gardens and agricultural landscapes; pyrolysis/gasification for electricity, biochar, and/or hydrogen; increased anaerobic digestion of organics for electricity and soil amendments; and diversified wood products, among others.

Specific Study deliverables include:

- Confirmation of biomass feedstock amounts, types, and characterization in Marin, both current and projected.
- Identification of the most promising biomass utilization pathways in Marin.
- Economic analysis of the feasibility and economic development potential of each biomass pathway most suitable for Marin, and how they might be improved.
- Carbon analysis of the greenhouse gas (GHG) emissions and carbon sequestration potential of each pathway most suitable for Marin, and how they might be improved.
- Recommended pathways, practices, and infrastructure for improving biomass conversion in Marin,

and their potential applicability elsewhere in the urbanized coastal region of California.

The Project is being undertaken by the Marin Biomass Collaborative (Collaborative), which seeks to catalyze a sustainable circular bio-economy in Marin. To do so, the Study process is designed to help develop institutional cooperation between MWPA and ZWM, the two joint powers authorities that oversee the bulk of biomass flows in Marin; their member jurisdictions; key biomass haulers and processors including Marin Sanitary Services, Waste Management, Inc., and West Marin Compost; and the Marin Resource Conservation District (MRCD), which promotes carbon sequestration on working lands. The Project is an endorsed solution of Drawdown Marin, a nonprofit with the goal of achieving countywide 'drawdown' of GHG emissions below zero by 2045. A number of other businesses and nonprofits are also involved, providing the broad network of relationships necessary for success.

The Marin Biomass Collaborative requests the Office of Planning and Research for funding of \$500,000 in support of the Project, including associated technical assistance and coordination.

Scope of Work

Project Description:

The Marin Biomass Study is motivated by two climate-related realities: the increasing risk of wildfire and the recognition that processing and landfilling biomass can emit large amounts of greenhouse gas, including methane, a particularly potent driver of climate change. The Study will facilitate an emerging biomass utilization economy in Marin County, helping the public and private sectors collaborate on long-term, high-value solutions for managing the biomass produced by wildfire hazard reduction activities throughout the County, in coordination with managing municipal green cart organics. Such recovery solutions can support new economic activity and renewable energy sources, offset biomass processing costs, and provide low-GHG alternatives to conventional biomass management, while substantially reducing the risk of wildfire in Marin's wildland urban interface (WUI).

The Marin Biomass Collaborative is undertaking the Study to improve the processing of biomass in an urbanized coastal region of California comprised of towns and cities, mixed woodland, agricultural lands, and preserved open space. The Study will therefore focus on practices and infrastructure that can make productive use of both the woody materials resulting from wildfire prevention activities and the source-separated and mixed organic materials generated from the built environment and working landscapes.

a) Goals: The Marin Biomass Study shall systematically analyze (A) the biomass flows in Marin County, (B) the biomass utilization pathways most suitable to recover Marin's biomass streams, (C) the economic feasibility and economic development potential of each recovery pathway, including the infrastructure improvements needed to recover increasing biomass flows, (D) the relative carbon impacts of each recovery pathway, including GHG emissions and sequestration, (E) recommended pathways, practices, and infrastructure to convert managed biomass into high-value and low-GHG products.

b) Approach: In collaboration with other partners in Marin County, the Grantee will manage the Marin Biomass Project, coordinate the completion of all objectives and direct the submission of all deliverables by the specified dates to the Office of Planning and Research.

c) Goals and Objectives:

The goals of the project will be achieved through implementing the following objectives:

Goal A: Biomass Feedstock Confirmation: Assess the amounts, types, and characterization of biomass feedstocks collected (or treated) in Marin, currently and projected, including woody
--

Objective 1: Estimate the amounts of biomass material being handled.

Objective 2: Characterize feedstocks in terms of size, moisture content, heat content, seasonal availability, carbon content, contamination, and other factors affecting its suitability for processing and recovery.

Objective 3: Categorize the primary biomass feedstock streams in Marin.

Objective 4: Indicate primary geographic sources, e.g., working lands, parks/open space, municipal material recovery systems.

Objective 5: Identify the parties primarily responsible for generating, hauling, and processing the material, e.g., franchised material recovery operators, wildfire fuel reduction managers, public land managers, landscape workers, self-haulers.

Objective 6: Identify the parties primarily responsible for generating, hauling, and processing the material, e.g., franchised material recovery operators, wildfire fuel reduction managers, public land managers, landscape workers, self-haulers.

Objective 7: Estimate the 'steady state' of biomass feedstocks to be expected if wildfire fuel reduction treatments achieve and maintain the fuel loads to which Marin's natural environments are ecologically adapted--and when Marin will likely reach that point.

<p>Goal B: Biomass Utilization Pathways: Identify the primary, current and potential conversion pathways suitable for dealing with the multiple biomass feedstocks in Marin County.</p>
--

Objective 1: Describe each conversion pathway. (Operations, practices and infrastructure that transform biomass from its form at the time of collection or on-site treatment into an alternative, less hazardous, more useful material.) Reference source materials detailing pathways.

Objective 2: Evaluate the capacity of conversion processes to recover the known and expected biomass flows in Marin County.

Objective 3: Estimate the infrastructure needed (i.e., processing capacity, land requirements, and feasible locations) for this process to recover the segment(s) of Marin County biomass that it is suitable to handle.

Objective 4: Compare the needed infrastructure to the capacity of existing facilities in or near Marin.

Objective 5: Assess the capacity of each processing facility, and the constraints and opportunities for expanding capacity. Assess whether feedstocks are appropriately matched to processing and products.

Objective 6: Suggest how feedstock reliability and consistency could be improved.

Objective 7: Recommend how the public institutions overseeing biomass feedstocks (including ZWM, WMPA, and their members) can use regulations, education, incentives, and rate structures to improve feedstock reliability, and direct materials to appropriate facilities.

Objective 8: Assess how enforcement of proper green cart use, and defensible space evaluation, certification and insurance benefits could augment such efforts.

Objective 9: Analyze how enforceable feedstock contracts between agencies, processors, and landowners or businesses could be used to create more stability in the market.

Objective 10: Summarize the products and services produced by each pathway.

Objective 11: Summarize the GHG emissions and carbon sequestration potential of each pathway, and any additional environmental issues, based on existing literature.

Objective 12: Based on these assessments, recommend the four most promising pathways suitable for Marin and warranting further assessment in this Study.

Goal C: Economic Analysis: Analyze economic feasibility and economic development potential of each of the four most suitable Marin biomass pathways.

Objective 1: Evaluate the capital and operating costs of each option, together with income from end products and services, such as the sale of electricity (e.g., via purchase agreements with local utilities or load-serving entities), biochar, compost, and other products. Evaluate the capital requirements in terms of land, equipment, and labor. Evaluate the revenue potential based on anticipated market prices, policy incentives, and estimated market size for recovery products.

Objective 2: Estimate the size of local and regional markets for end products, including potential market fluctuations and the potential for local marketing efforts to increase demand.

Objective 3: Identify additional revenues or funding, such as tipping fees, ratepayer fees, and state and federal grants.

Objective 4: Suggest approaches to financing upfront capital costs. (Include return on investment; bonds and tax measures; assessment districts; tax increment financing keyed to improved health of natural infrastructure; payments for ecosystem services; Avoided Wildfire Emissions or other carbon credits.)

Objective 5: Identify potential changes to management methods, processing techniques, locations, and products that could yield cost savings, for example offsetting utility costs by generating electricity onsite to support operations.

Objective 6: Include how income could help reimburse recovery infrastructure investments, reduce tax and ratepayer costs, subsidize vegetation management, and/or support additional public benefits such as local economic development and GHG reductions.

Objective 7: Consider all possible ways that facilities and operations could pay for themselves and become self-sustaining.

Objective 8: Take into account potential siting issues, including land use, air quality, environmental and market constraints, as well as potential community impacts and environmental justice concerns.

Objective 9: Factor in SB1383 requirements that municipalities reduce organics going to landfills, and purchase biomass end products to support local markets.

Objective 10: Consider how other public policy objectives may limit or support the feasibility of each option. (Include CPUC BioMAT program, CARB Low Carbon Fuel Standard, and others.)

Objective 11: Consider the integration of options into an economically and environmentally optimal market, including partnerships for shared use of facilities (e.g., sanitary district bio-digesters) or coordinated distribution of feedstocks among processors (e.g., sorting yards).

Goal D: Carbon Analysis: Analyze the GHG emissions and carbon sequestration potential of each of the four most suitable Marin biomass pathways.

Objective 1: Estimate GHG emissions from all segments of the biomass supply chain and processing operations. Include lifecycle assessments of biomass products.

Objective 2: Estimate carbon sequestration losses and gains, including the length of time that sequestration would be lessened or enhanced, and by what amounts. Include potential impacts from wildfire, as well as potential movement of carbon from the atmosphere to terrestrial sinks and the facilitation of regenerative biological growth. Include potential sequestration impacts and enhancements on natural, agricultural, and built environments.

Objective 3: Quantify carbon sequestration resources. Using the recently completed Marin Countywide Fine Scale Vegetation Map, lidar analysis, and targeted fieldwork, conduct a Marin-wide quantification and mapping of aboveground carbon and biomass, including soil carbon estimates, to establish baseline sequestration values (annual, aggregate, and projected), allow for change analysis, and identify opportunities to protect and enhance carbon sinks.

Objective 4: Identify potential changes to infrastructure, management methods, processing techniques, locations, and products that could yield GHG benefits. Include consideration of Ecologically Sound Practices developed for MWPA. Identify potential economic benefits from improved carbon management measures (e.g., carbon credits) and integrate these benefits into the Study's economic analysis of potential pathways.

Objective 5: Include quantification of GHG emission reduction from hazardous-fuel thinning practices, hauling and processing of green resources, and overall carbon sequestration gains and losses countywide, including benefits from avoided or lower severity wildfire in areas that are treated and from enhanced sequestration in agricultural soils and the built environment.

Objective 6: If possible, attribute these gains and losses to specific local jurisdictions so they can track them as part of Climate Action Plan implementation and annual GHG reporting.

Objective 7: Assess SB 1383 compliance requirements and implications for cities and towns. Describe how additional biomass flows from wildfire prevention projects could affect compliance, if not dealt with by alternative means.

Goal E: Recommended Pathways: Based on the previous tasks and guidance from the Steering Committee, recommend the most promising biomass conversion infrastructure, processes, and products for expansion, near term and longer term.

Objective 1: Which conversion infrastructure could be viably scaled or improved to better meet needs in the next three years? In the next five, ten, and 20 years?

Objective 2: What would be the GHG emission and sequestration benefits of each?

Objective 3: What private sector entities might undertake these improvements and what would motivate their investments (e.g., Marin Sanitary Service, Waste Management, Inc., West Marin Compost, and others)? Estimate the cost of each infrastructure improvement recommended.

Objective 4: How much co-investment, coordinated contracting, or other support would be needed from the public sector? How could it be secured?

Objective 5: What would facilitate rapid permitting of expanded infrastructure? What legal or regulatory barriers confront deployment of recommended infrastructure, and how can these be resolved?

Objective 6: Provide recommendations for a more transparent, efficient, integrated, and climate-responsible organic resource management system, including near-term goals and strategies and potential longer-range projects to achieve those goals. What new organizations or changes to existing organizations would be helpful?

Objective 7: Discuss the potential applicability of these options and practices elsewhere in the urbanized coastal region of California.

Goals F and G. Summary Workshop and Technical

Objective 1: Following completion of the Study, prepare and participate in a Summary Workshop presenting project results and recommendations to other counties in the region and statewide.

Objective 2: Following completion of the Study, the Consultant shall remain available as requested by the Project Manager to provide technical assistance and advice to selected stakeholders involved in the potential implementation of recommendations resulting from the Study.

Exhibit A1 - Deliverables

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.

Deliverables & Reports	Description	Start Date	Due Date
Progress Report PR-1	Quarterly Progress Reports to OPR, updating on Project progress.	1/31/22	3/31/22
Progress Report PR-2		4/1/22	6/30/22
Progress Report PR-3		7/1/22	9/30/22
Deliverable 1 (Goals A & B):			
A. Biomass Feedstock confirmation	Assess the amounts, types, and characterization of biomass feedstocks collected (or treated) in Marin, currently and projected, including woody biomass and green cart organics.	7/15/22	11/30/22
B. Biomass utilization pathways	Identify the primary, current and potential conversion pathways suitable for dealing with the multiple biomass feedstocks in Marin County.		
Progress Report PR-4		10/1/22	12/31/22
Progress Report PR-5		1/1/23	3/31/23
Deliverable 2 (Goals C & D):			
C. Economic Analysis	Analyze economic feasibility and economic development potential of each of the four most suitable Marin biomass pathways.	12/1/22	4/13/23
D. Carbon Analysis	Analyze the GHG emissions and carbon sequestration potential of each of the four most suitable Marin biomass pathways.		
Progress Report PR-6		4/1/23	6/30/23
Deliverable 3 (Goal E):			

E. Recommended pathways, practices and infrastructure	Based on the previous tasks and guidance from the Steering Committee, recommend the most promising biomass conversion infrastructure, processes, and products for expansion, near term and longer term.	4/14/23	7/28/23
Progress Report PR-7			
		7/1/23	9/30/23
Deliverable 4 (Final Study):			
Final Study	Revised Final Study ready for distribution.	7/31/23	10/15/23
Progress Report PR-8			
		10/1/23	12/1/23
Deliverable 5 (Goals F & E and Final Report)			
F. Summary Workshop G. Technical Assistance Final Report	Final Report on overall Marin Biomass Project, including lessons learned from process of developing Study, results of Summary Workshop, and progress to date on Technical Assistance towards implementing recommendations of the Study.	10/16/23	4/30/24

Exhibit A2 – Key Personnel

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
Project Lead		
Scolari, Nancy	Executive Director, MRCD	Overall administrative, supervisory, and fiscal oversight of project. Review project progress monthly with PM, Steering Committee, and RCD Board. Review draft and final Deliverables and Progress Reports. Approve monthly invoice submittals to OPR. Approve payments to PM and Study Consultants.
TBD Project Manager	Consultant TPD by RFP	The Project Manager will manage and coordinate the overall Project, including the Grant Agreement, Study Consultant contract
		and work products, and support of the Marin Biomass Collaborative and Steering Committee. The PM will do so in a collaborative manner that helps build cooperation among the public and private stakeholders that oversee and operate the biomass utilization economy, so that optimal solutions can be quickly implemented.
Key Personnel		
Mollath, Darrylin	Bookkeeper, MRCD	Monthly invoicing to OPR, payments to consultants, and MRCD Board financial reports. Annual audits. Record keeping.
Albuquerque, Simone	Program Manager, MRCD	Project Manager recruitment and hiring process, and related tasks, during first two months of Project.

TBD Biomass Study Consultant	Consultant TBD by RFP	The Biomass Study Consultant will complete a Marin Biomass Study to analyze the wide range of existing and potential pathways for processing biomass and converting it into useful products in ways that are both economically sound and ecologically responsible. The Consultant will also provide Technical Assistance to stakeholders on implementing Study recommendations.
Other: Steering Committee		
Cole, Belle (Chair)	Ecologically Sound Practices Partnership	Advisory group appointed by MRCD. Coordinates with PM; convenes and consults with the broader Biomass Collaborative; reviews and recommends MRCD approval of progress reports and consultant deliverables prior to their submittal to OPR.
Carney, Bill	Sustainable San Rafael	
Carstens, Chris	Carbo Culture	
Creque, Jeffrey	Carbon Cycle Institute	
Devine, Steve	Zero Waste Marin	
George, Barbara	Organizing for Action Marin	
Goines, Bruce	Marin Wildfire Prevention Authority	
Minikes, Larry	Marin Conservation League	
White, Chad	Air Quality and Climate Management	

Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the Grantee under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts	Contact s
<p>Agency Name: Governor’s Office of Planning & Research</p> <p><i>Contract Project Manager (Technical)</i></p> <p>Name: Michael Maguire</p> <p>Address: Go’ernor's Office of Planning & Research 1400 Tenth Street Sacramento, CA 95814</p> <p>Telephone: : (916)990-5523 Fax: <Fax#, if available> Email: Michael.Maguire@opr.ca.gov</p>	<p>Grantee Name: Marin Resource Conservation District</p> <p><i>Principal Investigator</i></p> <p>Name: Nancy Scolari, Executive Director</p> <p>Address: Marin Resource Conservation District P.O. Box 1146 Point Reyes Station, CA 94956 Telephone: (415) 663-1170 x301</p> <p>Fax: <Fax#, if available> Email: nancy@marinrcd.org</p> <p>Designees to certify invoices under Section 14 of Exhibit C on behalf of PI: 1. <Name>, <Title>, <EmailAddress></p>
<p><i>Authorized Official (contract officer)</i></p> <p>Name: Scott Morgan Chief Deputy Director</p> <p>Address: Administrative Services 1400 Tenth Street Sacramento, CA 95814</p> <p>Telephone: (916)322-2960 Fax: Email: scott.morgan@opr.ca.gov</p>	<p><i>Authorized Official</i></p> <p>Name: Sally Gale, President</p> <p>Address: Marin Resource Conservation District P.O. Box 1146 Point Reyes Station, CA 94956 Telephone: (415) 663-1170 x301</p> <p>Fax: <Fax#, if available> Email: nancy@marinrcd.org</p> <p>rg</p> <p><i>Send notices to (if different):</i></p>

	Name: Nancy Scolari Executive Director Address: Same as above Telephone: Same as above Email: same as above
Administrative Contact Name: Gian Viggiano Contract Officer Address: Administrative Services 1400 Tenth Street	Administrative Contact Name: Nancy Scolari, Executive Director Address: Marin Resource Conservation District P.O. Box 1146
Sacramento, CA 95814 Telephone: (916) 716-9938 Fax: Email: gian.viggiano@opr.ca.gov	Point Reyes Station, CA 94956 Telephone: (415) 663-1170 x301 Fax: <Fax#, if available> Email: nancy@marinrcd.org
Financial Contact/Accounting Name: OPR Accounts Payable Address: Administrative Services 1400 Tenth Street Sacramento, CA 95814 Telephone: Fax: Email: AccountsPayable@opr.ca.gov	Authorized Financial Contact/Invoicing/Remittance Name: Darrylin Mollath, Bookkeeper Address: Marin Resource Conservation District P.O. Box 1146 Point Reyes Station, CA 94956 Telephone: (415) 663-1170 x301 Fax: <Fax#, if available> Email: darrylin@marinrcd.org g Designees for invoice certification in accordance with Section 14 of Exhibit C on behalf of the Financial Contact: 1. <Name>, <Title>, <EmailAddress>

Exhibit B (12/31/21)

Subawardee Name:

Marin Resource Conservation District (Marin Biomass Project)

Principal Investigator (Last, First):

Scolari, Nancy

Exhibit B2

COMPOSITE SUBAWARDEE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD				
		07/01/2021	to	06/30/2024

	From: To:	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024		
BUDGET CATEGORY		Year 1	Year 2	Year 3	TOTAL	
PERSONNEL: Salary and fringe benefits w/4% COLA.		\$8,894	\$6,894	\$7,848	\$23,636	
Nancy Scolari, ED		\$4,481	\$4,660	\$5,524	\$14,664	
Darrylin Mollah, Bookkeeper		\$2148	\$2,234	\$2,324	\$6,706	
Simone Albuquerque, Program Manager		\$2,266	\$0	\$0	\$2,266	
TRAVEL - Expenses included in Consultant line items		\$0	\$0	\$0	\$0	
MATERIALS & SUPPLIES – Expenses included in Consultant line items		\$0	\$0	\$0	\$0	
CONSULTANT		\$26,982	\$294,500	\$148,500	\$469,982	
TBD, Project Manager – monthly/draft/final reports, manage consultant contracts, monthly RCD Board communications and biomass collaborative meetings, workshop presentation		\$26,982	\$93,000	\$65,000	\$184,982	
TBD, Biomass Study Consultant – study biomass market opportunities, analyze feedstock pathways for aggregation, conduct economic/carbon analysis, prepare Biomass Study recommendations, and provide Technical Assistance		\$0	\$201,500	\$83,500	\$285,000	
SUBRECIPIENT		\$0	\$0	\$0	\$0	
<i>Subject to IDC Calc</i>						
OTHER DIRECT COSTS (ODC)						
	ODC #1: Subject Compensation	Y	\$0	\$0	\$0	\$0
	ODC #2	Y	\$0	\$0	\$0	
	ODC #3	Y	\$0	\$0	\$0	
	ODC #4	Y	\$0	\$0	\$0	

ODC #5	Y	\$0	\$0	\$0	\$0
ODC #6	Y	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS		\$35,876	\$301,394	\$156,348	\$493,618
Indirect (F&A) Costs			F&A Base		
	<i>Rate</i>	<i>MTDC *</i>	\$0	\$0	\$0
	27% of MRCD		\$2,401	\$1,861	\$2,119
	personnel cost				\$6,382
TOTAL COSTS PER YEAR		\$38,278	\$303,255	\$158,467	
TOTAL COSTS FOR PROPOSED PROJECT PERIOD				\$500,000	

* MTDC = Modified Total Direct Cost

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Annual Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes between approved budget categories above the thresholds identified. **10.00%**

%

or

Prior approval required for budget changes between approved budget categories above the thresholds identified. **Amount**

\$10,000

Exhibit B2

Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. Starting with the Project Manager list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as "to be determined" (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including "to-be-determined" positions.

BUDGET JUSTIFICATION FOR PERSONNEL		
<i>Name, position</i>	<i>Function</i>	<i>Calculations (% of effort, etc.)</i>
Nancy Scolari, MRCD Executive Director	Overall administrative, supervisory, and fiscal oversight of project. Review project progress monthly with PM, Steering Committee, and RCD Board. Review draft and final Deliverables and Progress Reports. Approve monthly invoice submittals to OPR. Approve payments to PM and Study Consultants.	4-5% of position <u>FY 01-02:</u> 50hs x \$89.61/hr = \$4,481 <u>FY02-03:</u> 50hs x \$93.19/hr = \$4,660 <u>FY03-04:</u> 57hrs x \$96.92 = \$5,524
Darrylin Mollath, MRCD Bookkeeper	Monthly invoicing to OPR, payments to consultants, and MRCD Board financial reports. Annual audits. Record keeping.	3-5% of position <u>FY 01-02:</u> 45hs x \$47.74/hr = \$2,148 <u>FY02-03:</u> 45hs x \$49.65/hr = \$2,234 <u>FY03-04:</u> 45hrs x \$51.64+ = \$2,324
Simone Albuquerque, MRCD Program Manager	Project Manager recruitment and hiring process, and related tasks.	2% of position in year 1 40hrs x \$56.64 = \$2,266
<p><i>Note: a) OPR will be notified of any unexpected personnel changes; the positions and total compensation amounts will hold steady.</i></p> <p><i>b) Rates for each Fiscal Year include projected COLAs.</i></p>		

Travel

Itemize all travel requests separately by trip and justify in Exhibit B1. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Consultant Costs below for Travel expenses.

Materials and Supplies

Itemize materials supplies in separate categories. Include a complete justification of the project's need for these items. Theft sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

See Consultant Costs below for Materials and Supplies expenses.

Equipment

List each item of equipment (greater than or equal to \$5,000 with a useful life of more than one year) with amount requested separately and justify each.

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

BUDGET JUSTIFICATION FOR CONSULTANTS	
Project Manager TBD	
<i>Services & time:</i>	Project Management services per Exhibit A2 above. (575 day duration, part-time)
<i>Compensation:</i>	<p>Contract cost to be determined by competitive bid adhering to MRCD procedures. Estimated @ \$175,000 total cost; \$7,500 per month through Study and Workshop phases (Goals A-F) and \$4,500 per month for Technical Assistance phase (Goal G).</p> <p>Project Manager payments will be based on hourly rates inclusive of all Contractor compensation, benefits, profit, and overhead. Project Management services are expected to be part-time.</p>
<i>Expenses:</i>	<p>The Project Manager contract will include an additional \$9,982 for expenses necessary to support the services, as follows:</p> <ol style="list-style-type: none"> 1. Travel to biomass processing facilities and operations in Marin County and Northern California to assess practices relevant to the Study, provide Technical Assistance based on its recommendations, and support the Marin Biomass Collaborative. <ol style="list-style-type: none"> a) 5,000 miles x \$0.56 per mile = \$2,800. b) Lodging for travel beyond the Bay Area, 4 nights x \$250/night = \$1,250 c) Per diem for travel outside the Bay Area. 5 days x \$55/day = \$275 2. Materials and supplies <ol style="list-style-type: none"> a) Computer supplies for printing materials. 25 months x \$50/mo = \$1,250 b) Workshop preparations, IT support. \$4,407
Study Consultant TBD	
<i>Services & time:</i>	Preparation of the Marin Biomass Study and provision of Technical Assistance for implanting its recommendations per the Scope of Work and Goals and Objectives set forth in Exhibit A above. (368 days for Study, 139 days for Technical Assistance)
<i>Compensation:</i>	<p>Contract cost to be determined by competitive bid adhering to MRCD procedures. Estimated @ \$280,000 total cost: \$220,000 for Study (Goals A-E) and \$60,000 for Workshop and Technical Assistance phases (Goals F-G).</p> <p>Payments shall be inclusive of all Contractor compensation, benefits, profit, and overhead.</p> <p>During the Study phase of work, payments will be progress payments, based on the percentage of work completed. During the Workshop and Technical Assistance phase, payments shall be made on a Time and Materials basis (at hourly rates established In the Study Consultant contract) for services authorized by the Project Manager.</p>
<i>Expenses:</i>	<p>The Study Consultant contract will include an additional \$5,000 for expenses necessary to support the services, as follows:</p> <ol style="list-style-type: none"> 1. Travel to biomass processing facilities and operations in Marin County and Northern California to assess practices relevant to the Study, provide Technical Assistance based on its recommendations, and support the Marin Biomass Collaborative. <ol style="list-style-type: none"> a) 5,000 miles x \$0.56 per mile = \$2,800. b) Lodging for travel beyond the Bay Area, 2 nights x \$250/night = \$500 c) Per diem for travel outside the Bay Area. 3 days x \$55/day = \$165

	<p>2. Materials and supplies</p> <p>a) Printing and distribution of Final Study and associated materials. \$1,535.</p>
Notes on Consultants:	<p>i. All services and expenses require prior authorization by the Project Manager and/or MRCD Executive Director.</p> <p>ii. Consultant contracts will require prior authorization in writing by OPR for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment or services. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.</p> <p>iii. Consultant contracts shall specify that the rates of reimbursement for necessary traveling expenses and per diem shall be in accordance with the rates of CalHR for comparable classes and that no travel outside California shall be reimbursed unless prior written authorization is obtained from OPR.</p> <p>iv. Consultant contracts shall require the contractor to maintain books, records, documents, and other evidence pertaining to reimbursable costs and any matching costs and expenses and to hold them available for audit and inspection by the State for three years.</p>

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

Rent

If the Scope of Work will be performed in an off- facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the budgeted indirect cost rate in Exhibit B.

The Marin RCD's 27% federally approved indirect cost rate is approved by the Department of the Interior and found here at the following link: <https://marinresourceconservationdistr.box.com/s/i3fwv65etzna5v9sxyvyp828jys9jvae> . This rate has been approved by other state agencies such as Ca. Dept. of Fish and Wildlife and Ca. State Water Resources Control Board. Additional IDCR detail is available upon request.

Attachment B

Contract Log # _____

**Marin Resource Conservation District
Professional Services Contract**

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the MARIN RESOURCE CONSERVATION DISTRICT, hereinafter referred to as "MRCD" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MRCD desires to retain Contractor to provide the following services, more specifically described in **Exhibit A** attached hereto and by this reference made a part hereof:

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

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MRCD, 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 MRCD agrees to:

- A. Make available all pertinent data and records for review.
- B. Provide general bid and contract forms and special provisions format when needed.

3. FEES:

The fees 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.

4. MAXIMUM COST TO MRCD:

In no event will the cost to MRCD for the services to be provided herein exceed the maximum sum of \$ _____ (_____ dollars and ____ cents) including direct non-salary expenses.

5. PAYMENT:

The fees for services under this Contract shall be due as set forth in **Exhibit B**. MRCD shall retain ten percent (10%) of the final contract amount, which shall be due upon completion and acceptance by MRCD of the work or termination of this Contract.

The source of funding by the MRCD for this work shall be:_____. This Agreement is subject to the terms and conditions negotiated between the MRCD and_____, Agreement No._____which is attached and incorporated herein as **Exhibit D** for reference.

6. CONTRACT PERFORMANCE TIME:

All the work required by this Contract shall be completed and ready for acceptance no later than _____.

7. INSURANCE:

The Contractor shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless MRCD specifically consents to a "claims made" basis. The MRCD shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to MRCD prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to MRCD of any termination or reduction in coverage.

___By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on **Exhibit C** attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the MRCD harmless and defend the MRCD against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. MRCD agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, MRCD 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.

8. WORKER'S COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of

the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to MRCD prior to commencement of work.

 By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

9. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, 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.

10. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MRCD except for any subcontract work identified herein.

11. 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 MRCD.

12. 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.

13. 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 three years from the completion of this contract. Contractor will permit MRCD 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 MRCD's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from MRCD. Contractor shall refund any moneys erroneously charged. If MRCD ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

14. TIME OF AGREEMENT:

This Agreement shall commence on _____, and shall terminate on _____. Time is of the essence with respect to this Contract.

15. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the MRCD. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to MRCD without exception or reservation.

16. 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 MRCD 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.

17. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances 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 MRCD. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

18. AMENDMENT:

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

19. 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 MRCD, as is evidenced in writing.

20. 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.

21. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MRCD harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

22. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

23. NOTICES:

This contract shall be managed and administered on MRCD's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and follow the guidelines set forth in the attached vendor instructions.

Nancy Scolari
Marin Resource Conservation District
P.O. Box 1146
Point Reyes Station, CA 94956

Notices shall be given to Contractor at the following address:

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

**APPROVED BY
MRCD:**

By: _____
PRESIDENT, Board of Directors

CONTRACTOR:

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By _____

By: _____

Federal Tax I.D.#: _____

Phone #: _____



EXHIBIT A

SERVICES TO BE PROVIDED

BY CONTRACTOR



EXHIBIT B

FEEES TO BE PAID TO CONTRACTOR



EXHIBIT C
PROFESSIONAL ERRORS AND OMISSIONS
LIABILITY INSURANCE

1. Mandatory Policy Contents or Endorsements Provisions

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MRCD.

2. Minimum Limits of Insurance

Contractor shall maintain Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Contract or the Beginning of the Contract work. If claims-made, coverage must extend to a minimum of twelve (12) months beyond completion of project. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of Contract work.



EXHIBIT D
PRIME AGREEMENT