

MARIN RESOURCE



CONSERVATION DISTRICT

REQUEST FOR PROPOSALS

**Biomass Utilization Study
with Greenhouse Gas Assessment**

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

Proposal Submission Deadline:
July 28, 2022 at 5:00pm PDT

Submit Proposal to:
Marin Resource Conservation District
Attn: Executive Director (nancy@marinrcd.org) and
Biomass Project Manager (chad@marinrcd.org).

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REQUEST FOR PROPOSALS

Biomass Utilization Study

1. INTRODUCTION

The Marin Resource Conservation District (MRCD) invites proposals from skilled consultants ready to undertake the comprehensive Biomass Utilization Study (Study) described in this Request for Proposal (RFP). MRCD seeks a consultant for a two-year term or until the completion of the Study's final report and associated technical assistance, as described in Section 2 of this RFP. The term is expected to begin in the third quarter of 2022.

This RFP describes the sought scope of services and outlines the proposal components and format expected in a complete proposal. Please read these instructions carefully.

1.1 Marin Biomass Project

This RFP is part of the multi-year Marin Biomass Project (Project). The Project was developed to explore sustainable uses of biomass feedstocks being generated in Marin County, an urbanized coastal region in California comprised of towns and cities, mixed woodland, agricultural lands, and preserved open space. The Project was developed in response to increasing flows of biomass materials generated by wildfire prevention activities and by landfill diversion efforts in the County overseen, respectively, by the Marin Wildfire Prevention Authority (MWPA) and by Zero Waste Marin (ZWM). Materials range from woody biomass generated by woodland thinning and landscape trimmings to source-separated and mixed organic streams generated by the collection of metropolitan wood debris, food scraps, yard materials, and agricultural biomass.

The concern is that increasing biomass flows may exceed the handling capacity of available infrastructure and that strategic coordination and capital investment are needed to build an integrated system that turns them into ecologically sound, value-added products. The purpose of the Project is to support nimble and sustainable development of new biomass utilization infrastructure and economic opportunities in Marin County. The goal is to ensure that biomass utilization pathways support wildfire prevention and landfill diversion, while also reducing greenhouse gas (GHG) emissions.

The Project is designed to foster cooperation among stakeholders in biomass utilization, particularly the public authorities who oversee and the private organizations that manage biomass management infrastructure and processes. Development of a forum, called the "Marin Biomass Collaborative," is already underway and is intended to support rapid implementation of recommendations developed during the Study.

The Marin Biomass Project is one of five pilot projects selected in 2021 by the Governor's Office of Planning and Research (OPR) and awarded a \$500,000 grant to identify solutions that overcome barriers to biomass feedstock utilization. A portion of the funding under this grant has been allocated for a consulting contract under this RFP.

1.2 Biomass Utilization Study

The Marin Biomass Project has laid the groundwork for a strategic assessment of biomass flows and utilization opportunities in Marin County. This Biomass Utilization Study (Study) is intended to produce information that will support strategic conversations and capital investment among public

and private stakeholders in the County, as well as to produce insights and lessons relevant for other urban-rural coastal regions in California.

This Study involves a detailed evaluation of the potentially recoverable biomass feedstocks in Marin County. It also involves the assessment of infrastructure, products, and processes that can utilize these feedstocks in both economically viable and environmentally responsible ways. The desired Scope of Services to carry out this Study is described in Section 2 of this RFP.

1.3 Contract for the Study

This RFP seeks proposals from a consulting team qualified and ready to undertake this detailed, multi-part Biomass Utilization Study. This consulting team may consist of professionals from a single firm, or it may consist of a lead consultant working with subconsultants. Please refer to Section 3 for details about how to present your team and the expected content in a proposal.

A contract for fulfillment of the responsibilities of the selected consultant will not exceed \$280,000 in compensation unless amended by contract. The contract may be less depending on the consulting team's proposal. An additional \$5,000 is available to reimburse materials and travel expenses. Please refer to section about "Biomass Study Consultant" on pp. 41-42 of Attachment 2 for the intended breakdown of the budget for the Study.

A copy of MRCD's template for a professional services agreement is included in Attachment 4.

2. SCOPE OF SERVICES

The consultant selected for this contract (hereafter, Study Consultant) is being asked to provide the scope of services outlined in this section of the RFP. This scope of services is described more comprehensively in Attachment 1. This scope of services derives from the goals and objectives in MRCD's grant agreement with OPR included as Attachment 2. **Your proposal should clearly demonstrate how your team will provide the scope of services in Attachment 1 and should also be mindful of and align with the goals and objectives in the grant agreement with OPR.**

2.1 Responsibilities of the Study Consultant

The selected Study Consultant will serve as the technical lead for all investigative and analytical aspects of the Study. The Study Consultant is expected to contribute thought leadership and scientific expertise about biomass feedstock characterization and about biomass utilization technology. The Study Consultant is expected to work proactively to complete all aspects of the Study and also to work cooperatively with the MRCD Biomass Project Manager to meet MRCD's needs of the Marin Biomass Project. The Study Consultant is also expected to be responsive to the direction of the Executive Director of MRCD and to the Marin Biomass Project Steering Committee appointed by the MRCD Board of Directors.

The Study Consultant is expected to fulfill the following responsibilities:

- Carry out all components of the Study and complete each deliverable on the project schedule in section 2.2 of this RFP.
- Receive Steering Committee feedback on each draft deliverable and respond to this feedback in follow-on drafts of Study deliverables and reports. (Each revised deliverable will then be submitted concurrently with the next draft deliverable in the Study.)
- Serve as the primary developer and organizer of the Final Study (combined report).
- Develop and work with the MRCD Biomass Project Manager to confirm and ensure a project timeline for completing each and all components of the Study.
- Provide monthly reports on progress for each component of the Study.
- As requested by the MRCD Biomass Project Manager, support preparation of grant contract amendments and invoicing under the grant agreement with OPR.
- As requested by the MRCD Biomass Project Manager, provide support communication to the Steering Committee about findings in the Study.
- As requested by the Steering Committee, participate in meetings of the Marin Biomass Collaborative and meetings of the OPR Learning Cohort for this grant agreement.
- As needed, travel to meetings and field sites to support or complete the Study.

2.2 Study Design, Deliverables, and Due Dates

The Biomass Utilization Study is designed to identify and recommend utilization pathways that can turn biomass into products that are both economically and ecologically responsible. The term “pathway” here means a set of process operations that support a principal conversion technology for transforming low-value biomass into higher-value product. (Examples of utilization pathways identified in an earlier phase of the Project are included in Attachment 3.)

The purpose of the Study is to identify pathways relevant to the biomass feedstocks in Marin County, to determine the value-added products that they can be used to make, and to analyze the economic and carbon impacts of their processes and potential recovery products. The goal of the Study is to use these findings to grow existing utilization pathways and to spur new pathways that will work in Marin County’s urban-coastal geography. To realize this purpose and goal, the Study has been broken down into the following sequential components:

Component	Description	Associated Deliverable	Due Date
Part A	Biomass Feedstock Confirmation: assessment of all potentially recoverable amounts, types, and timing of current and projected biomass feedstocks collected and treated in Marin County	Biomass Feedstock Confirmation (draft Study chapter, associated data sets)	12/14/22
Part B	Biomass Utilization Pathways: identification of current and potential utilization pathways suitable for transforming biomass flows in Marin County into valuable products that minimize GHG impacts.	Biomass Utilization Pathways (draft Study chapter technology assessment)	12/14/22
Part C	Economic Analysis: analysis of infrastructure and infrastructure gaps, development capital investment requirements, and potential markets for recovery products	Economic Analysis (draft Study chapter, associated data sets)	05/01/23
Part D	GHG Analysis: analysis of GHG emissions and carbon sequestration potential for four most economically vital pathways and their recovery products	GHG Analysis (draft Study chapter, associated data sets)	05/01/23
Part E	Recommendations: drawing on Parts A-D, comments from the Steering Committee, and feedback through its Biomass Collaborative, recommend the most promising biomass pathways, practices, and infrastructure.	Recommendations (draft Study chapter, associated data sets)	09/15/23
Final Study	Package findings in Parts A-D and recommendations in Part E into the Final Study. Include lessons learned and guidance for groups contemplating a study of this nature	Final Study (key findings, all chapters finalized, all data sets)	12/15/23

These due dates for Parts A-E and the Final Study indicate when deliverables are due from the Study Consultant to the Marin Biomass Project Steering Committee. They derive from the schedule of deliverables established in the grant agreement between MRCD and OPR in Attachment 2, Exhibit A-1 (pp. 29-30). For each Deliverable 1 through 4 in Exhibit A-1, the Study Consultant must be available to meet three times with the Steering Committee and once with the Marin Biomass Collaborative. Throughout the Study, the Study Consultant must be available for regular communications and periodic meetings with the MRCD Biomass Project Manager. Please include time for these meetings in your proposal.

In addition to the deliverables under Parts A-E, the Study Consultant will aid the dissemination of findings and support stakeholders learning through the following engagements:

Component	Description	Associated Deliverable	Due Date
Part F	Workshop: after completion of the Final Study, support preparation and delivery of a Workshop that presents Study results and recommendations to stakeholders in Marin County, in the region, and Statewide.	Workshop	3/31/24
Part G	Technical Assistance: provide technical assistance and advice to stakeholders involved in the potential implementation of recommendations resulting from the Study.	Technical Assistance	3/31/24

When preparing a proposal, **please refer to the comprehensive scope of services for the Study Consultant in Attachment 1.** The details in this attachment are particularly important for preparing the “Plan for Conducting the Study” portion of your proposal. (See section 3.3.)

3. PROPOSAL SCHEDULE AND REQUIREMENTS

3.1 RFP Schedule

This RFP is being managed according to the following schedule:

Posting of Request for Proposals	June 27, 2022
Deadline for Submitting Questions	July 15, 2022
Final Responses to Questions	July 20, 2022
Deadline for RFP Submittal	July 28, 2022 - no later than 5:00pm

MRCD will accept questions about this RFP until July 15, 2022. Please submit questions via email to the MRCD Biomass Project Manager at chad@marinrcd.org. A final version of answers to questions will be posted on the MRCD website by July 20, 2022. Rolling answers to questions may be posted before then.

3.2 Submission Instructions

Proposals must be submitted via email to both the Executive Director of the Marin Resource Conservation District (nancy@marinrcd.org) and to the MRCD Biomass Project Manager (chad@marinrcd.org). A proposal may consist of multiple files, but submitters are highly encouraged to submit a proposal organized into a single file if possible.

Submission of a proposal in response to this RFP will be interpreted as acceptance of the expectations and conditions contained in this RFP, unless clearly and specifically noted in your proposal submitted. MRCD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

3.3 Proposal Components

I. Cover Letter

- List the name, address, and telephone number of the lead for the consultant team
- Furnish documentation that the person signing the proposal has signatory authority
- State the proposal is firm for a 90-day period from the proposed submission deadline
- Provide the name, title, address, and telephone number of the individual to whom correspondence or other contacts should be directed during the selection process
- Provide the headquarters and support office locations for all members of the consulting team who will provide services to MRCD
- Acknowledge that the consultant will provide any insurance and indemnification required

II. Proposed Project Team

Introduce the team that will carry out this contract. As part of this description, please describe the organization of the team by identifying the lead consultant, any subconsultants, and the envisioned relationship(s) among them.

It may be desirable to organize a team of (sub)consultants with experience specific to the needs of individual components of the Study, particularly if this team produces the best

expertise and budget for the Study. If different personnel will carry out different parts of the Study, please explain that in your proposal. A table or other diagram is a welcome inclusion.

The proposal should describe the qualifications and experience of the proposed team. The proposal is encouraged to emphasize the specific qualifications and experience accrued providing services similar to those sought under this RFP.

Except under circumstances beyond the Study Consultant's control, MRCD will not accept substitutions of key members of the team put forth as part of a selected proposal.

III. Project Understanding

The consulting team is asked to demonstrate its understanding of the issues motivating the Marin Biomass Project, the goals and objectives of the proposed Study, and the organization and conduct of the Study as presented in this RFP. The consulting team is welcome to provide critical feedback about any parts of the Study in its demonstration of project understanding.

IV. Plan for Conducting the Study

As outlined in section 2.2 and described in more detailed in Attachment 1, this Study has multiple components:

- A confirmation of current and future biomass feedstocks (Part A);
- An evaluation of utilization pathways for those feedstocks (Part B);
- An economic analysis of the potential match between feedstocks, utilization pathways, and existing infrastructure (Part C); and
- A GHG analysis that looks at the GHG impacts of different pathways and the sequestration potential of related recovery products and their likely usages (Part D).

These components will form the basis for recommendations (Part E) about strategic planning and investment in infrastructures that recover biomass in economically and ecologically responsible ways.

The budget allocated for Parts A-E and the Final Study is \$220,000. Please propose an approach and a budget for each of these individual parts and the creation of the Final Study for the project. Please make direct reference to the goals and objectives for each Part (see Attachment 2) and explain how your approach will meet them.

Outreach has been planned under Study Parts F and G. The budget allocated for these outreach efforts is \$60,000. Please propose an approach and a budget for these two parts. If you have assumptions about outreach medium, audience composition, or audience size, please include those as part of your proposed approach.

Proposals are welcome to reflect on this Study structure and to provide critical observations and feedback that will streamline the Study and/or synergize its components.

V. Relevant Experience

Please provide a brief description of at least three similar projects that demonstrates services provided by the consulting team that are relevant and insightful for how it will conduct the Study. For these example projects, please provide the following:

- Client (contact person, address, phone number)
- Project description and location
- Description of services provided
- Total value of services provided
- Key personnel involved and their roles
- Any subconsultants employed

VI. References

For each consultancy involved with the Study, please submit three references that the interview committee may contact. (The interview committee will confirm these references with you before we reach out to them.) For each reference, please include the following:

- Contact name, title, and organization (if any)
- Email address and phone number
- Description of how this person might speak to your expertise

VII. Rate Schedule

Please provide a rate schedule and budget breakdown for each part of the Study. **Please list the anticipated contributors by name or title.** Please summarize your rates using a table like the one on the next page:

PART A (Biomass Feedstock Confirmation)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
PART B (Utilization Pathways ID)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
PART C (Economic Analysis)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
PART D (Utilization Pathways ID)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
PART E (Recommendations)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
FINAL REPORT	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
PART F (Workshop)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
PART G (Tech Assistance Report)	Hourly Rate	Est. Hours	Est. Budget
(compensation level a)	\$0.00	##	\$0.00
(compensation level b)	\$0.00	##	\$0.00
...	\$0.00	##	\$0.00
Blended Rate/Total	\$0.00	##	\$0.00
Total Cost (Should Not Exceed)			\$0.00

Please include rates that will remain in effect, as quoted, for the duration of the contract unless amendments are approved by MRCD. Rates provided must include all employment categories needed to perform all work. Please note that failure to provide a fee schedule can be grounds for MRCD, at its sole discretion, to determine that the submitted proposal is non-responsive and cause for its rejection.

4. EVALUATION AND SELECTION PROCESS

MRCD has appointed a Steering Committee (Committee) to oversee the Biomass Study. This Committee will evaluate proposals submitted under this RFP, interview candidates, and recommend a consultant for the contract. As part of proposal review, MRCD reserves and delegates to the Steering Committee the right to request additional information from parties submitting a proposal and to allow corrections of errors or omissions.

Proposals will be evaluated using a qualifications-based selection process. The following criteria will be used to evaluate and rank proposals:

- Qualifications and cohesion of the proposed team,
- Understanding of the Biomass Utilization Study purpose, scope, and deliverables,
- Clarity of plan for carrying out and completing each component of the Study,
- Proposed budget, and
- Past experience and references.

Following evaluation of proposals, the Steering Committee will invite top-ranked consultants to an online interview. Interviews are expected to be scheduled the week of August 8 and, per the schedule below, conducted during the week of August 15.

Following interviews and reference checks, the Committee will recommend a consultant to MRCD. Based on the Committee's recommendations, MRCD will award a contract. If an acceptable contract cannot be negotiated with the recommended consultant for any reason, MRCD may commence negotiations with the next consultant that the Committee recommends. MRCD reserves the right, without prejudice, to reject any or all proposals.

This process is planned with the following schedule:

Evaluation of Proposals	August 1-12, 2022
Interviews	August 15-19, 2022
Contract Finalization	September 2, 2022
Deadline for Contract Transmission to MRCD Board	September 7, 2022
Contract Approval by MRCD Board	September 14, 2022
Contract Signature and Execution	September 15, 2022

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 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.

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 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 Attachment 4, Exhibit B of the 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 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 the Consultant, in the final negotiated contract.

6. QUESTIONS

If you have any questions about this RFP, please email MRCD Biomass Project Manager at chad@marinrcd.org.

Questions about the content of this RFP received before July 15, 2022, will be answered in writing and posted on the MRCD website.

**ATTACHMENTS
to the
REQUEST FOR PROPOSALS
for
BIOMASS STUDY**

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ATTACHMENT 1. SCOPE OF SERVICES FOR STUDY CONSULTANT

The Study shall systematically analyze (A) the biomass flows in Marin County, (B) the biomass utilization pathways needed 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, and (E) recommended pathways, practices, and infrastructure to convert managed biomass into high-value and low-GHG products. The Study Consultant shall participate in a Workshop following completion of the Study and provide technical assistance to stakeholders regarding implementation of Study recommendations.

Parts A-G below break down the Study into work areas and tasks. This breakdown matches the goals and objectives in the contract with OPR in Attachment 2.

PART 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. Review, and augment as needed, the information provided in Zero Waste Marin's 2018 Organics Generation and Capacity Analysis, the 2020 Marin Community Wildfire Prevention Plan, the Marin Climate Action Plan 2030, and other sources, including material recovery vendors and wildfire prevention operations such as Marin Wildfire Prevention Authority, Firesafe Marin, and PG&E. Include the following tasks:

1. Categorize the primary biomass feedstock streams in Marin County. Estimate the amounts of biomass material already flowing and being handled in the County.
2. Characterize feedstocks in terms of volume, moisture content, heat content, seasonal availability, carbon content, contamination, and other factors affecting its suitability for processing and recovery.
3. Indicate primary geographic sources of biomass feedstocks (e.g., working lands, parks/open space, municipal material recovery systems, food processors, etc.).
4. Identify where biomass material is currently processed and what products are produced. Confirm key economic details about the collection, processing, and transport of forest-sourced and other biomass feedstocks.
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).
6. Estimate how the material in each primary feedstock is projected to increase, decrease, or otherwise change during the next five-year and the next ten-year periods. (Consult plans of the parties listed under item 6, as well as the Marin Wildfire Prevention Authority's 2021-2030 Work Plans, Marin Municipal Water District's 3-year Work Plan, One Tam's Regional Forest Health Strategy for Public Lands, and other large public and private landowners.)
7. Estimate the "steady state" volume of biomass feedstocks to be expected on an annual basis 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.

PART B: Biomass Utilization Pathways. In conjunction with and following the feedstock analysis in Part A, identify the primary current and potential conversion pathways suitable for dealing with the multiple biomass feedstocks in Marin. Assess current utilization and capacities of existing facilities and what capacity is needed to meet future needs. Include at least the following existing and potential pathways: **aerobic composting** (& mulch); **dry anaerobic digestion** (including landfill gas); **wet anaerobic digestion**; **gasification/pyrolysis** (for electricity, biochar, hydrogen); **waste to energy combustion**; **densification** (e.g., pellet formation); **wood products**; and **on-site biomass treatments** (e.g., masticating or chipping and broadcasting, composting, prescribed grazing, prescribed burning, pile burning, air curtain burners, and carbonizers, lopping & reuse of materials). Include other suitable pathways that you recommend. Assess the effectiveness of each pathway and how it might be improved. Address the following issues for each pathway in a manner that allows consistent comparisons among options:

1. Describe each conversion pathway (i.e., the 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.
2. Evaluate the capacity of conversion pathways to recover the known and expected biomass flows in Marin County.
3. Estimate the infrastructure needed (i.e., processing capacity, land requirements, and possible locations) for this process to recover the segment(s) of Marin County biomass that it is suitable to handle.
4. Compare the needed infrastructure to the capacity of existing facilities in or near Marin.
5. Assess the capacity of each existing processing facility, and the constraints and opportunities for expanding capacity.
6. Assess the extent to which existing processing are a match for feedstocks from Part A.
7. Suggest how feedstock reliability and consistency could be improved.
8. Recommend how the public institutions overseeing biomass feedstocks (including Zero Waste Marin, Marin Wildfire Prevention Authority, and their members) can use regulations, education, incentives, and rate structures to improve feedstock reliability, and direct materials to appropriate facilities.
9. Assess how enforcement of proper green cart use, and defensible space evaluation, and certification and insurance products could augment such efforts.
10. Analyze how enforceable feedstock contracts between agencies, processors, and landowners and/or businesses could be used to create more stability in the market.
11. Summarize the potential economic viability of each pathway, including the products and services produced.
12. Summarize the GHG emissions and carbon sequestration potential of each pathway, and any additional environmental issues, based on existing literature.
13. Summarize any additional co-benefits of each pathway, such as economic development, biodiversity enhancement, and health improvements.
14. Based on these assessments, recommend the four most promising pathways suitable for Marin County that warrant further assessment in this Study.

PART C: Economic Analysis. Analyze the economic feasibility and economic development potential of each of the four most suitable Marin biomass pathways, as confirmed by the Steering Committee in response to the investigation in Part A. Include ways in which feasibility could be improved, and at least the following factors in the analysis of each option, in a manner that allows consistent comparisons among options:

1. Evaluate the capital and operating costs of each option, together with income from end products and services, such as the sale of energy resources (e.g., electricity via purchase agreements with local utilities or load-serving entities) or material resources (e.g., biochar, compost, or 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.
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.
3. Identify additional revenues or funding, such as tipping fees, ratepayer fees, and State and Federal grants.
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, and payments for avoided wildfire emissions or other carbon credits.)
5. Identify potential changes to management methods, processing techniques, locations, and products that could yield cost savings (e.g., offsetting utility costs by generating electricity onsite to support operations).
6. Describe how income from recovery products and other sources could help fund 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.
7. Consider all possible ways that facilities and operations could pay for themselves and become self-sustaining.
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.
9. Factor in SB1383 requirements that municipalities strive to reduce organics going to landfills and procure biomass recovery products.
10. Consider how other public policy objectives may limit or support the feasibility of each option (e.g., CPUC BioMAT program, CARB Low Carbon Fuel Standard, etc.).
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).

PART D: GHG Analysis. Analyze the GHG emissions and carbon sequestration potential of each of the four most suitable Marin biomass pathways, as determined by the Steering Committee. Include ways in which carbon management could be improved. Include at least the following factors in the analysis of each option, in a manner that allows consistent comparisons among options:

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

PART 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. (In considering potential recommendations, include the following possibilities: enhanced composting; gasification/pyrolysis for electricity, biochar, and/or hydrogen; diversified wood products; increased anaerobic digestion of restaurant and grocery organics.)

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?
2. What would be the GHG emission and sequestration benefits of each?
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.
4. How much co-investment, coordinated contracting, or other support would be needed from the public sector? How could it be secured?
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?
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?
7. Discuss the potential applicability of these options and practices elsewhere in the urbanized coastal region of California.

PART F: Workshop. Following completion of the Study, prepare and present an interactive event that describe the Study, summarizes its findings, and affords stakeholders in Marin County, in the region, and Statewide the opportunity to ask questions.

PART G: Technical Assistance. Following completion of the Study and as requested by the MRCD Biomass Project Manager, the Consultant shall provide technical assistance and advice to stakeholders potentially involved in the implementation of recommendations from the Study. This phase of work is expected to last approximately six months and may be extended. (Compensation for technical assistance shall be on a time and materials basis in accordance with rates mutually agreed prior to contract execution, as outlined and budgeted in Attachment 2, Exhibit B.)

ATTACHMENT 2. Grant Agreement between MRCD and OPR

D: 0650-OPR21121

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
OPR21121

PURCHASING AUTHORITY NUMBER (If Applicable)
OPR-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Office of Planning and Research hereinafter referred to as State

CONTRACTOR NAME

Marin Resource Conservation District

2. The term of this Agreement is:

START DATE

January 31, 2022 pending DGS approval

THROUGH END DATE

March 31, 2025

3. The maximum amount of this Agreement is:

\$500,000.00 (Five Hundred Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	34
Exhibit B	Budget Detail and Payment Provisions	13
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Quarterly Progress Report Template	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Marin Resource Conservation District

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1146

CITY

Point Reyes Station

STATE

CA

ZIP

94956

PRINTED NAME OF PERSON SIGNING

Nancy Scolari

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

Nancy Scolari

DATE SIGNED

6/6/2022

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

OPR21121

PURCHASING AUTHORITY NUMBER (If Applicable)

OPR-0650

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Office of Planning and Research

CONTRACTING AGENCY ADDRESS

1400 Tenth Street

CITY

Sacramento

STATE

CA

ZIP

95418

PRINTED NAME OF PERSON SIGNING

Scott Morgan

TITLE

Chief Deputy Director, Admin

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DocuSigned by:

Scott Morgan

DATE SIGNED

6/6/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

EXHIBIT A. Project Summary & Scope of Work

PI Name: Nancy Scolari

Project Title: Marin Biomass Project

Agreement Terms

Contractor Name: Marin Resource Conservation District

Amount: \$500,000.00

Term: January 31, 2022 to March 31, 2025

The maximum amount for this project must not exceed a total of \$500,000.00.

The term of this project shall begin upon approval by the Department of General Services' Office of Legal Services and continue through March 31, 2025.

In coordination with the Wildfire and Forest Resilience Task Force and the Joint Institute for Wood Products Innovation, The Office of Planning and Research has carefully chosen the five public agencies to lead these pilots with the Marin Resource Conservation District to develop and provide regional strategies to improve feedstock supply chain logistics in order to produce community fire resilience benefits within Marin County. Costs have been deemed reasonable by industry averages, and the individuals assisting in the agreement are the best the region has to offer for strategies relating to wildfire resilience.

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 County of Humboldt on behalf of North Coast Resource Partnership, Northeastern/Shasta region managed by Fall River Resource Conservation District, the Tahoe Central Sierra region managed by Placer County Water Agency, and the five-County Central Sierra region managed by Mariposa Resource Conservation District. The areas and entities represent a broad area of forested lands and communities with a diverse group of entities managing the agreements 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 agreements 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 3rd quarter 2022 (see Exhibit “E”) 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 Project, 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 MarinCAN, 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 Project 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 Project 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 Contractor 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 biomass and green cart organics.

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: 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.

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

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, MWPA, 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: GHG 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. Workshop

Objective: 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.

Goals G. Technical Assistance

Objective: 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 A-1 - Schedule of 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		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.	9/15/22	12/14/22
B. Biomass utilization pathways	Identify the primary, current and potential conversion pathways suitable for dealing with the multiple biomass feedstocks in Marin County.		
Complete Deliverable 1 review & comment		12/15/22	1/31/23
Progress Report PR-2		10/1/22	12/31/22
Progress Report PR-3		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.	2/1/23	5/1/23
D. Carbon Analysis	Analyze the GHG emissions and carbon sequestration potential of each of the four most suitable Marin biomass pathways.		
Complete Deliverable 2 review & comment		5/1/23	6/14/23
Progress Report PR-4		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	6/14/23	9/15/23

Complete Deliverable 3 review & comment	promising biomass conversion infrastructure, processes, and products for expansion, near term and longer term.	9/15/23	10/31/23
Progress Report PR-5		7/1/23	9/30/23
Deliverable 4 (Final Study):			
Final Study	Revised Final Study ready for distribution.	11/1/23	12/15/23
Complete Deliverable 4 review & comment		12/15/23	1/31/24
Progress Report PR-6		10/1/23	12/31/23
Deliverable 5 (Goals F & G 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.	2/1/24	6/1/24
Progress Report PR-7		1/1/24	3/31/24
Complete Deliverable 5 review & comment		6/1/24	6/30/24
Progress Report PR-8		4/1/24	6/30/24

EXHIBIT A–2. 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 Contract 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	
TBD	Zero Waste Marin	
George, Barbara	Organizing for Action Marin	
Goines, Bruce	Marin Wildfire Prevention Authority	
Minikes, Larry	Marin Conservation League	

EXHIBIT A–3. Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the Contractor 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	Contacts
Agency Name: Governor's Office of Planning & Research <i>Contract Project Manager (Technical)</i> Name: Michael Maguire Associate Planner, Wood Product Innovation Address: Governor's Office of Planning & Research 1400 Tenth Street Sacramento, CA 95814 Telephone: (916)990-5523 Fax: Email: Michael.Maguire@opr.ca.gov	Contractor Name: Marin Resource Conservation District <i>Principal Investigator</i> Name: Nancy Scolari, Executive Director Address: Marin Resource Conservation District P.O. Box 1146 Point Reyes Station, CA 94956 Telephone: (415) 663-1170 x301 Fax: Email: nancy@marinrcd.org Designees to certify invoices under Section 14 of Exhibit C on behalf of PI:
<i>Authorized Official (contract officer)</i> Name: Scott Morgan Chief Deputy Director Address: Administrative Services 1400 Tenth Street Sacramento, CA 95814 Telephone: (916)322-2960 Fax: Email: scott.morgan@opr.ca.gov	<i>Authorized Official</i> Name: Sally Gale, President Address: Marin Resource Conservation District P.O. Box 1146 Point Reyes Station, CA 94956 Telephone: (415) 663-1170 x301 Fax: Email: nancy@marinrcd.org <i>Send notices to (if different):</i> Name: Nancy Scolari Executive Director Address: Same as above Telephone: Same as above Email: same as above
<i>Administrative Contact</i>	<i>Administrative Contact</i>

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

EXHIBIT B

Subawardee Name: Marin Resource Conservation District (Marin Biomass Project)

Principal Investigator (Last, First): Scolari, Nancy

COMPOSITE SUBAWARDEE BUDGET FOR ENTIRE PROPOSED PROJECT PERIOD			
01/01/2022		to	12/31/2024

From: To:	01/01/2022 12/31/2022	01/01/2023 12/31/2023	01/01/2024 12/31/2024	
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	\$2,148	\$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	\$118,382	\$272,500	\$79,100	\$469,982
TBD, Project Manager – monthly/draft/final reports, manage consultant contracts, monthly RCD Board communications and biomass collaborative meetings, workshop presentation	\$56,982	\$93,000	\$35,000	\$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	\$61,400	\$179,500	\$44,100	\$285,000
SUBRECIPIENT	\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC) <i>Subject to IDC Calc</i>				
ODC #1: Subject Compensation	Y	\$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
ODC #6	Y	\$0	\$0	\$0

TOTAL DIRECT COSTS		\$127,276	\$279,394	\$86,948	\$493,618	
Indirect (F&A) Costs			F&A Base			
	<i>Rate</i>	<i>MTDC *</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
	27% of MRCD personnel cost		\$2,401	\$1,861	\$2,119	\$6,382
TOTAL COSTS PER YEAR		\$129,677	\$281,255	\$89,068		
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%

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

or

Amount

\$10,000

EXHIBIT B-1: COST BY TASK WORKSHEET

Office of Planning Research

Contractor Cost Sheet										
Contractor		MARIN RESOURCE CONSERVATION DISTRICT (MARIN BIOMASS PROJECT)					NOTE: FOR CONSULTANTHOURLY RATES, PLEASE USE FULLY BURDENED RATE			
							4/7/2022			
Name Title Rate Per Hour	Prime Consultant			Total Cost (\$\$)	Subconsultant: Project Manager		Total Cost (\$\$)	Subconsultant: Biomass Study Consultant		TOTAL COST - ALL CONSULTANTS
	Scolari Ex. Director \$113.80 per hour	Mollath Bookkeeper \$60.63 per hour	Albuquerque Program Mang. \$71.93 per hour		TBD* Project Mang. \$100.00 per hour	STAFF X (NAME) Title		TBD* Study Conslt. \$100.00 per hour	STAFF X (NAME) Title	
	Hours	Hours	Hours		Hours			Hours		
TASK 0: Consultant RSPs & Selection (FY 21-22)										
Task 0.1 Project Manager Consultant				\$0.00			\$0.00			\$0.00
Task 0.2 Study Consultant				\$0.00	250		\$25,000.00			\$0.00
Task 0.3 Fiscal & Administrative Oversight	50	45	40	\$11,295.55			\$0.00			\$0.00
Task 0.T Travel Expenses (*See Exhibit B for multipliers)							\$721.00			
Task 0.E Equipment & Supplies Expenses (*Sheet Exh. B)							\$208.00			
TOTAL ALL TASK 0	50	45	40	\$11,295.55	250	0	\$25,929.00	0	0	\$ 37,224.55
TASK 1: Deliverable 1 (FY 22-23)										
	\$118.35	\$63.06		\$11,295.55						
Task 1.1 Biomass feedstock confirmation				\$0.00	190		\$19,000.00	350		\$35,000.00
Task 1.2 Biomass utilization pathways				\$0.00	185		\$18,500.00	350		\$35,000.00
Task 1.3 Fiscal & Administrative Oversight	20	15	0	\$3,312.90			\$0.00			\$0.00
Task 1.T Travel Expenses							\$721.00			\$693.00
Task 1.E Equipment & Supplies							\$208.00			
TOTAL ALL TASK 1	20	15	0	\$3,312.90	375	0	\$38,429.00	700	0	\$70,693.00 \$ 112,434.90
TASK 2: Deliverable 2 (FY 22-23)										
Task 2.1 Economic analysis				\$0.00	150		\$15,000.00	350		\$35,000.00
Task 2.2 Carbon analysis				\$0.00	150		\$15,000.00	350		\$35,000.00
Task 2.3 Fiscal & Administrative Oversight	15	15	0	\$2,721.15			\$0.00			\$0.00
Task 2.T							\$721.00			\$693.00
Task 2.E							\$208.00			
TOTAL ALL TASK 2	15	15	0	\$2,721.15	300	0	\$30,929.00	700	0	\$70,693.00 \$ 104,343.15
TASK 3: Deliverable 3 (FY 22-23)										
Task 3.1 Recommendations				\$0.00	225		\$22,500.00	600		\$60,000.00
Task 3.2 Fiscal & Administrative Oversight	15	15	0	\$2,721.15			\$0.00			\$0.00
Task 3.T							\$721.00			\$693.00
Task 3.E							\$208.00			
TOTAL ALL TASK 3	15	15	0	\$2,721.15	225	0	\$23,429.00	600	0	\$60,693.00 \$ 86,843.15
TASK 4: Deliverable 4 (FY 23-24)										
	\$123.09	65.59								
Task 4.1 Final Study				\$0.00	225		\$22,500.00	300		\$30,000.00
Task 4.2 Fiscal & Administrative Oversight	14	10		\$2,379.16			\$0.00			\$0.00
Task 4.T							\$721.00			\$693.00
Task 4.E							\$208.00			\$1,535.00
TOTAL ALL TASK 4	14	10	0	\$2,379.16	225	0	\$23,429.00	300	0	\$32,228.00 \$ 58,036.16
TASK 5: Deliverable 5 (FY 23-24)										
Task 5.1 Work shop				\$0.00	150		\$15,000.00	150		\$15,000.00
Task 5.2 Technical Assistance				\$0.00	225		\$22,500.00	350		\$35,000.00
Task 5.3 Fiscal & Administrative Oversight	43	35	0	\$7,588.52			\$0.00			\$0.00
Task 5.T							\$728.00			\$693.00
Task 5.E							\$4,609.00			
TOTAL ALL TASK 5	43	35	0	\$7,588.52	375	0	\$42,837.00	500	0	\$50,693.00 \$ 101,118.52
TOTAL ALL TASKS	157	135	45	\$30,018	1750		\$184,982.00	2800		\$285,000.00 \$500,000

*Notes:

1. Project Manager and Study Consultant will be selected by RFP pursuant to RCD proceedings. Therefore their rates and hours are estimates at this time, and they will be adjusted to remain within State pay rates and the overall contract amount.
2. See Exhibit B2 for further details and multipliers concerning Travel and Equipment & Supplies expenses.

EXHIBIT B-2. GENERAL COST PROPOSAL WORKSHEET

SAMPLE COST PROPOSAL WORKSHEET

PROJECT STAFF - LABOR COSTS

LABOR		HOURS	RATE	TOTAL
<input checked="" type="checkbox"/> Loaded Rates (indirect costs included in the hourly rate)				
<input type="checkbox"/> Actual Rates (overhead listed below)				
<input type="checkbox"/> Other (describe): _____				
Job Title/Classification	Executive Director	157 @	\$113.80 =	\$ 17,866.60
	Program Manager	45 @	\$71.93 =	\$ 3,236.85
	Bookkeeper	135 @	\$60.63 =	\$ 8,185.05
		@	=	\$ -
Sub-Totals:		337 @	=	\$ 29,288.50

SUBCONTRACTOR(S)

LABOR		HOURS	RATE	TOTAL
<input checked="" type="checkbox"/> Loaded Rates (indirect costs included in the hourly rate)				
<input type="checkbox"/> Actual Rates (overhead listed below)				
<input type="checkbox"/> Other (describe): _____				
Job Title/Classification	Biomass Project Manager	1750 @	100 =	\$ 175,000.00
	Biomass Consultant	2800 @	100 =	\$ 280,000.00
Sub-Totals:		4550	=	\$ 455,000.00

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

VARIABLE	RATE	TOTAL
Overhead Rate (general and administrative) @	=	\$ -
Fringe Benefits @	=	\$ -
Sub-Totals:		\$ -

DIRECT COSTS (OTHER THAN LABOR)

Travel Costs	Lodging	7 @	250	\$ 1,750.00
	Mileage	10000 @	0.56 =	\$ 5,600.00
	Per Diem	8 @	55 =	\$ 440.00
Equipment and Supplies	Computer supplies-printing materials	25 @	50 =	\$ 1,250.00
	Workshop preparations, IT support		=	\$ 4,407.00
	Printing Final Study		=	\$ 1,535.00
Sub-Totals:				\$ 14,982.00
TOTALS:				\$ 499,270.50

Note: Marin RCD hourly personnel costs above are shown for FY 07/01/2021-06/30/2022. Annual salary increases are shown in Exhibit B of the Grant Agreement by FY and on the Justification Tab. This worksheet slightly deviates from the \$500,000 Grant Agreement total for this reason.

EXHIBIT B-3. ESTIMATED CONTRACTOR AND SUBCONTRACTOR COSTS

Name	Entity	Responsibilities	Comparable CALHR Title and Schem Code-Class Code	Comparable State Hourly Wage ¹	Marin RCD Hourly Wage & Benefits ³	Marin RCD Hourly Indirect Cost	Consultant Hourly Billing Rate ²	Description
Nancy Scolari	Marin Resource Conservation District	Executive Director	Environmental Program Manager II (BH76-0769)	\$88.79	\$89.61-96.92	\$24.19-26.17	N/A	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.
Simone Albuquerque	Marin Resource Conservation District	Program Manager	Senior Environmental Scientist (BH73-0764)	\$72.41	\$56.64	\$15.29	N/A	Project Manager and consultant recruitment and hiring process.
Darrylin Mollath	Marin Resource Conservation District	Bookkeeper	Fiscal Officer I (JM50-4541)	\$47.34	\$47.74-51.64	\$12.89-13.94	N/A	Monthly invoicing to OPR, payments to consultants, and MRCD Board financial reports. Annual audits. Record keeping.
TBD ²	TBD ²	Biomass Project Manager ²	En. Program Manager II (BH76-0769)	\$88.79	N/A	N/A	100	Coordinates the Biomass Steering Committee and Collaborative, arranges and facilitates meetings, ID stakeholders, oversee the review and selection of the consultant, manage Biomass Study Consultant contract and deliverables, manage contract amendments, facilitate review and approval of materials, present to the Steering Committee and Marin RCD Board.
TBD2	TBD ²	Biomass Study Consultant ²	En. Program Manager II (BH76-0769)	\$88.79	N/A	N/A	100	Biomass Study: Confirmation of Feedstocks, ID utilization pathways, Economic pathways, Carbon Analysis, Recommend pathways, practices and infrastructure for high value and low GHG products.

¹Comparable CALHR State hourly wages are shown, however they do not include benefits. It is assumed that Marin RCD hourly wages and benefits do not exceed comparable CALHR hourly wages and benefits.

²Hourly Billing Rates associated the the Biomass Project Manager and Biomass Study Consultant are yet to be finalized. Consultants will be selected following a formal procurement process. It is anticipated that each consultant may have one or more employees included within their subcontract, therefore additional employees will be provided once they are known. If proposed consulting rates exceed CALHR hourly wages, approval will be authorized in advance and in writing by the OPR Contract Project Manager. The sum of adjusted line items shall not exceed the total budget amount available in any Fiscal Year.

³ Marin RCD Hourly Wage & Benefit ranges represent wage increases throughout the term of the contract. This is also represented in the Grant Agreement by FY.

EXHIBIT B-4. BUDGET JUSTIFICATION

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.

Marin Resource Conservation District (MRCD) Personnel

MRCD Executive Director, Nancy Scolari

Funding requested for Ms. Scolari for Year 1 = \$4,481 (50hs x \$89.61/hr.); Year 2 = \$4,660 (50hs x \$93.19/hr.); Year 3 = \$5,524 (57hrs x \$96.92/hr.). Total = \$14,664. She will devote 4-5% of her time to the Marin Biomass Project.

The Executive Director (ED) will oversee overall administration of the OPR contract on behalf of the Marin RCD. The ED will receive 24 monthly written reports from the Project Manager and 24 Invoices from the Bookkeeper. Reports and invoices will be reviewed by the ED before submittal to OPR. All payments made to subcontractors will first be reviewed between the Bookkeeper and ED before presentation to the Marin RCD for payment. The ED will also review all materials provided for monthly public board meetings before distribution to the public such as financial statements, payables, and draft and final Deliverables.

MRCD Bookkeeper, Darrylin Mollath

Funding requested for Ms. Mollath for Year 1 = \$2,148 (45hs x \$47.74/hr.); Year 2 = \$2,234 (45hs x \$49.65/hr.); Year 3 = \$2,324 (45hrs x \$51.64/hr. Total = \$6,706. She will devote 3-5% of her time to the Project.

The bookkeeper will be responsible for monthly invoicing to OPR, payments to consultants, and MRCD Board financial reports. She will prepare 24 monthly invoices to OPR, vendor information for County records, payments to subcontractors, 24 monthly Marin RCD Board financial reports, and materials for annual audits. The bookkeeper will be supervised by the Marin RCD ED.

MRCD Program Manager, Simone Albuquerque

Funding requested for Ms. Albuquerque for year 1 = \$2,266 (40hrs x \$56.64). Total = \$2,266. She will devote 2% of her time to the Project.

The Program Manager will assist in recruiting and hiring for a Project Manager and Study Consultant during the initial months of the project including preparing the Requests for Proposals, compiling a distribution list of potential consultants, posting the Request for Proposals, scheduling calls and responding to email questions, and preparing proposals for review by the Biomass Steering Committee and the MRCD Board of Directors.

Notes on MRCD Personnel Costs: MRCD rates for all these positions are inclusive of fringe, and rates for each Fiscal Year include projected COLAs. OPR will be notified of any unexpected personnel changes; the positions and total compensation amounts will hold steady.

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.

MRCD personnel will not charge travel expenses to the Project. See Consultant Costs below for itemizations of travel expenses for each consultant.

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.

MRCD personnel will not charge material and supplies expenses to the Project. See Consultant Costs below for itemizations of Materials and Supplies expenses for each consultant.

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.

No such equipment will be charged to the Project.

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.

Project Manager Consultant, TBD

Funding requested for Project Management services detailed in Exhibit A2 above, to be obtained by competitive bid adhering to MRCD procedures. Estimated costs for Project Manager for Year 1 = \$55,000; Year 2 = \$90,000; Year 3 = \$30,000. Total = **\$175,000**. Estimated part-time services extending over 575 days at \$7,500 per month through Study and Workshop phases (Goals A-F) and \$4,500 per month during Technical Assistance phase (Goal G). Project Manager payments will be based on hourly rates inclusive of all Contractor compensation, benefits, profit, and overhead.

Project Management Services: The Project Manager (PM) will manage and coordinate the overall Project, including the Contract Agreement, Study Consultant contract and work products, and support the Marin Biomass Collaborative and Steering Committee. The agreement will be for a two-year term, or until conclusion of the Marin Biomass Study and associated technical assistance. The PM manages all aspects of a contract agreement between OPR and MRCD, including project timeline development, work flow management, milestone tracking, contract budget amendments and fiscal reporting. The PM prepares contract amendments and consultant change orders in consultation with MRCD staff. PM will manage all aspects of a Biomass Study Consultant and potentially other complex, specialized studies undertaken by consultants as part of the Marin Biomass Project. The PM provides as-needed technical and contract guidance to consultants and serves as a liaison between the Steering Committee, Biomass Study Consultant, other consultants, and MRCD executive management. The PM gathers feedback by convening and facilitating regular meetings of the Steering Committee with the Biomass Study Consultant, community members and organizations. The PM develops and delivers monthly progress reports, proposals, documentation, and presentations to the Steering Committee, MRCD Board of Directors, OPR and others as needed. Together with Steering Committee the PM supports communications with funders, stakeholders, elected officials and interested members of the public. As requested, the PM advises on fundraising strategies and plans to assist with the implementation of fund development for follow-on phases of the Project. Work may involve travel to meetings and field sites.

Project Management Expenses: The Project Manager contract will include an additional **\$9,982** (for a total contract amount of \$184,982) for expenses necessary to support the services, as follows:

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.
 - a) 5,000 miles x \$0.56 per mile = \$2,800
 - b) Lodging for travel beyond the Bay Area, 5 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
 - a) Computer supplies for printing materials. 25 months x \$50/mo = \$1,250
 - b) Workshop preparations, IT support. \$4,407

Biomass Study Consultant, TBD

Funding requested for Study Consultant, who shall provide the Scope of Work and Goals and Objectives detailed in Exhibit A above, to be obtained by competitive bid adhering to MRCD procedures. Estimated costs for Study Consultant services for Year 1 = \$60,000 Year 2 = \$178,000; Year 3 = \$32,000. Total = **\$280,000**. (368 days for Study, 139 days for Technical Assistance.) Estimated part-time services extending over 368 days (\$220,000) for the Study phase (Goals A-E) and 139 days (\$60,000) for the Technical Services phase (Goals F-G). Payments shall be inclusive of all Contractor compensation, benefits, profit, and overhead. 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.

Study Consultant Services: 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. The Study consultant shall systematically analyze (1) the biomass flows in Marin County, (2) the biomass utilization pathways most suitable to recover Marin's biomass streams, (3) the economic feasibility and economic development potential of each recovery pathway, including the infrastructure improvements needed to recover increasing biomass flows, (4) the relative carbon impacts of each recovery pathway, including GHG emissions and sequestration, (5) recommended pathways, practices, and infrastructure to convert managed biomass into high-value and low-GHG products.

Study Consultant Expenses: The Study Consultant contract will include an additional **\$5,000** (for a total contract amount of \$285,000) for expenses necessary to support the services, as follows:

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.
 - 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
2. Materials and supplies
 - a) Printing and distribution of Final Study and associated materials. \$1,535

Notes on all Consultant costs:

- i. All services and expenses require prior authorization by the Project Manager and/or MRCD Executive Director.
- 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 of services. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.
- 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.
- 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.

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.

See yearly budget by task, including additional justification, in attached Contractor Cost Sheet.

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.

None applicable.

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.

None applicable.

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/i3fwv65etzna5v9sxyyp828iys9jvae> . 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.

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EXHIBIT B-5. RATES AND SALARIES

Marin Biomass Project

OPR Justification – Marin RCD Personnel Rates and Equivalent State Classifications

Grant Administrator: Nancy Scalari, Marin Resource Conservation District

Equivalent State Classification: Environmental Program Manager II

Civil Service Pay Scale: \$13,132.00 – \$14,918.00

Hourly Rate: \$88.79 per hour (based on 168 hours/month)

Nancy has 24 years of experience serving as Executive Director of the Marin Resource Conservation District. Under Nancy's leadership, the agency has become a regional leader in watershed conservation, endangered species protection and wildlife habitat restoration. By training, Nancy is a conservationist and water quality protection specialist. Through this work, Nancy has performed duties equivalent to that of an Environmental Program Manager II. These duties include but are not limited to experience as a scientist in environmental analysis, management, research, planning, regulation, investigation, or enforcement. Additionally, Nancy has more than 10 years of experience working in an administrative or supervisory position in full charge of a staff responsible for the development or implementation of environmental policies, programs, plans, or research projects. Illustrated in her resume, Nancy's education and professional experience meets the minimum qualifications required by Cal HR for the Environmental Program Manager II classification. Nancy's knowledge and experience of watershed protection and natural resource management are of particular value to OPR and our Marin Biomass Pilot Project team. OPR's interests are directly served by partnering with local government leaders at Marin RCD and their project team to address and mitigate the wildfire, biomass management and forest health challenges that exist within Marin County. This project directly aims to improve feedstock supply chain logistics as a means to reduce wildfire risk and to develop an attractive economic environment to foster greater industry growth in the biomass sector within Marin County. The expertise and experience of the project team, under Nancy's direction, will be vital in completing all project tasks and deliverables. Nancy's expertise of watershed management in Marin County, is essential to the success of the project team. Under the project budget, Nancy's rate is listed at \$113.80 per hour which is \$25.01 above the limit for the Environmental Program Manager II classification.

Program Manager, Simone Albuquerque, Marin Resource Conservation District

Equivalent State Classification: Senior Environmental Scientist

Civil Service Pay Scale: \$9,785.00 – \$12,165.00

Hourly Rate: \$72.41 per hour (based on 168 hours/month)

Simone has 8 years of experience serving as a project manager implementing forest health and water conservation projects along the central coast and Marin County. By training, Simone is an ecologist with an emphasis on agroecology and natural resource management. Through this work, Simone has performed duties equivalent to that of a Senior Environmental Scientist. These duties include but are not limited to experience as a scientist in environmental analysis, management, research, planning, regulation, investigation, or enforcement. Illustrated in her resume, Simone's education and professional experience meets the minimum qualifications required by Cal HR for the Senior Environmental Scientist classification. Simone's knowledge and experience of forest management,

agroecology and water conservation are of particular value to OPR and our Marin Biomass Pilot Project team. OPR's interests are directly served by partnering with local government leaders at Marin RCD and their project team to address and mitigate the wildfire, biomass management and forest health challenges that exist within Marin County. This project directly aims to improve feedstock supply chain logistics as a means to reduce wildfire risk and to develop an attractive economic environment to foster greater industry growth in the biomass sector within Marin County. Simone's expertise and natural resource management experience in Marin County, is essential to the success of the project team. Under the project budget, Simone's rate is listed at \$71.93 per hour which is \$0.48 below the upper limit for the Senior Environmental Scientist classification.

Bookkeeper, Darrylin Mollath, Marin Resource Conservation District

Equivalent State Classification: Fiscal Officer I

Civil Service Pay Scale: \$6,403.00 – \$7,954.00

Hourly Rate: \$47.34 per hour (based on 168 hours/month)

Darrylin has 5 years of experience working as an administrative assistant and bookkeeper for the Marin Resource Conservation District. Through this work, Darrylin has performed duties equivalent to that of a Fiscal Officer I classification. These duties include but are not limited to supervise and coordinate the preparation and management of a large and complex budget; provide direction to insure conformance with district policies and business management activities, including the legality and propriety of contracts and service agreements; directs a staff engaged in maintaining district accounts, fiscal documents, and performing a wide variety of related functions such as accounting for specialized district activities, making internal audits, or billing and collecting for district services. Illustrated in her resume, Darrylin's education and professional experience meets the minimum qualifications required by Cal HR for the Fiscal Officer I classification. Darrylin's knowledge of district policies, budgets and administrative procedures are of particular value to OPR and our Marin Biomass Pilot Project team. OPR's interests are directly served by partnering with local government leaders at Marin RCD and their project team to address and mitigate the wildfire, biomass management and forest health challenges that exist within Marin County. Darrylin's capacity to support Nancy in her role as Grant Administrator will be vital to the success of the project and will help fulfill all of Marin RCD's accounting and reporting requirements. Under the project budget, Darrylin's rate is listed at \$60.63 per hour which is \$13.29 above the upper limit for the Fiscal Officer I classification.

EXHIBIT B-6. Invoice Elements

Invoicing frequency

☐ Quarterly ☒ Monthly

Invoicing signature format

☐ Ink ☒ Facsimile/Electronic Approval

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available¹

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
 - TOTAL DIRECT COSTS (if available from system)

Detailed transaction ledger and/or payroll ledger for the invoice period ²

- Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

PAYMENT PROVISIONS

A. INVOICING

1. For services performed according to the attached Scope of Work and the terms of this agreement and upon receipt and approval of the invoices, OPR agrees to compensate the **Marin Resource Conservation District** for actual expenditures incurred in accordance with the rates specified herein or attached hereto. Invoices shall provide accounting for each month of expenditures.

2. **Marin Resource Conservation District** will maintain financial records and supporting documentation of all costs incurred in the performance of this Agreement. If OPR or the State Controller's Office requires clarification of any expenditure prior to payment of an invoice, **Marin Resource Conservation District** will provide

documentation of such expenditure to support its allowability. If any expenditures are disputed by the State, pending resolution, State agrees to pay all other undisputed invoiced costs.

3. Invoices shall include the Agreement Number, **OPR21121** and shall be submitted electronically not more frequently than monthly in arrears to: accountspayable@opr.ca.gov.

Electronic submission of invoices is the preferred method, however; In the event that the researchers are unable to submit invoices electronically, invoices shall be submitted in duplicate to:

Office of Planning and Research
Attn: Accounts Payable
P.O. Box 3044
Sacramento, CA 95812-3044

B. PAYMENT

1. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

EXHIBIT C – General Terms and Conditions

Please follow the below link to the GTC 04/2017 – General Terms and Conditions for non-IT Services contracts except for Interagency Agreements.

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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EXHIBIT D – Special Terms and Conditions

3.17.2 SUBVENTION AID OR LOCAL ASSISTANCE CONTRACT FISCAL CONTROL PROVISIONS

- A. Payment provisions in subvention aid contracts should be on a cost reimbursement basis with a ceiling specifying the maximum dollar amount payable by the agency. Contracts must set forth in detail the reimbursable items, unit rates, and extended total amounts for each line item. Among other matters, the following information should be documented:
1. Identify and justify direct costs and overhead costs, including employee fringe benefits;
 2. Monthly, weekly or hourly rates as appropriate and personnel classifications should be specified, together with the percentage of personnel time to be charged to the contract, when salaries and wages are a reimbursable item;
 3. Rental reimbursement items should specify the unit rate, such as the rate per square foot; and
 4. Travel is subject to CalHR rates per below link. No travel outside of California is reimbursable unless prior written authorization is obtained from the Office of Planning and Research.
- <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
- B. Ownership of any purchase order is to be retained with the State and will be returned to the State. The State reserves title to these assets. All equipment purchasing will be authorized and completed through the Department of General Services procurement section.
1. The contract must include a detailed inventory of any State-furnished property, and the agency must comply with the policies and procedures regarding State- owned property accounting set forth in the State Administrative Manual § 8640, et seq. Provisions must be included regarding the usage, care, maintenance, protection, and return to the agency of the property.
 2. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified. Automotive equipment should be purchased by the DGS/Procurement Division. The contracting State agency should arrange for purchase of all other major equipment items by the DGS/Procurement Division, as well as other items when economies can be achieved by so doing, with the cost to be deducted from the amount payable to the contractor.
- C. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner.
- D. The contract should require prior authorization in writing by the agency before the contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. The contract should also require the contractor to provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.
- E. The contract should reserve prior agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. The contractor should be required to acknowledge the support of the agency when publicizing the work under the contract in any media.
- F. “Marin Resource Conservation District” will maintain books, records, documents, and other evidence pertaining to the reimbursable costs and any matching costs and expenses. These are required to be held for audit and inspection by the State for three years.”

EXHIBIT E – Quarterly Progress Report Template

Please see the below pages for the Quarterly Progress Report Template

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Governor's Office of Planning and Research Woody Feedstock Aggregation Pilot Program – Contract Three-Month Progress Report

Contractor Name: [Click here to enter text.](#)

Project title: [Click here to enter text.](#)

OPR Agreement Number: [Click here to enter text.](#)

Submittal Date: [Click here to enter text.](#) **Reporting Period:** [Click here to enter text.](#)

Report Preparer: [Click here to enter text.](#) **Phone #:**

Progress Reports are a required deliverable of your agreement and must be completed whether or not work has occurred on your project in the last three months. Not submitting a complete progress report by the deadline defined in your agreement will result in any subsequent requests for payment being delayed or denied. Progress Reports should reflect all activities for the project over the last three months. Upon completion of the project, a Progress Report that covers the last three months of the project must accompany the Final Report.

Progress Report Summary

Please provide a summary narrative of work completed during this reporting period in the following categories. This report should include work completed by any organization for which you are a fiscal agent or subcontractor under your OPR agreement.

1. Pilot Project Implementation

a. Project implementation activities

b. Project evaluation activities

2. Subcontractor Administration

a. Project Reporting

b. Administration and/or oversight of subcontract or fiscal agency recipients

c. Other

3. Regional Communication and Collaboration

a. Communication or collaboration with other partners in your project region



Governor's Office of Planning and Research Woody Feedstock Aggregation Pilot Program – Contract Three-Month Progress Report

b. Participation in any multi-regional conferences, workshops, and webinars

Status of Specific Deliverables to Date

In addition to the above, please report on any specific deliverables included in Exhibit A of your agreement).

Challenges Encountered

Have you completed the 'Next Steps' work as stated in your last Progress Report? If not, please describe any issues that have made or will make completing the project on time difficult; include solutions you initiated to resolve problems. If your project is not on schedule, please explain why here.

Successes Achieved

Please describe any successes or opportunities that have emerged during this reporting period.

Media

Please provide a description along with copies or links of any coverage including social media posts, print, video, press release, or webpages.

Compare Actual Costs to Budgeted Costs

Please refer to your agreement for the budget categories and budgeted costs.

Project Budget Categories	Budgeted Subcontractor Dollars	Total Expenditures to date
Staff Salary/Benefits		
Materials/Supplies		
Subcontracts		
Travel		
Admin Overhead Indirect (10%)		
GRAND TOTAL		



**Governor's Office of Planning and Research
Woody Feedstock Aggregation Pilot Program – Contract
Three-Month Progress Report**

Please provide additional budget details as needed

Provide an explanation for any categories that are over budget. If you are on an advance payment schedule, list interest earned on advanced funds.

Do you anticipate any challenges to completing the project within established budget category amounts?

If so, please list the budget categories in question and describe the potential issues.

Next Steps

Work anticipated in the next three months, including location and timing of any scheduled events related to the project.

Comments

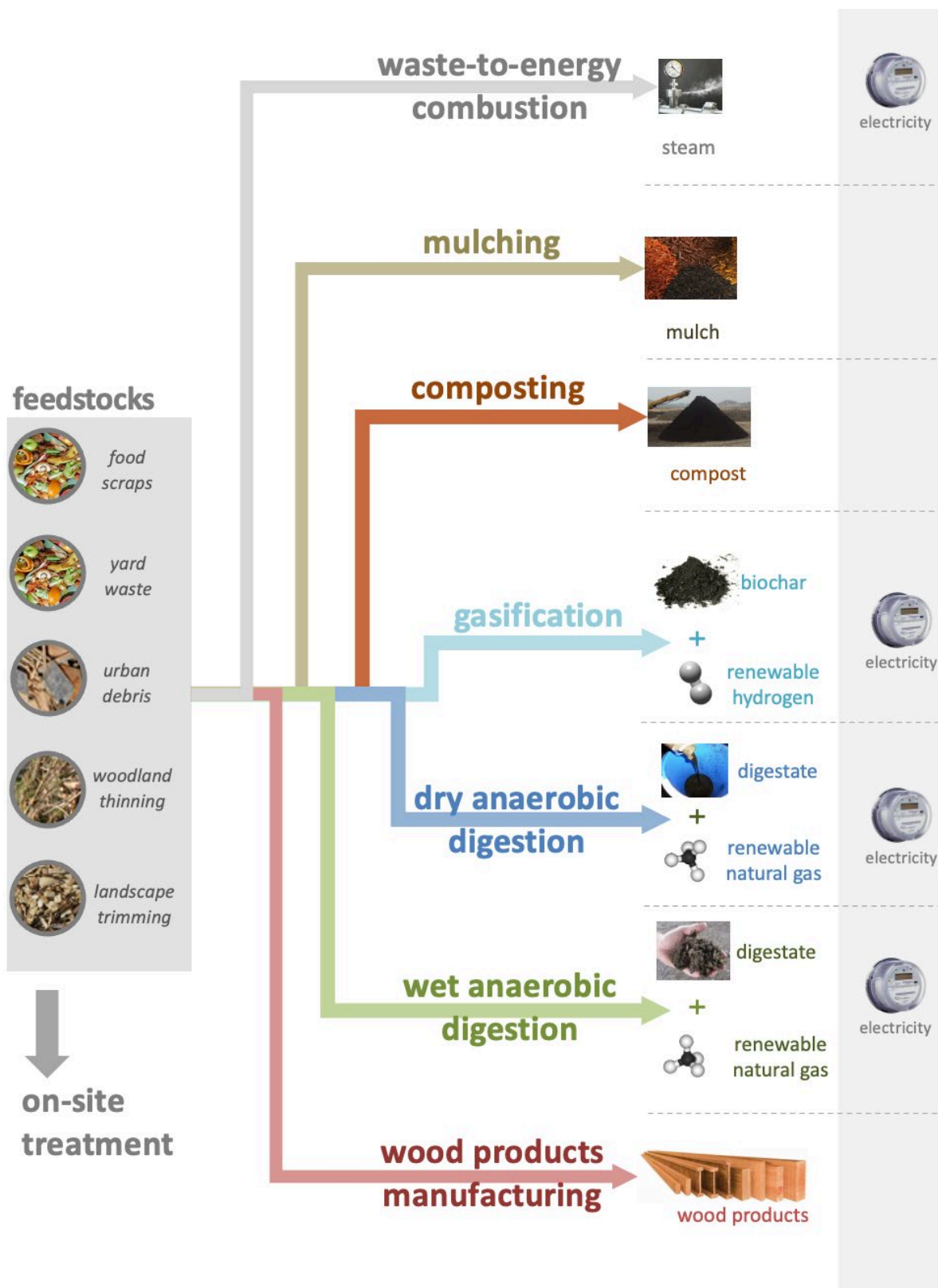
Please list any other important items/issues pertaining to the project which have not been addressed elsewhere.

Additional Requirements

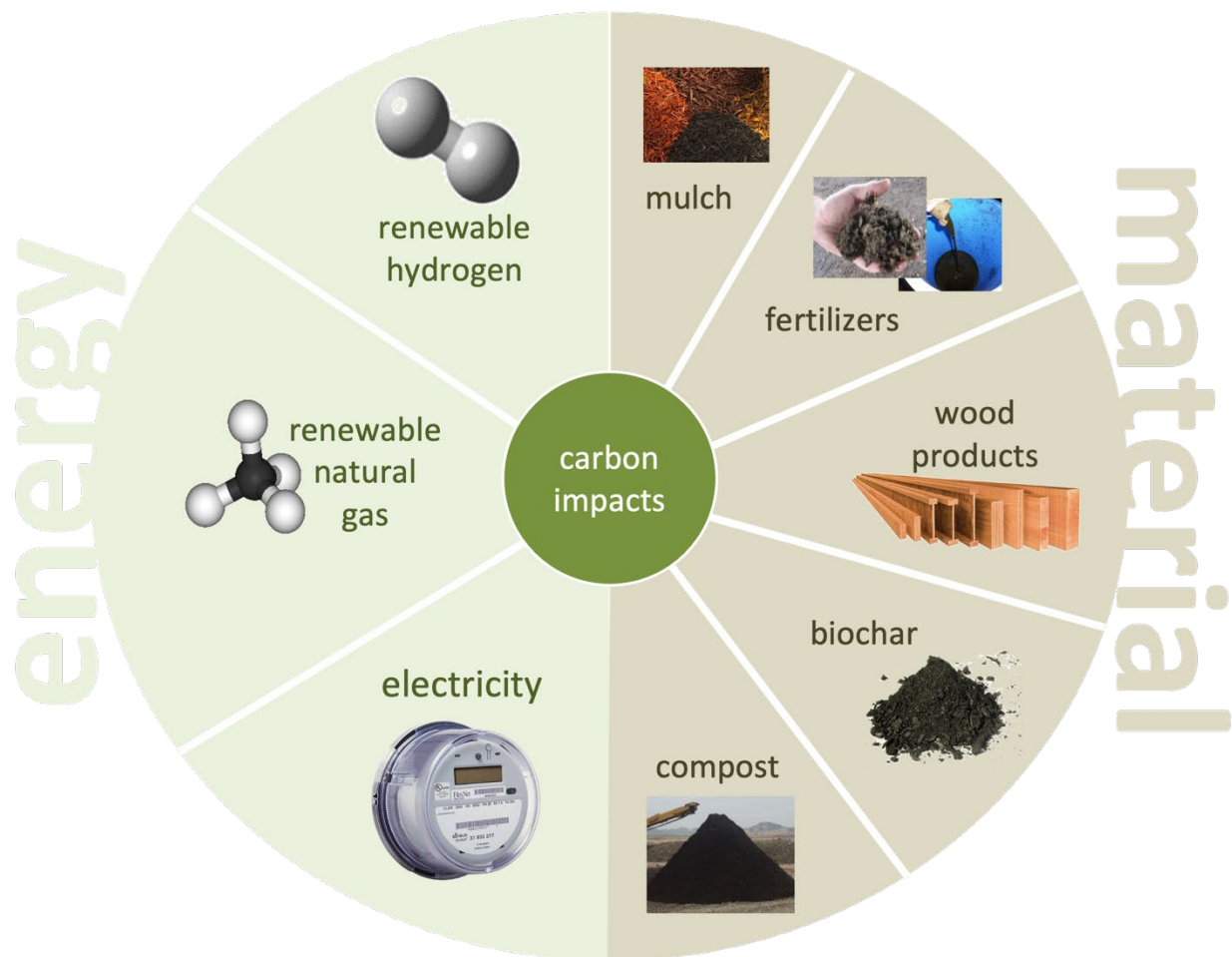
If you have been requested to provide information on other issues (such as employment benefits, benefits to priority populations, greenhouse gas reductions, etc.), please provide the response below:

ATTACHMENT 3. Example Pathways and Products

As drawn from left to right below, this Study attempts to identify relevant biomass feedstocks and conversion technologies that can transform biomass feedstocks into products. Some conversion “pathways” are illustrated below.



Pathways can produce different energy and material products. Examples are illustrated below. The “carbon impacts” at the center suggests that the processes, the products, and the product uses can have different levels of GHG emissions and sequestration potentials.



ATTACHMENT 4. Professional Services Contract Template for MRCD

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