



INVESTING IN A FIRE ADAPTED MARIN COUNTY

REQUEST FOR QUALIFICATIONS

FOR

HOME HARDENING SERVICES OF MARIN WILDFIRE PREVENTION AUTHORITY

April 1, 2026

Important Dates:

Qualifications Due Date: April 22, 2026 5:00 PM PST

Award of Agreement: May 13, 2026

Contact:

Kathleen Cutter
Marin Wildfire Prevention Authority
1600 Los Gamos Dr., Suite 345
San Rafael, CA 94903
Phone: (415) 521-8393
Email: kcutter@marinwildfire.org

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SECTION 1. INTRODUCTION

The Draft Master Services Agreement whereby the Selected Respondent will perform its Services is attached as Exhibit A.

1.1 OVERVIEW

Measure C was passed in March 2020 to fund proactive, state-of-the-art wildfire prevention and preparedness efforts in Marin County. A Joint Powers Agreement among 17 member agencies covering most of the County created the Marin Wildfire Prevention Authority (Marin Wildfire) to coordinate fire prevention activities using Measure C funds. Funds are used for fire protection and prevention services, including home hardening measures.

The Marin Wildfire Strategic Goal 3 states that “Marin Wildfire will operate local grant programs to assist residents (first focusing on those with Access and Functional Needs, aid to seniors and/or for financially disadvantaged) in reducing fire risks.”

Marin Wildfire’s objective is to help residents adopt Zone 0 mitigation measures through home hardening action steps to help reduce the threat of wildfire to the home. These steps may include any of the following: replacing ¼” mesh attic, foundation, crawl space vents with ember and flame resistant vents or with ⅛” or 1/16” mesh; enclosing decks up to 4’ from ground level with ⅛” or 1/16” mesh; filling or covering gaps in siding with caulking, fire block, or ⅛” or 1/16” mesh, and or weather-stripping doorways/garage doors; installing metal gutter guards; replacing combustible fence sections or gates with non-combustible materials as necessary and to the extent that funding is available.

Marin Wildfire intends to select multiple respondents through this RFQ. Specific projects will be assigned to selected respondents through Parcel Task Orders as services are required. Depending on the scope of a given Task Order, selected respondents may be required to provide some or all of the services described in this RFQ. Respondents must demonstrate a track record of professional conduct and high-quality customer service when working with residents. The total compensation paid to any selected respondent under this RFQ, and the resulting Master Services Agreement shall not exceed the maximum amount authorized in the Agreement.

The scope and budget of this program will not be finalized until the Marin Wildfire Board of Directors approves the applicable annual Work Plan and Budget. All dates, timelines, and fiscal year references included in this RFQ are preliminary and subject to change, including based on Board approval of the applicable Work Plan and Budget.

1.2 DEFINITIONS OF TERMS

This section contains definitions that are used throughout this RFQ, including appropriate abbreviations as indicated.

“**Addendum/Addenda**” is any and all amendments to this RFQ and any and all responses to written questions regarding this RFQ issued by Marin Wildfire in a written format and incorporated by reference into this RFQ.

“**Board**” is Marin Wildfire’s governing body.

“**Marin Wildfire**” is the Marin Wildfire Prevention Authority.

“**Contractor**” is a Selected Respondent that has executed a Master Services Agreement for this program.

“Contractor List” is the list of parties to be used by Marin Wildfire to notify potential Respondents of the availability of this RFQ and any and all Addenda prepared by Marin Wildfire. It is each Respondent’s sole responsibility to ensure that it has obtained and reviewed all information available in the RFQ and has obtained all Addenda issued by Marin Wildfire.

“Master Services Agreement” or **“MSA”** is the Master Services Agreement, including Appendices, initially in form attached hereto as Exhibit A, to be executed by Marin Wildfire and the Selected Respondents. Each Selected Respondent shall execute a single Master Services Agreement for the provision of the Services.

“Project” is home hardening work assigned to the Contractor under Parcel Task Orders pursuant to the Master Services Agreement.

“Project Manager” is the person authorized by Marin Wildfire to manage or administer the RFQ process and to whom all communications, both written and oral, shall be directed during the RFQ issuance, evaluation and selection process.

“Qualification” is a written response to this RFQ, including all exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFQ.

“Request for Qualifications” or **“RFQ”** is any and all documents comprising this RFQ package, including those documents and attachments hereto and any and all Addendum/Addenda which Marin Wildfire may issue.

“Respondent” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Qualifications in response to this RFQ.

“Parcel Scope of Work” is the specific work to be performed on a particular property, which will be included in a task order associated with the property. A sample Parcel Task Order and Parcel Scope of Work (SoW) are attached as Appendix B to the Master Services Agreement.

“Scope of Services” is all potential Services to be performed, and standards for those Services as outlined in Section 2 of this RFQ.

“Selected Respondent” is a Respondent selected and approved by the Executive Officer to execute a Master Services Agreement related to this RFQ.

“Services” are the specific scope of services assigned under a Task Order, which may include caulking/screening of siding penetrations or gaps, retrofitting or replacement of structure vents, addition of mesh to enclose decks 4’ or less above ground surface and a supportive framework as necessary, and application of weather stripping around crawlspace and other doors, installation of gutter guards, replacing combustible fence sections or gates within 5’ of the sides of a home, as well as acquiring and supplying the materials to complete said services.

“Parcel Task Order” is required before work can be performed at a single address under the Master Services Agreement.

“Home Hardening” is the process of making a home more resistant to wildfire damage by using fire-resistant building materials and implementing other protective measures. It can involve upgrading or retrofitting vulnerable parts of a house such as the roof, gutters, gutter guards, windows, vents, and attached combustible fencing and/or gates—to better withstand heat, flames, and embers, thereby increasing the home’s chance of survival in a wildfire

“Zone 0” is defined as zero to five (0-5) feet from the sides of structures and attached decks.

“Zone 1” is defined as five to thirty (5-30) feet from the sides of structures and attached decks.

1.3 SCHEDULE

The following schedule reflects anticipated milestones and is subject to change.

Marin Wildfire Issues Informal RFQ	April 2, 2026
Deadline for Submittal of RFQ Questions	April 8, 2026
Response to RFQ Questions	April 10, 2026
Qualifications Submittal Deadline	April 22, 2026 at 5:00 PM PST
Review, evaluate, and rate submitted qualifications; conduct interviews at Marin Wildfire’s discretion to further assess respondents	April 30 to May 9, 2026
Negotiate and agree to final contract terms	April 30 to May 9, 2026
Execute Agreement	May 13, 2026

Marin Wildfire reserves the right to modify this schedule at any time at its sole discretion.

SECTION 2. SCOPE OF SERVICES

Marin Wildfire seeks to enter into Master Services Agreements with multiple contractors that can perform some or all the services described below.

2.1 HOME HARDENING OF RESIDENCES

Contractors will indicate which of the following home hardening measures they are qualified and able to perform: vent retrofits, enclose decks with 1/8” or 1/16” mesh with additional supports as necessary, fill structure siding gaps/holes with appropriate caulking material or 1/8” or 1/16” mesh, applying weather stripping to crawl space and other doors, install metal gutter guards, replace combustible fencing/gates within 5’ of the home or structure and other work as specified in the Scope of Work outlined in the Parcel Task Order. Contractors, as part of the included service, will be required to remove all excess materials and debris from work site(s) including but not limited to caulking, mesh, building and supply scraps. Additionally, the Contractor will be required to communicate with homeowner or have MWPA staff communicate if work will not be completed in a single day and will require a crew to return at a later date.

The Parcel Scope of Work, prepared by Marin Wildfire staff in coordination with fire inspectors, will vary in size and scope depending on the needs of each parcel and available funding. A sample Parcel Task Order and parcel Scope of Work template

is included in the Master Services Agreement in Exhibit A.

Marin Wildfire staff will ensure residents have agreed to their Parcel Task Order and signed all required paperwork (including a right of entry) before providing selected contractors with a list of addresses for the parcels where the work will occur, clustered geographically as much as possible to ensure efficiency. Any scheduling conditions or unavailable days and times will be noted in the Parcel Task Order. Marin Wildfire staff will meet Contractors and residents at the start of each new Parcel Task Order to ensure a common understanding of the Parcel Scope of Work for each parcel. All selected Contractors and their staff shall conduct themselves in a courteous and professional manner, as they will be working around private homes and interacting with residents in association with Marin Wildfire.

Upon completion of the Parcel Task Order, Contractors shall document and submit to Marin Wildfire's program manager email kcutter@marinwildfire.org the work performed by providing a line item invoice that includes material and hourly labor costs. Noncompliance with the required documentation may delay payment. Marin Wildfire staff will work with the Selected Respondent to determine a suitable electronic documentation system following contract execution.

SECTION 3. MASTER SERVICES AGREEMENT AND RELATED MATTERS

This RFQ and attached form of Master Services Agreement define Marin Wildfire's basic requirements and serve as the basis for submission of all Qualifications in response to this RFQ.

3.1 MASTER SERVICES AGREEMENT

Marin Wildfire expects Selected Respondents to execute the attached form of Master Services Agreement with only such changes as Marin Wildfire may approve in its sole discretion. Respondents shall indicate any objections or requested changes to the form of Master Services Agreement in their Qualifications.

Each Respondent shall sign the Acceptance of Form of Master Services Agreement ("**Acceptance**") in the form attached hereto as Exhibit B. Any requested modifications to the form of Master Services Agreement must be indicated by checking the appropriate box in Exhibit B and attaching the addendum referenced therein clearly identifying Respondent's proposed modifications. Respondents' proposed modifications to the form of Master Services Agreement must be made in a "Strikeout" or "Underline" format.

3.2 MARIN WILDFIRE'S RIGHT TO AMEND

Marin Wildfire reserves the right to make modifications or additions to the form of Master Services Agreement attached as Exhibit A to this RFQ, as Marin Wildfire may elect in its sole discretion prior to execution and thereafter as otherwise permitted by the Master Services Agreement. Following execution, any additional modification or additions shall require the mutual consent of Marin Wildfire and the Selected Respondent.

3.3 SELECTED RESPONDENT'S REFUSAL TO EXECUTE

If the Selected Respondent refuses to execute the form of Master Services Agreement in substantially the form attached as Exhibit A to this RFQ, as modified by its Qualifications and approved by Marin Wildfire, Marin Wildfire may begin negotiations with the Respondent whose Qualifications is determined to be the best alternative Qualifications, determine that no such alternative exists, or exercise any other available right.

SECTION 4. QUALIFICATIONS PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive timely responses, and to be included on the Contractor List for any Addendum or Addenda issued by Marin Wildfire, potential Respondents must follow the guidelines specified in this section. Only information supplied by Marin Wildfire in writing through this RFQ and any Addendum or Addenda may be used as the basis for preparation of

Respondents' Qualifications. The standard format for Qualifications submissions is described in Section 5.

4.1 CONTRACTOR LIST

Marin Wildfire's Contractor List will be used for the distribution of any and all notices issued by Marin Wildfire related to this RFQ. However, it remains Respondent's sole responsibility to ensure that Respondent has obtained all Addenda.

4.2 DEADLINE FOR SUBMITTAL OF WRITTEN QUESTIONS

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFQ. Written questions shall be submitted by email to kcutter@marinwildfire.org, by the above-specified date. All written questions that are deemed relevant and not duplicative of information already contained in the RFQ and that are received by the above date will be addressed by Marin Wildfire in a written response. The identity of the person/organization submitting the questions will not be revealed by Marin Wildfire.

4.3 ADDENDUM/ADDENDA TO THIS RFQ

Marin Wildfire reserves the right to interpret or modify any provisions of this RFQ at any time. Any such amendments shall be issued as written Addenda to this RFQ.

Additionally, Marin Wildfire may prepare answers, in the form of an Addendum to this RFQ, to questions addressed by Marin Wildfire and as Marin Wildfire otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFQ will be posted on Marin Wildfire's website. Courtesy notification will be sent to all parties whose names are on the respondent List. Any Addendum issued by Marin Wildfire may also be obtained in person from the office of the Project Manager. It is the sole responsibility of Respondent to ensure that it obtains all Addenda and acknowledges receipt of all Addenda in its Qualifications.

4.4 ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

Each Respondent is responsible for inquiring as to the Addendum or Addenda issued by Marin Wildfire. All Addenda shall become part of this RFQ, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign the Acknowledgment of Addendum Form ("**Acknowledgment**") attached to this RFQ as Exhibit D, and return the Acknowledgment Form with their Qualifications Form. Failure to return the Acknowledgment Form shall constitute a presumption of withdrawal from the qualification process.

SECTION 5. QUALIFICATIONS PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFQ and attached form of Master Services Agreement define Marin Wildfire's basic requirements and serve as the basis for submission of all Qualifications in response to this RFQ.

5.1 QUALIFICATIONS FORMAT

The qualifications shall contain the following information.

5.1.1 Section 1 – Project Organization

Name of firm and subcontractors (if applicable), address, telephone number(s), email, name of responsible corporate officer(s).

5.1.2 Section 2 – Qualifications

Demonstrate qualifications by detailing the Respondent’s experience in home hardening measure(s) as well as other applicable program requirements.

Include:

- California State License number and expiration date
- Any relevant certifications obtained by your company or crew
- Verification of completion of Fire Safe Marin’s Home Hardening course or commitment to take it within three (3) to six (6) months of RFQ selection
- Briefly describe the method that will be used for quality assurance/quality control, and list key or potential issues or risks you may deem critical to this type of work.
- Years of experience
- Number of crew members available each day
- Geographic areas your business covers
- Equipment (and qualified operators)
- Technical ability and equipment to video call on site progress/questions

5.1.3 Section 3 – References

Respondent shall provide references for **at least three** (3) previous clients (residents and/or organizations or agencies) that solicited services similar to those described in this RFQ. Include a contact person, telephone and email address. Specify the approximate date(s) of service and the nature of the work completed.

5.1.4 Section 4 – Pricing Proposal

The Pricing Proposal shall comply with the following requirements:

- 5.1.4.1 PRICING PROPOSAL.** A not-to-exceed dollar amount for all basic services required under the MSA, based on the parameters set forth in this RFQ and the MSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
- 5.1.4.2 DAILY RATE.** A flat daily rate for each service class.
- 5.1.4.3 HALF DAY RATE:** Include a half day rate for each class of services.
- 5.1.4.4 HOURLY RATE:** Include an hourly rate that will be used if crews work less than a half day, or in between a half and full day.
- 5.1.4.5** Respondents must propose at least one class of services and specify associated day, half-day and add-on rates.

Types of Services	Description of Services	Equipment Materials/Supplies	Crew Size	Not to Exceed Day Rate	Not to Exceed Half-Day Rate	Hourly Add On Rate
Vents / Deck Enclosures	Measuring, ordering installing 1/8" or 1/16" mesh for soffit, attic, foundation and crawl space vents and gaps in siding requiring mesh as well as enclosing decks to 4' from grade (include supports for mesh as	1/8" or 1/16" mesh, fire and ember resistant vents, caulking material		\$	\$	\$

	required),					
Gutter Guards	Measurement, material acquisition, and installation of metal gutter guards	Means to access gutters (interior and exterior ladders)		\$	\$	\$
Fencing	Measurement, material acquisition for replacement and installation/fabrication of non-combustible fence within 5' of home	Non-combustible fence/gate, non-combustible support, cement and materials to cut, construct, build a level fence and smoothly functioning gate if required		\$	\$	\$
Reimbursable Expenses	Mesh, gutter guards, fencing posts, wire, cement, fixtures					

5.1.4.6 REIMBURSABLE EXPENSES. All reimbursable expenses must be included in the not-to-exceed rates proposed in 5.1.4.1.

5.1.4.7 OVERTIME. Overtime must be included in the not-to-exceed rates proposed in 5.1.4.1.

5.1.4.8 TRAVEL. Travel time must be included in the not-to-exceed rates proposed in 5.1.4.1.

5.1.4.9 SIGNATURE. The handwritten signature of the Respondent.

5.1.5 Section 5 – Prior Litigation / Claims

Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

5.1.6 Section 6 – Discretionary Supplemental Materials

Respondent may include in its Qualifications submittal, on a discretionary basis, other materials that it believes may improve the quality of its Qualifications. Respondent must include an explanation of the relevancy of the other materials to the Qualifications. Marketing brochures (if applicable to the specific Services for this Project) may be provided as a separate submittal.

5.1.7 Section 7 – Miscellaneous Procedures

Each copy of the transmittal letter and Acceptance must contain an original signature. Qualifications submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Qualifications submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation.

Two signatures are required for corporations, as follows: the signature of the president, the chair of the Board or any vice president and the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.

Marin Wildfire may interview any or all of the references provided by Respondent. Submittal of a Qualifications

constitutes Respondent's consent for Marin Wildfire to conduct reference checks and reasonable investigation of all information provided by Respondent.

All Qualifications and accompanying documentation submitted by Respondents become the property of Marin Wildfire and, except as otherwise provided in this RFQ, will not be returned.

5.1.8 Section 8 – Proposed Changes to Master Services Agreement (MSA)

Respondent shall provide any proposed changes to the MSA as found in Exhibit A to this RFQ. Marin Wildfire will consider only those proposed changes as written in Section 9 of the signed qualifications. The breadth and depth of proposed changes will be considered as part of the evaluation criteria.

5.2 QUALIFICATIONS SUBMITTAL

5.2.1 Qualifications Due Date

Respondents must submit one (1) Qualifications consisting of a single PDF document, including all attachments, each with original signatures. The PDF document must be titled "Qualifications for Home Hardening- [add respondent's business name]."

Qualifications must be received by Marin Wildfire Staff before the hour of 5:00 PM PST on April 22,

2026.

5.2.2 Qualifications Delivery

Qualifications shall be submitted via email to kcutter@marinwildfire.org. If the file(s) are too large for an email, create a Google Drive folder for the qualifications and all its attachments and send a link via email.

Qualifications may not be amended after submission.

5.2.3 Qualifications Submission

5.2.3.1 It is the sole responsibility of the Respondent to see that the qualifications is received in proper time.

5.2.3.2 Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Qualifications, and to the conditions affecting the award of contract.

5.2.3.3 If more than one Qualifications is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Qualifications shall be rejected.

5.2.3.4 All Respondents are hereby notified that any collusive Agreement fixing prices so as to control or affect the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.

5.2.3.5 Proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission.

5.3 QUALIFICATIONS WITHDRAWAL

Any Respondent to this RFQ may withdraw a Qualifications by written notice delivered by email to kcutter@marinwildfire.org prior to the due date and time specified in Section 5.2.1 for receipt of Qualifications. Another Qualifications may be submitted prior to the deadline. A Qualifications may not be changed after the designated deadline for submission of Qualifications.

5.4 IRREGULAR QUALIFICATIONS

A Qualifications may be rejected if it shows any alteration of form, additions not called for, conditional Qualifications, incomplete Qualifications, erasures, or irregularities of any kind.

5.5 MARIN WILDFIRE'S RIGHT TO REJECT OR TERMINATE RFQ

Marin Wildfire expressly reserves the right to further consider, accept or reject any or all Qualifications submitted in response to this RFQ; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFQ, or to request new Qualifications or pursue any other means for obtaining the services contemplated by this RFQ and/or the Master Services Agreement.

SECTION 6. QUALIFICATIONS EVALUATION AND SELECTION PROCESS

6.1 SELECTION COMMITTEE

Marin Wildfire will appoint a Selection Committee to review and evaluate all Qualifications; contact Respondents as required; request a Respondent to modify its proposed changes to the Master Services Agreement; and make recommendations regarding the selection of Selected Respondents. The Selection Committee may consist of Marin Wildfire staff and others designated by Marin Wildfire.

Marin Wildfire reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements provided that all of the otherwise responsive Qualifications fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect this RFQ and selection process.

Marin Wildfire reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFQ, to waive any defects as to form or content of this RFQ, or to reject any or all Qualifications.

6.2 EVALUATION PROCESS

Qualifications will be evaluated on a comparative and competitive basis, based upon the RFQ's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, and the offered price. Specific evaluation criteria will include:

- The demonstration of customer satisfaction for similar services.
- The demonstration of understanding regarding program objectives and challenges (questions are encouraged throughout the "submittal of questions" period).
- The ability, capacity, and skill of the Respondent to perform the Master Services Agreement and perform the Services.
- The type of Services needed by Marin Wildfire considering the nature of the project and budgetary issues.
- The years, number and types of projects the Respondent has previously worked on.
- The ability of the Respondent to effectuate the Services within the time specified, without delay.
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent.
- Whether the Respondent has satisfactorily performed the full range of Services required by this Project on other projects.
- Any other factor reasonably related to the objectives of this RFQ, as determined by Marin Wildfire in its sole discretion.

During the evaluation process the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. Qualifications will not be ranked based solely on cost.

The Selection Committee shall make its decision based on committee members' analysis and assessment of each Qualification's positive, neutral, and negative attributes.

The process, procedures and evaluation criteria used by Marin Wildfire staff and the Selection Committee in developing and issuing this RFQ and evaluating the Qualifications received for purposes of making a recommendation to the Executive Officer shall be determined in the sole discretion of Marin Wildfire. Respondents shall have no rights whatsoever regarding the processes and procedures used by Marin Wildfire relating to this RFQ or the manner in which a Respondent is selected by either the Selection Committee or the Executive Officer, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

Marin Wildfire reserves the right to conduct its own due diligence of the Respondents prior to selection of Selected Respondents including, without limitation, reference checks.

6.3 Interviews

Marin Wildfire, in its sole discretion, may prepare a short list of Respondents for interviews. Respondents who are invited to attend an interview will be notified in writing. Only the actual personnel who will be responsible for the Services shall attend the interview.

If requested by Marin Wildfire, qualified Respondents may be required to present their Qualifications to the Selection Committee and submit to oral questions.

The Project Manager or other applicable Marin Wildfire personnel will schedule the interviews between April 30 and May 9, 2026, at Marin Wildfire's offices, or at such other time and/or location indicated by Marin Wildfire. The interviews shall be solely for the benefit of Marin Wildfire and shall not be open to the public or to other Respondents.

6.4 Selection Process

Based on the results of the evaluation process, Marin Wildfire staff will recommend one or more Respondents to Marin Wildfire's Executive Officer. Marin Wildfire staff will identify the Selected Respondent(s) to be recommended to the Executive Officer and will use reasonable efforts to deliver notice to each Respondent who submitted Qualifications no later than the business day after posting, although any delay or failure to do so will not extend the Qualifications protest period described below.

The Executive Officer, in their sole discretion, may either approve, reject, or approve or reject with conditions, Marin Wildfire staff's recommendations. Marin Wildfire reserves the right to modify the Qualifications criteria outlined in this RFQ.

Respondents to this RFQ shall not contact elected officials, Marin Wildfire staff or members of the Selection Committee regarding the selection process. Efforts to lobby or influence individuals involved in this selection process may, at Marin Wildfire's sole discretion, result in dismissal from further consideration.

6.5 RIGHT TO PROTEST

6.5.1 Protesting Party. Only Respondents who have submitted timely Qualifications can initiate a protest action or appeal.

6.5.2 Protest Procedures. The following steps must be followed to consider a protest:

- The protest must be in writing and delivered in person or by certified mail. Once received, it will be date stamped by Marin Wildfire staff.
- The protest must be filed within three (3) business days after the Marin Wildfire announces its selection, but before the contract is awarded.
- Copies of the protest and all supporting documentation must be concurrently transmitted to all other parties with a direct financial interest that may be adversely impacted by the outcome of the protest. Such parties

shall include all bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- The protested bidder may submit a written response to the protest, provided the response is received within two (2) business days of receiving the bid protest.
- The protesting party must bear all its own costs and fees in conjunction with the protest and appeal processes.

6.5.3 Protest Filing. The written protest shall:

- Include the name, street address, business phone number and email address of the protester.
- Identify this RFQ by name.
- Contain a complete statement of the grounds for protest.
- Refer to the specific portion or portions of the RFQ upon which the protest is based.
- Include all supporting documentation.

6.5.4 Protest Review Prior to Award. The Executive Officer or his designee will withhold contract award pending disposition of the protest unless it is determined that an emergency exists. Upon review with the Marin Wildfire General Counsel and staff, the Executive Officer or his designee will issue a determination and respond in writing to the material issues raised in the protest no later than ten (10) business days after receipt of the protest.

6.5.5 Right of Appeal. Following issuance of the response to the protest, the protestor may appeal the initial determination to the Executive Officer in writing within three (3) business days after notification of the decision. The Board will review the submitted information and render a final decision.

6.6 POST APPROVAL PROCEDURES

The Master Services Agreement will be finalized promptly following Executive Officer approval of a final Respondent. If the approved Respondent fails or refuses to sign a Master Services Agreement acceptable to Marin Wildfire, Marin Wildfire reserves the right to finalize a Master Services Agreement with another qualified Respondent without undertaking a new RFQ process, or exercise any other available right. The time for awarding the contract may be extended by Marin Wildfire.

SECTION 7. CONDITIONS GOVERNING THIS RFQ

7.1 CONFIDENTIALITY

Marin Wildfire has made a determination in accordance with Government Code Section 7922.000 that all Qualifications submitted in response to this RFQ shall not be made public by Marin Wildfire until after Marin Wildfire has executed a Master Services Agreement with the Selected Respondents. In the event a Respondent wishes to claim portions of its Qualifications exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, any determination regarding disclosure shall be made by Marin Wildfire in accordance with applicable laws

Marin Wildfire shall notify Respondent of any materials or information that Marin Wildfire does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Qualifications.

- withdraw such information from its Qualifications; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Qualifications in order to facilitate eventual public inspection of the non-confidential portion of the Qualifications. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

7.2 INSURANCE

Respondent must demonstrate and maintain insurance coverage at least as broad as the requirements set forth in Appendix C to the Master Services Agreement.

7.3 APPLICABLE LAWS/MISCELLANEOUS

Respondents are required to sign and submit the Authorization (Exhibit C), stating their Agreement to comply with the following terms and conditions of this RFQ:

- The Selected Respondents shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- The Selected Respondents shall comply with the laws of the State of California requiring employers to insure against liability for Workers Compensation while performing Services for this Project.
- All Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, Marin Wildfire, and municipal entities, relating to the Project.
- The Selected Respondents must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Master Services Agreement. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the Marin Wildfire's Management Analyst and may be obtained from the California Department of Industrial Relations website and are deemed included in the RFQ. Upon request, Marin Wildfire will make available copies to any interested party. Also, the Selected Respondents shall post the applicable prevailing wage rates at the Site. *This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.*
- This RFQ and any resultant Master Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Marin and the State of California.
- All data and information provided by Marin Wildfire or referred to in this RFQ is furnished for the convenience of interested parties in preparing a Qualifications. Each Respondent shall defend, indemnify and hold harmless Marin Wildfire from all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFQ. Marin Wildfire expressly disclaims all liability for representation or warranties, express or implied, contained in the RFQ or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

LIST OF ATTACHMENTS

Exhibit A Form of Master Services Agreement with Parcel Task Order Template
 Appendix A Scope of Services
 Appendix B Parcel Task Order Template
 Appendix C Insurance Requirements
 Appendix D Rate Schedule
 Exhibit B Acceptance of Form of Master Services Agreement

Exhibit C Qualifications Authorization
Exhibit D Acknowledgment of Addendum

FORM OF MASTER SERVICES AGREEMENT

MSA #: _____

**MASTER SERVICES AGREEMENT FOR
MARIN WILDFIRE'S HOME HARDENING SERVICES BETWEEN
MARIN WILDFIRE PREVENTION AUTHORITY AND**

This Master Services Agreement (the "**Agreement**") is by and between the Marin Wildfire Prevention Authority ("**Marin Wildfire**") and _____ a California _____ licensed to do business in California, ("**Contractor**") relating Home Hardening Services ("**Services**") and is effective on the date it is fully executed by both Parties (the "Effective Date").

Recitals

WHEREAS, Marin Wildfire wishes to retain Contractor to work on home hardening project(s) for Marin Wildfire Programs as determined by Marin Wildfire, for Marin Wildfire's Program and Contractor desires to be retained by Marin Wildfire to perform such services for such project(s) subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor was selected by means of Marin Wildfire's Contractor selection process, and represents that they possess all necessary training, licenses and permits, including Fire Safe Marin's Contractors course and/or commitment to take it to perform the services required by Marin Wildfire as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience and expertise in performing services of like nature and complexity working on similar, successfully completed projects;

NOW, THEREFORE, Marin Wildfire and Contractor in consideration of the mutual covenants herein set forth agree as follows:

AGREEMENT

1. Services

1.1 Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in the Scope of Services appended hereto as Appendix A; and Parcel Task Order(s) assigned to Contractor under this Agreement, in the form set forth in Appendix B. Each of these documents is incorporated herein and made a part hereof as though fully set forth herein.

1.2 No work shall be performed under this Agreement except to the extent Contractor receives a Parcel Task Order from Marin Wildfire's Project Manager. Contractor will have three (3) business days to accept and sign or refuse the Parcel Task Order issued against this Agreement. Upon acceptance, Contractor shall commence performance and shall complete all required services no later than the dates set forth in the approved Parcel Task Order. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such Parcel Task Order.

2. Term of Agreement

2.1 This Agreement shall commence as of the Effective Date and, unless sooner terminated as set forth herein, will continue until the later of (a) one (1) year after the Effective Date or (b) the completion

and acceptance of all Services under all effective Parcel Task Orders ("Term"). The Marin Wildfire shall have the right to terminate this Agreement or any Parcel Task Order for any reason, at any time by giving written notice. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources. In the event of termination for any reason other than the fault of the Contractor, the Contractor shall be compensated for Services actually rendered and accepted under this Agreement or any Parcel Task Order.

2.2 This Agreement may be extended for up to one (1) additional year by mutual Agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. Such extension shall be agreed to by the Marin Wildfire Executive Officer.

3. Compensation

3.1 Marin Wildfire shall pay Contractor compensation for Services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable Parcel Task Order based on the rate schedule listed in Appendix D of this Agreement. The scope of work and specific costs will be expressly identified on the Parcel Task Order for each specific project. The payment specified on the Parcel Task Order shall be the only payment made to Contractor for services rendered pursuant to the specific engagement.

3.2 Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the total Maximum Costs identified in Paragraph 4 of this Agreement. The Contractor shall only be paid for services performed under this Agreement to the extent authorized by written Parcel Task Order. No overhead or other expenses can be recovered for interim periods when the Contractor's services are not utilized by Marin Wildfire. Invoices for amounts in excess of each Parcel Task Order shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by Marin Wildfire's Project Manager and a written Parcel Task Order amendment having been executed.

3.3 Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by Contractor to Marin Wildfire, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of Marin Wildfire including, without limitation, Contractor's transmittal of all deliverables to Marin Wildfire required by each Parcel Task Order.

3.4 All amounts paid by Marin Wildfire to Contractor shall be subject to audit by Marin Wildfire.

3.5 Marin Wildfire may set off against payments due Contractor under this Agreement any sums that Marin Wildfire determines that Contractor owes to Marin Wildfire because of their errors, omissions, breaches of this Agreement, delays or other acts that caused Marin Wildfire monetary damages.

4. Maximum Costs

4.1 Total compensation paid to Contractor by Marin Wildfire hereunder shall not exceed \$199,999. All costs must be approved by Marin Wildfire for payment to the Contractor pursuant to the terms of this Agreement and the Parcel Task Order for each specific project.

5. Qualified Personnel

5.1 For purposes of this Agreement, except for notices specified under Paragraph 16 below, Marin Wildfire and Contractor shall direct all communications to each other as follows:

Marin Wildfire Project Manager:

Kathleen Cutter
Marin Wildfire Prevention Authority
1600 Los Gamos Dr.,

Suite 345
San Rafael, CA 94903
Phone: (415) 521-8393
Email: kcutter@marinwildfire.org

Contractor:

Contact Name
Contact Title
Full Address
Phone Number
Email Address

5.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Contractor. Contractor shall conform with Marin Wildfire's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Marin Wildfire's request, shall be supervised by Contractor.

6. Representations

6.1 Contractor represents that it has reviewed the RFQ and that in its professional judgment the Services to be performed under this Agreement can be performed for the fees included in Contractor's Qualifications and within the times specified for each individual Project.

6.2 Contractor represents that it is qualified to perform the Services and it possesses and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Contractor also represents that it has knowledge of, and will comply with, all applicable laws, regulations and ordinances.

6.3 Contractor represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing services of like nature and complexity of the Services working on similar, successfully completed projects.

6.4 The granting of any progress payment by Marin Wildfire, or the receipt thereof by Contractor, or any inspection, review, approval or oral statement by any representative of Marin Wildfire or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 6 or lessen the liability of Contractor for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

7. Indemnification and General Liability

7.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify, and hold harmless Marin Wildfire, its officers, Marin Wildfire's Board, directors, officials, agents, employees, and volunteers (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Contractor or its Sub Contractors) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Contractor, any Sub Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

8. Liability of Marin Wildfire

- 8.1 Unless specifically provided in the Parcel Task Order(s), Marin Wildfire's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3 and 4 of this Agreement.
- 8.2 Notwithstanding any other provision of this Agreement, in no event shall Marin Wildfire be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project assigned under the Parcel Task Order(s).
- 8.3 Marin Wildfire shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Marin Wildfire. The acceptance or use of such equipment by Contractor or any of its employees shall be construed to mean that Contractor accepts full responsibility for and shall exonerate, indemnify, defend and save harmless Marin Wildfire from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Contractor, its employees, Marin Wildfire employees or third parties, or to property belonging to any of the above.
- 8.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which Marin Wildfire or Contractor may have under this Agreement or any applicable law. All rights and remedies of Marin Wildfire or Contractor, whether under this Agreement or other applicable law, shall be cumulative.

9. Independent Contractor; Payment of Taxes and Other Expenses

- 9.1 Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required by the terms of this Agreement and the Parcel Task Order(s). Contractor shall be fully liable for the acts and omissions of itself, their Subcontractors, employees and agents.
- 9.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between Marin Wildfire and Contractor. Contractor acknowledges that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be Marin Wildfire employees, and shall not be entitled to receive any benefits conferred on Marin Wildfire employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 9.3 Contractor shall be solely responsible for payment of any required taxes, including California sales and use taxes, business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the Task Order(s), the transaction, or the Services delivered pursuant hereto.
- 9.4 Contractor shall make its designated representative available as much as reasonably possible to Marin Wildfire staff during the Marin Wildfire's normal working hours or as otherwise requested by Marin Wildfire. Terms in this Agreement referring to direction from Marin Wildfire shall be construed as providing for direction as to policy and the result of Contractor's Services only and not as to the means by which such a result is obtained.

10. Insurance

- 10.1 As part of the signed qualifications, Contractor shall furnish to Marin Wildfire Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Agreement as set forth in Appendix C, Insurance, which is attached and made a part of this Agreement. Contractor shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix C.

11. Suspension of Services

11.1 Marin Wildfire may, without cause, order Contractor to suspend, delay or interrupt Services pursuant to this Agreement and the Parcel Task Order(s), in whole or in part, for such periods of time as Marin Wildfire may determine in its sole discretion. Marin Wildfire shall deliver to Contractor written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Contractor shall be compensated for such delay to the extent provided under this Agreement.

11.2 Notwithstanding anything to the contrary contained in this Paragraph 11, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Contractor is responsible.

12. Termination of Agreement for Cause

12.1 If at any time Marin Wildfire believes Contractor may not be adequately performing their obligations under this Agreement and the Parcel Task Order(s), that Contractor may fail to complete the Services as required by this Agreement and the Parcel Task Order(s), or that Marin Wildfire has provided written notice of observed deficiencies in Contractor's performance, Marin Wildfire may request from Contractor prompt written assurances of performance and a written plan, acceptable to Marin Wildfire, to correct the observed deficiencies in Contractor's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subcontractor commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Contractor shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Contractor acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

12.2 Contractor shall be in default of this Agreement and Marin Wildfire may, in addition to any other legal or equitable remedies available to Marin Wildfire, terminate Contractor's right to proceed under the Agreement, in whole or in part, for cause:

- a. Should Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of the properties of Contractor, or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
- b. Should Contractor commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from Marin Wildfire to Contractor demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail themselves of this time period in excess of ten (10) calendar days, Contractor must provide Marin Wildfire within the ten (10) calendar day period a written Cure Plan acceptable to Marin Wildfire to cure said breach, and then Contractor must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Contractor violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services associated with the Parcel Task Order(s) and does not cure such violation within ten (10) calendar days of the date of the notice from Marin Wildfire to Contractor demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail themselves of this time period in excess of ten (10) calendar days, Contractor must provide Marin Wildfire within the ten (10) calendar day period a written Cure Plan acceptable to Marin Wildfire to cure said breach, and then Contractor must diligently commence and continue such cure according to the written

Cure Plan.)

12.3 In the event of termination by Marin Wildfire as provided herein for cause:

- a. Marin Wildfire shall compensate Contractor for the value of the Services delivered to Marin Wildfire upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but Marin Wildfire shall not compensate Contractor for its costs in terminating the Services or any cancellation charges owed to third parties.
- b. Contractor shall deliver to Marin Wildfire possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, specifications and contracts with vendors and Sub Contractors, and all other documentation associated with a Project and the Parcel Task Order(s), and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. Contractor shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that Marin Wildfire may have to claim and recover damages for any breach of this Agreement, but rather, Contractor shall compensate Marin Wildfire for all loss, cost, damage, expense, and/or liability suffered by Marin Wildfire as a result of such termination and failure to comply with the Agreement, including without limitation Marin Wildfire's costs incurred in connection with finding a replacement.

12.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 13 below, and Contractor shall have no greater rights than they would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13. Termination of Agreement for Convenience

13.1 Marin Wildfire may terminate performance of the Services under the Agreement in accordance with this Paragraph 13 in whole, or from time to time in part, whenever Marin Wildfire shall determine that termination is in the Marin Wildfire's best interests. Termination shall be affected by Marin Wildfire delivering to Contractor, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.

13.2 After receipt of a Notice of Termination, and except as otherwise directed by Marin Wildfire, Contractor shall:

- a. Stop Services under the Agreement and the Parcel Task Order(s) on the date and to the extent specified in the Notice of Termination.
- b. Place no further orders or subcontracts for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement or Parcel Task Order(s) which is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination.
- d. Assign to Marin Wildfire in the manner, at times, and to the extent directed by Marin Wildfire, all right, title, and interest of Contractor under orders and subcontracts so terminated. Marin Wildfire shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts.

- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Marin Wildfire to the extent Marin Wildfire may require. Marin Wildfire's approval or ratification shall be final for purposes of this clause.
- f. Transfer title and possession of Contractor's and their Sub Contractors' work product to Marin Wildfire, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by Marin Wildfire, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; Marin Wildfire acknowledges that said documents were prepared for the purpose of the Project.
- g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- h. Take such action as may be necessary, or as Marin Wildfire may direct, for the protection and preservation of property related to this Agreement which is in Contractor's possession and in which Marin Wildfire has or may acquire an interest.

13.3 After receiving a Notice of Termination, Contractor shall submit to Marin Wildfire a termination claim, in the form and with the certification Marin Wildfire prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by Marin Wildfire upon Contractor's written request made within such three-month period or authorized extension. However, if Marin Wildfire determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Contractor fails to submit the termination claim within the time allowed, Marin Wildfire may determine, on basis of information available to it, the amount, if any, due to Contractor because of the termination. Marin Wildfire shall then pay to Contractor the amount so determined.

13.4 Subject to provisions of Paragraph 13.3 above, Contractor and Marin Wildfire may agree upon the whole or part of the amount or amounts to be paid to Contractor because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Parcel Task Order price as reduced by the number of payments otherwise made and as further reduced by the Parcel Task Order price of Services terminated. The Parcel Task Order may be amended accordingly, and Contractor shall be paid the agreed amount.

13.5 If Contractor and Marin Wildfire fail, under Paragraph 13.4 above, to agree on the whole amount to be paid to Contractor because of termination of Services under this Paragraph 13.5, then Contractor's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:

- a. Reasonable value of Contractor's Services performed prior to Notice of Termination, based on Contractor's entitlement to compensation under the Parcel Task Order(s). Such amount or amounts shall not exceed the total Parcel Task Order price as reduced by the number of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Contractor, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not more than ten (10) percent of Contractor's total costs of performing the Services.
- b. When, in opinion of Marin Wildfire, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Contractor's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

- c. Reasonable cost to Contractor of handling material returned to vendors, delivered to Marin Wildfire or otherwise disposed of as directed by Marin Wildfire.
- 13.6 Except as provided in this Agreement, in no event shall Marin Wildfire be liable for costs incurred by Contractor (or Subcontractors) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or qualifications, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 13.5 above.
- 13.7 This Paragraph shall not prohibit Contractor from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 13.2 above or costs authorized by Marin Wildfire to settle claims from Subcontractors.
- 13.8 In arriving at amounts due Contractor under this Paragraph 13, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Contractor, applicable to the terminated portion of the Task Order(s),
 - b. Any substantiated claim that Marin Wildfire may have against Contractor in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under the provisions of this Paragraph 13 and not otherwise recovered by or credited to Marin Wildfire.
- 13.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Contractor may file with Marin Wildfire a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. Marin Wildfire may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of Marin Wildfire and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit Marin Wildfire's rights and remedies pursuant to this Agreement or at law.

14. Conflicts of Interest/Other Agreements

- 14.1 Contractor represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California and that it does not know of any facts that constitute a violation of those sections.
- 14.2 Contractor represents that it has completely disclosed to Marin Wildfire all facts bearing upon any possible interests, direct or indirect, which Contractor believes any member of Marin Wildfire, or other officer, agent or employee of Marin Wildfire or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by Marin Wildfire for cause. Contractor shall comply with the Marin Wildfire's conflict of interest codes and their reporting requirements.
- 14.3 Contractor covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Contractor represents to and agrees with the Marin Wildfire that Contractor has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the Marin Wildfire the Services hereunder and any interest Contractor may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the Marin Wildfire, as determined in the reasonable judgment of the Marin Wildfire.

15. Proprietary or Confidential Information of Marin Wildfire; Publicity

- 15.1 Contractor acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by Marin Wildfire and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Marin Wildfire. Contractor agrees that all private, confidential, or proprietary information disclosed by Marin Wildfire to or discovered by Contractor in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data and shall not accept employment adverse to the Marin Wildfire's interests where such confidential information could be used adversely to the Marin Wildfire's interests. Contractor shall notify the Marin Wildfire immediately in writing if it is requested to disclose any information made known to or discovered by Contractor during the performance of or in connection with the Services pursuant to this Agreement.
- 15.2 Any publicity or press releases with respect to the Project or Services shall be under the Marin Wildfire's sole discretion and control. Contractor shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Marin Wildfire's prior written consent. Contractor shall have the right, however, without Marin Wildfire's further consent, to communicate with persons or public bodies where necessary to perform under this Agreement.
- 15.3 The provisions of this Paragraph 15 shall remain fully effective indefinitely after termination of Services to the Marin Wildfire hereunder.

16. Notices to the Parties

- 16.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 16.2 Notice shall be sufficiently given for all purposes as follows:
- a. When personally delivered to the recipient, notice is effective on delivery.
 - b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 16.
- 16.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,
- 16.4 Addresses for the purpose of giving notice are set forth in Paragraph 5.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 16.

17. Record Keeping and Audit Requirements

- 17.1 Contractor shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Contractor shall maintain a complete and current set of all books and records relating to the performance of the Project. Marin Wildfire shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Contractor relating to the work contemplated by this Agreement. Within 90 calendar days after Final Completion, Contractor shall deliver to Marin Wildfire those records necessary for Marin Wildfire to perform a financial audit of the Project ("Final Audit").
- 17.2 Invoice and progress/final reports and all required audit reports shall be submitted to Marin Wildfire in a timely manner.
- 17.3 Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Contractor's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project and shall be subject to examination and/or audit by Marin Wildfire or designees, state government auditors or designees.
- 17.4 Make such books, records, supporting documentations, and other evidence available to Marin Wildfire or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Contractor agrees to include a similar right of Marin Wildfire to audit records and interview staff in any subcontract related to the performance of this Contract.

18. Subcontracting/Assignment/Marin Wildfire Employees

- 18.1 Contractor and Marin Wildfire agree that Contractor's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Contractor under this Agreement and the Parcel Task Order(s) are personal in character. Therefore, Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by Marin Wildfire in a written instrument executed and approved by the Marin Wildfire in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 18.1 shall confer no rights on any party and shall be null and void.
- 18.2 Contractor shall not employ or engage, or attempt to employ or engage, any person who is or was employed by Marin Wildfire or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of Marin Wildfire.
- 18.3 Nothing contained in this Agreement, any Parcel Task Order(s), or otherwise, shall create any contractual relationship between Marin Wildfire and any Subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder.

19. Other Obligations

- 19.1 Discrimination, Equal Employment Opportunity and Business Practices. Contractor shall not discriminate against any employee or applicant for employment, nor against any Subcontractor or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state and local laws (including, without limitation, city ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 19.2 Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of

a controlled substance is prohibited on Marin Wildfire premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns shall be deemed a material breach of this Agreement.

19.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement. Contractor shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

19.4 Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Contractor from bidding on or being awarded a Marin Wildfire contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the Marin Wildfire shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other Agreement between Contractor and Marin Wildfire. Contractor shall report to the Marin Wildfire the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide Marin Wildfire with a copy of their response to the complaint when filed.

20. Disputes

20.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Contractor who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party and a meeting between the Project Manager and principal of the Contractor shall then take place within five (5) calendar days of the date of the request.

20.2 Provided that Marin Wildfire continues to compensate Contractor in accordance with this Agreement, Contractor shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Contractor to discontinue Services during the course of any dispute. Contractor's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement Contractor agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Contractor also agrees that should Contractor discontinue Services due to a dispute or disputes, Marin Wildfire may terminate this Agreement for cause as provided herein.

21. Agreement Made in California; Venue

21.1 This Agreement shall be deemed to have been executed in San Rafael, California, County of Marin. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or

litigation arising out of this Agreement shall be in the Superior Court of the County of Marin unless the parties agree otherwise in a written amendment to this Agreement.

21.2 The parties shall execute three (3) copies of this Agreement, each of which shall be deemed originals.

22. Compliance with Laws

22.1 Contractor shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Contractor shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

22.2 Contractor represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

22.3 Labor Code Compliance. Contractor shall comply with all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, beginning with section 1720, and related regulations. These requirements include, but are not limited to, prevailing wages, working hours and workers' compensation insurance.

a. Each worker performing Services under this Agreement that is covered by Labor Code section 1720 must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the Marin Wildfire Management Analyst and are available online at <http://www.dir.ca.gov/DLSR>.

b. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all Subcontractors shall keep and maintain accurate employee payroll records for Services performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

22.4 Under Labor Code section 1861, by signing this Agreement, Contractor certifies as follows: "I am aware of the provisions of Labor Code 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services in this Agreement."

23. Miscellaneous

23.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

23.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by Marin Wildfire of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 23.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

- 23.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- 23.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 23.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 23.6 Contractor acknowledges that Contractor, and all Sub Contractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any Sub Contractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the Marin Wildfire, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any Sub Contractor hired by Contractor, are not authorized to work in the United States for Contractor or its Sub Contractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's Sub Contractor(s).

24. Entire Agreement; Modifications

- 24.1 The Agreement, and any written modification to the Agreement, and the Parcel Task Order(s) with Contractor shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or Agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification and the Parcel Task Order(s) in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or Agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 24.2 To the extent this Agreement conflicts with the terms of any qualifications, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of Marin Wildfire, Contractor expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 24.4 Contractor, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups.

Contractor shall require their Sub Contractors (if any) to do the same, and the Sub Contractors' price proposals shall accompany Contractor's price proposals.

24.5 Contractor and its Sub Contractors shall, upon request by Marin Wildfire, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

24.6 Changes in the Services made pursuant to this Paragraph 24 and extensions of the Agreement time necessary by reason thereof shall not in any way release Contractor's representations and Agreements pursuant to this Agreement.

24.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of Marin Wildfire. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to Marin Wildfire, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) included below.

“Contractor” By: _____

Its:

Date: _____

“Marin Wildfire” MARIN WILDFIRE PREVENTION AUTHORITY

By:

Its: Marin Wildfire Executive Officer

Date: _____

APPENDIX A SCOPE OF SERVICES

Potential Services to be performed under this Agreement may include but are not limited to:

1. Enclosure of underside of decks which are four (4) feet or less above grade or with 1/8" or 1/16" mesh. This may include constructing a framework to support the mesh. All vegetation, combustible debris, and stored materials should be removed prior to installation.
2. Installation of 1/8" or 1/16" mesh inside foundation, soffit, and attic ventilation.
3. Installation of ember and flame resistant vents.
4. Enclosure/filling of gaps larger than 1/8" in size in a structure's siding, eaves, roof etc. with caulking and/or mesh.
5. Replacement of combustible fence and gate within five (5) feet of the home with noncombustible fencing and supports.
6. Installation of metal gutter guards.
7. Performance of site visits to obtain field measurements (vents, gutters, fences, etc.) necessary to determine quantity of materials needed.
8. Collection and removal of all excess material, scraps, caulking, and all other debris created during the installation process.
9. Ordering and storage of mesh, gutter, gate, and fencing materials for projects.

Equipment:

The Contractor equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with competent, fully qualified operators. The Contractor shall provide all transportation of equipment, tools, personnel, and supplies to the work sites. Contractor shall be responsible for all fuel, lubrication, repair, and replacement for Contractor's equipment. All motorized equipment shall be equipped with spark arrestors and meet California Division of Industrial Safety specifications. The following are minimum equipment requirements:

- Must be in good running condition with no fluid leaks or overheating problems
- Must be equipped with tools and supplies necessary for making emergency and routine repairs and servicing
- Portable diesel engines shall be compliant with California's Air Resource Board's (ARB) portable diesel engine Airborne Toxic Control Measure (ATCM) and registered under ARB's statewide Portable Equipment Registration Program (PERP)
<https://www.arb.ca.gov/portable/portable.htm>
- All equipment must comply with regulations imposed by local jurisdictions where the work is carried out.
- Cell service in project sites may be limited, contractors must be able to contact the program manager via satellite internet (via personal hotspot) or other reasonable means while on the job site.
- Access roads and access to project sites may be limited, equipment and vehicles must be able to navigate streets, driveways, and properties characteristic of Marin county.

Compliance:

The Contractor shall comply with environmental compliance measures specified in the Parcel Scope of Work for a Parcel Task Order.

Parcel Task Order & Right of Entry:

The Contractor shall not perform any work until a Parcel Task Order has been issued by Marin Wildfire and the property owner has given written permission to Marin Wildfire and the Contractor to enter their property to do the work specified in the Parcel Task Order.

END OF APPENDIX A

**APPENDIX B
PARCEL TASK ORDER TEMPLATE**

This Parcel Task Order No. ____ is issued pursuant to the Master Services Agreement dated XXX, X, 20XX ("Agreement") by and between Marin Wildfire Prevention Authority ("Marin Wildfire") and _____ ("Contractor"). Any term not otherwise defined herein, shall have the meaning ascribed to it in the Agreement.

1. Purpose

This Parcel Task Order describes the services (as defined below under "Parcel Scope of Work") to be provided by Contractor for Marin Wildfire for the Residential Defensible Space Direct Assistance ("Services" as set forth in the Agreement).

2. Location of Services

The services described in this Parcel Task Order shall be provided at the address specified in the Parcel Scope of Work. The property owner has given written permission to enter upon the property for purposes of carrying out the Parcel Scope of Work for this Task Order.

3. Parcel Scope of Work

See attached Parcel Scope of Work is attached hereto and incorporated herein by reference. Contractor will perform only the services specified in the Parcel Scope of Work.

4. Term

Services will begin on _____ (the "Commencement Date") and end on _____ (the "Completion Date"). Notwithstanding the duration of the time between the Commencement Date and the Completion Date shown herein, Marin Wildfire may terminate this Parcel Task Order at any time.

5. Payment and Fees

The total authorized price under this Parcel Task Order will not exceed \$ _____ (Exhibit B-1, "Fee Schedule").

Contractor shall submit original invoices to:
Marin Wildfire Accounts Payable Department
1600 Los Gamos Dr., Suite 345, San Rafael, CA 94903.

Payment may be withheld until the Certified Payroll Records are received by Marin Wildfire.

6. Parcel Task Order Coordination

Marin Wildfire's Project Manager. _____ is hereby designated the Project Manager for the Marin Wildfire and said Project Manager shall supervise all aspects of the progress and execution of this Agreement.

Contractor's Project Director. Contractor shall assign a single Project Director to have overall responsibility for the progress and execution of this Parcel Task Order. _____ is hereby designated as the Project Director for Contractor. Should circumstances or conditions subsequent to the execution of this Parcel Task Order require a substitute Project Director, for any reason, the Contractor shall notify the Marin Wildfire within ten (10) calendar days of the substitution.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Parcel Task Order as of the day, month and year written below.

"Contractor"

By:

Its:

Date:

“Marin Wildfire” MARIN WILDFIRE PREVENTION AUTHORITY

By:

Its:

Date:

EXHIBIT B-1
to Parcel Task Order _____

Home Hardening Vulnerabilities (10)

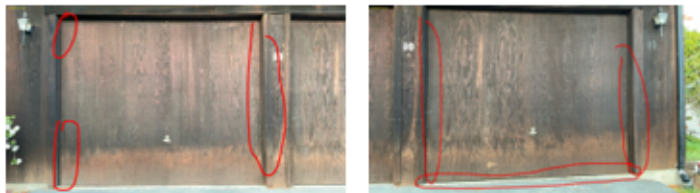
Hardening your home — using ember- and ignition-resistant building materials and design features — is one of the most important steps you can take to improve its chances of surviving a wildfire.

The recommendations provided here are based on actual observations at your property and are intended to help you prioritize upgrades and retrofits that reduce your home's vulnerability to wildfire.

These improvements are *usually not required for existing homes*, but are **strongly recommended** and should be prioritized based on your budget **after** addressing any defensible space issues first.

1. Install weatherstripping on garage doors

3 Occurrences



11/24/25, 4:04 PM: Install weather stripping to fill any gaps of 1/8th inch or greater.



Installation of garage door weatherstripping is strongly recommended. The space between the garage door and framing should be tightly sealed with rubberized weatherstripping to minimize the entry of embers into the garage. There should be no gaps greater than 1/8".

Action recommended.

Consider installing weatherstripping to help reduce ember entry through gaps at the edge of garage doors.

2. Combustible fence attached to structure

3 Occurrences



11/24/25, 4:01 PM: Remove combustible gate and replace with non-combustible alternative.



11/24/25, 4:02 PM: Remove 5ft section of fencing and replace with not-combustible material.

Wood fencing and/or gates can ignite and provide a direct path for fire to reach a home. Separate a combustible fence from the house by installing a metal gate and/or upgrading the 5-feet of the fence closest to the structure to a noncombustible material to reduce the chance of fire spreading to the home. Lessons learned from recent fires shows that this may be one of the most important upgrades on many homes.

Upgrade is recommended.

Consider replacing gates and fencing attached (or adjacent) to structures with at least 5' of metal or other noncombustible materials.

3. Composite decks



11/24/25, 4:10 PM: Enclose bottom area of deck with 1/8th inch mesh

Composite decks are relatively resistant to ignition from embers. Care must be taken to protect from direct flame contact, particularly from the underside. Keep deck surfaces, and the space between deck boards, clean at all times. Do not store combustible materials or furniture on composite decks.

APPENDIX C INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference into the Master Services Agreement dated _____, 2026 ("Agreement") by and between _____ hereinafter referred to as "**Contractor**", and the Marin Wildfire Prevention Authority, hereinafter referred to as "**Marin Wildfire**".

1. Contractor's Duty to Show Proof of Insurance. Contractor, in order to protect Marin Wildfire and Marin Wildfire's Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's acts, errors, or omissions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below with insurers admitted in the State of California and with an AM Best rating of A-VII or higher. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the Marin Wildfire. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Contractor shall promptly deliver to Marin Wildfire a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Marin Wildfire prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or Marin Wildfire as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the Marin Wildfire), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of master services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate with coverage as broad as Insurance Services Office (ISO) CG 00 01.

Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

Workers' Compensation Insurance

Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Contractor shall require any Subcontractors to provide workers' compensation for all of the Subcontractors' employees, unless the Subcontractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each Subcontractor to provide adequate insurance for the coverage of employees not otherwise covered. Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

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

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to Marin Wildfire and must be approved by the Marin Wildfire Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. Marin Wildfire as Additional Insured

On Contractor's Commercial General Liability and Automobile policies, Marin Wildfire, Marin Wildfire's Board members, officers, directors, agents, employees, and Contractors, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by

Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- 3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the Marin Wildfire Risk Manager.
- 3.3 If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The Marin Wildfire will not accept such coverage unless the Marin Wildfire determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- 3.4 For any claims related to the Agreement, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Marin Wildfire, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Marin Wildfire, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Marin Wildfire from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 3.6 Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. Marin Wildfire, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Marin Wildfire may purchase such required insurance coverage, and without further notice to Contractor, Marin Wildfire shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by Marin Wildfire for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse Marin Wildfire for the premiums and any associated costs, Contractor agrees to reimburse Marin Wildfire for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Marin Wildfire to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- 3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

END OF APPENDIX C

**APPENDIX D
RATE SCHEDULE**

This is an Appendix to, and made a part of and incorporated by reference into the Master Services Agreement dated _____, 2024 ("Agreement") by and between _____, hereinafter referred to as "**Contractor**", and the Marin Wildfire Prevention Authority, hereinafter referred to as "**Marin Wildfire**".

The compensation for services listed in this rate schedule are derived from Contractor's Qualifications.

Types of Services	Description of services	Equipment /materials/supplies	Crew size	Not-to exceed Day Rate	Not-to-exceed Half Day Rate	Hourly rate
vents/deck enclosures	-measuring, ordering installing 1/8" or 1/16" mesh for soffit, attic, foundation and crawl space vents and gaps in siding requiring mesh as well as enclosing decks to 4' from grade (include supports for mesh as required)	1/8" or 1/16" mesh, Fire and ember resistant vents Caulking material,		\$	\$	\$
Gutter Guards	Measurement, material acquisition, and installation of metal gutter guards	Means to access gutters (interior and exterior ladders)		\$	\$	\$
Fencing	Measurement, material acquisition for replacement and installation/fabrication of non-combustible fence within 5' of home	Non-combustible fence/gate, non-combustible support, cement and materials to cut, construct, build a level fence and smoothly functioning gate if required				
Reimbursable expenses	Mesh, gutter guards, fencing posts, wire, cement, fixtures			Cost + 15%		

END OF APPENDIX D

Exhibit B**ACCEPTANCE OF FORM OF MASTER SERVICES AGREEMENT**

NAME OF RESPONDENT: _____

The above Respondent hereby agrees to sign Master Services Agreement substantially similar to the form of Master Services Agreement attached to the RFQ as Exhibit A, or has attached proposed modifications to the form of Master Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

Respondent's proposed modifications to the Master Services Agreement are attached as Attachment[s] _____ **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFQ Section 3.1.

Respondent has no proposed modifications to the Master Services Agreement.

Signature: _____

Print Name: _____

Title: _____ Date: _____

QUALIFICATIONS AUTHORIZATION

NAME OF RESPONDENT _____

1. The above-named Respondent is a Respondent to the Request for Qualifications of Marin Wildfire Prevention Authority for master services to prepare [_____] and possesses the legal authority to submit this Qualifications.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Qualifications submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFQ described in Section 7 of the RFQ.

4. The undersigned grants Marin Wildfire a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Qualifications is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit D

ACKNOWLEDGMENT OF ADDENDUM FORM ("ACKNOWLEDGMENT")

TO MARIN WILDFIRE PREVENTION AUTHORITY

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

 (Firm/Company Name)

1. In submitting this Qualifications, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer