

**MARIN COUNTY STORMWATER POLLUTION PREVENTION
PROGRAM (MCSTOPPP)**

**REQUEST FOR PROPOSALS (RFP)
FOR
LITTER REDUCTION OUTREACH & EDUCATION**



Issue Date: October 25, 2019

Response Due: November 26, 2019

I. INTRODUCTION

Intent

The Marin County Stormwater Pollution Prevention Program (MCSTOPPP) is soliciting qualification statements and information from experienced firms who have developed significant public outreach and education campaigns. The intent of this Request for Proposal (RFP) is to gather information on services provided by public relations and/or advertising and marketing firms, ideally with some government experience, to assist with developing new strategies and initiatives that will help MCSTOPPP support achievement of litter reduction targets by its member agencies.

MCSTOPPP desires to contract with a primary contractor – who may elect to propose with subcontractors in select specialties (digital ad development for example).

MCSTOPPP implements a public education and outreach program focused on a number of priority stormwater pollutants and pollutant-generating activities such as sediment and waste material from construction activities; pesticides, fertilizers and nutrients from landscaping; runoff from exterior surface cleaning; automotive fluids from car repair and washing; hazardous waste disposal; and trash from unsecured loads. These efforts are communicated through the MCSTOPPP.org website, tabling at community events, direct outreach to individuals and businesses, distribution of printed materials for use by member agencies for use in their city/town outreach. MCSTOPPP would like to build upon these efforts, leveraging current assets and increasing awareness and effectiveness of the pollution prevention message – with an increased emphasis on public relations and market research to identify the most effective community sectors to target that will yield the largest impact on litter reduction in the environment.

The current FY budget for MCSTOPPP includes \$100,000 to develop and implement litter reduction outreach and advertising including ad purchases and placements.

Response

MCSTOPPP is seeking responses from contractors who can assist in the development of advertising and marketing materials, potentially including print and digital, video and radio messages focused on reducing litter in the environment. MCSTOPPP is seeking an outreach and education strategy that is scalable, will have ongoing impact, and relate to MCSTOPPP's pollution prevention goals. MCSTOPPP is receptive to ways it can improve delivering its messages to audiences.

MCSTOPPP is seeking responses that will identify an applicant's strengths and examples of past work and success. Applicants demonstrating the following services are encouraged to submit qualifications documenting their expertise and experience:

- Market Research
- Strategic Marketing, Messaging, and Advertising
- Social Media
- Multicultural Outreach

- Media Buy (Radio, TV, Print, Online)
- Graphic Design
- Public Relations
- Writing/Editing Services (brochures)

In addition to the above, the applicant should also demonstrate its ability to work within the public sector and think creatively. Litter reduction should be considered in development of any materials.

II. BACKGROUND

Program Structure

The Marin County Stormwater Pollution Prevention Program (MCSTOPPP) is a coalition of municipalities consisting of all 11 incorporated cities/towns within Marin (Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon) and the County. MCSTOPPP, formed in 1993, and governed by a Joint Exercise of Powers Agreement (JEPA), provides support to its member agencies in compliance with the statewide National Pollutant Discharge Elimination System (NPDES) general permit for stormwater discharges from small municipal separate storm sewer systems. Budgetary and programmatic oversight for MCSTOPPP is provided by the Marin General Services Authority and the member agencies jointly fund MCSTOPPP to ensure a consistent and coordinated approach to permit compliance. The Marin County Flood Control and Water Conservation District (District) has administrative authority over MCSTOPPP and will be the contracting agent for this project.

Trash Control Regulations

The State Water Resources Control Board (SWRCB) adopted amendments to the state's water quality control plans in June 2014 that established trash control requirements to be imposed on municipal stormwater permittees through reissued NPDES permits, expected in 2020 or 2021. These amendments will require each of Marin's cities, towns and the County to implement a program to effectively prevent trash 5mm and greater from being discharged from the public storm drain system in priority land use areas (commercial, industrial, high-density residential and transit stops) using full trash capture devices, or through other controls such as enhanced street sweeping, on-land litter abatement and education and outreach within 10-years. State estimates project compliance costs of \$20 million dollars over 10-years for Marin's permittees.

MCSTOPPP is seeking assistance with the development and implementation of an education and outreach campaign that will lead to increased public awareness of the litter pollution issue, the associated costs as well as models of positive behavior change leading to source control and less litter in the environment. MCSTOPPP has conducted On-Land Visual Trash Assessments (OVTAs) in all priority land uses in Marin and has collected

information on the most prevalent sources of litter in specific areas. This information can be used to develop and target specific anti-litter messages to maximize the impact of outreach.

Many anti-litter messages and campaigns have been previously developed in the Bay Area, statewide and nationally. MCSTOPPP requires a contractor that will evaluate educational materials and information from MCSTOPPP, local environmental groups, nonprofits, local and state government agencies such as countywide stormwater programs or state and local transportation agencies or other campaigns. MCSTOPPP also partners with local groups that share the anti-litter goal as a coalition of partners under the Clean Marin umbrella (more info at www.cleanmarin.org/partners/). These partners may have relevant messages in their materials and may provide feedback during the development of this campaign. A comprehensive outreach program will leverage existing resources and expand upon them to maximize effectiveness of the MCSTOPPP litter reduction outreach campaign.

III. PREPARING A RESPONSE

Overview

Please prepare and organize the proposal based on the requirements listed below. Each proposal shall be no more than 20 pages in length, excluding the cover letter, dividers and attached one-page resumes. Each proposal shall be single-sided and 8.5" X 11" with a minimum font size of 11pts. Proposals should be organized in a manner to allow the selection committee to easily find the information that correlates to the selection criteria.

Brochures and literature are welcome but should not be submitted in lieu of responding to the individual items below. If your response does not address all listed topics or program requirements, please note why a response is not listed, if the category is addressed in another way, or if the service can be easily provided by another contractor.

Examples of brochures or other collateral may be attached to your response as supplemental material.

- 1) **Cover Letter:** Provide a letter of introduction with a brief description of your firm, contact information for the primary point person from your firm, experience in the industry, number of years developing outreach campaigns, primary client type, and a summary of possible media, products, and services offered. Include company name, address, contact name, title, phone number, fax number, and email address. Also identify any subcontractors you intend to use and their particular specialty. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with MCSTOPPP on behalf of the Consulting firm/team.
- 2) **Qualifications:** Provide a description of the services offered by your firm, and any subcontractors. Include public relations, market research, social networking programs,

online advertising, educational outreach, graphic design, multilingual capabilities, web design, programming and other support services. Include a summary of past successful and verifiable experience as it relates to the requirements of this RFP. For each firm's proposed consultant(s), describe qualifications and technical expertise. Include resumes of the proposed key team professionals. Once the project is awarded, key team members shall not change without written notification to and approval by MCSTOPPP. Please also provide an organizational chart clearly identifying the role of each individual who will be working on the project.

- 3) Current Clients and References:** Provide a list of three clients and contact information including phone and email, focusing on clients with public agency, environmental, or community education goals. Include the name of the client and a description of the campaign developed and results of said campaign (performance indicators).
- 4) Approach and Implementation Timeline:** Provide a description of the overall outreach campaign development process or scope of work you would recommend to MCSTOPPP for the project. Please include tasks and subtasks as needed as well as the deliverables. Please include details of how current educational and information resources such as the MCSTOPPP website and public education materials may be integrated into proposed outreach activities. Provide a timeline of your implementation approach. The timetable should provide all services within a twelve-month period and identify MCSTOPPP review opportunities, examples of community outreach, numbers and types of proposed advertisements, number of impressions, and estimated impact of the program and estimates of associated costs.
- 5) Estimated Budget:** Please develop an estimated budget that will identify types of media costs, advertisement purchases and staff costs that will be incurred. Include a variety of recommended and optional programs that your firm can provide within a \$100,000 budget. MCSTOPPP is looking for a complete package that includes all price components such as contract staffing, support costs, and expected advertising costs.
- 6) Additional Features:** Describe any additional features that distinguish your methodology from others.

IV. ADDITIONAL INFORMATION INQUIRIES, SUBMISSIONS AND PROPOSAL DUE DATE

Proposals are due to be delivered to MCSTOPPP by **November 26, 2019 at 5:00 p.m.** Pacific Daylight Time. The Proposer shall **submit three (3) hard copies and one electronic copy** of the proposal to:

Via mail to:
County of Marin
MCSTOPPP
Attn: Rob Carson
P.O. Box 4186
San Rafael, CA 94913-4186

Or hand-delivered to:
County of Marin
MCSTOPPP
Attn: Rob Carson
1600 Los Gamos Dr,
Suite 210
San Rafael, CA 94903

Late or incomplete proposals will not be considered. Please direct questions about this RFP to Rob Carson via email at: rcarson@marincounty.org. Any questions received, and their answers will be posted on-line at: <http://www.marincounty.org/main/bids-and-proposals>

Selection Process and Criteria

Proposals must be deemed responsive to the submittal requirements as specified in the RFP to be considered by the selection committee. The responses to this RFP will be used in the selection process. However, MCSTOPPP reserves the right, at its sole discretion, to request additional information, request demonstrations or presentations, or to form test or pilot projects. Based on its evaluation of submitted proposals, the MCSTOPPP selection committee will establish a short list of candidates to participate in an oral presentation and interview, if necessary. After a consultant or consultant team is selected, the award of a Professional Services Agreement is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the District. If for any reason an acceptable contract cannot be negotiated with the selected Consultant, negotiations will commence with the next highest-ranked Proposer.

Selection Criteria:

MCSTOPPP will review and consider all complete proposals received by the deadline. In such review, County will be evaluating the ability of the Consultant to provide the following:

Criteria including the following will be used to evaluate submittals and to develop a short list to interview:

- Clearly identified tasks and deliverables to complete the scope of work.
- Project manager's successful experience on similar projects.
- Key team member's successful experience on similar projects.

- Firm's experience on similar projects.
- Ability to deliver the requested services within the desired timeline.
- Familiarity with MCSTOPPP programs and similar projects.
- Quality and value of the proposed campaign.

The Consultant or Firm shall be:

- A professional firm that has experience in developing and implementing campaigns of comparable scope and size. The consultant should demonstrate successful and verifiable experience in providing such services for similar projects and for public sector clients.
- A professional firm whose sole source of income is derived from the professional services they offer to the clients they represent.
- An independent professional firm without any affiliation with contractors, suppliers, manufacturers, or any interest that could be construed as a conflict of interest to the proposed project.

Proposal Validity

- All consultant proposals constitute an offer to contract, which will remain open for a period of at least ninety (90) days from the date of receipt by MCSTOPPP.
- All proposals, materials and documentation submitted shall be retained by and become the property of MCSTOPPP. The Proposer is responsible for all costs associated with responding to this RFP.

V. GENERAL CONDITIONS

The issuance of this RFP constitutes only an invitation to present responses. MCSTOPPP reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. MCSTOPPP reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by MCSTOPPP for any reason, MCSTOPPP shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. MCSTOPPP reserves the right, at its sole discretion, to waive any irregularities or informality. MCSTOPPP may conduct interviews with any respondent it deems necessary.

The District Professional Services Agreement is available as an attachment to this RFP. By submitting a proposal without exceptions, the Proposer accepts all terms and conditions contained in that agreement. If the attached Professional Services

Agreement has been revised by the District, the Consultant(s) accepts all terms and conditions of the revised contract.

If the Proposer fails or refuses to produce the work, or any separable part thereof, as to insure that the items specified will not be completed and/or delivered within the time specified in the contract, MCSTOPPP may, by written 30-day notice to the Consultant(s), terminate its right to proceed with the work or such part of the work as to which there has been a delay. The Proposer shall be liable to MCSTOPPP for any damages to MCSTOPPP resulting from the Proposer's failure or refusal to complete/deliver the items within the specified time. The District reserves the right to perform any portion of the "Scope of Work" with District personnel.

VI. ATTACHMENTS

A: Standard District contract

THIS CONTRACT is made and entered into this _____ day of _____ 20____, by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor."

RECITALS:

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

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The District agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

5. TIME OF CONTRACT:

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

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts

or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit D - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

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

Contract Manager: _____
 Dept./Location: Department of Public Works
 P. O. Box 4186
 San Rafael, CA 94913-4186
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits CONTRACTOR'S INITIALS

| | | |
|-------------------|--|--|
| <u>EXHIBIT A.</u> | <input type="checkbox"/> Scope of Services | |
| <u>EXHIBIT B.</u> | <input type="checkbox"/> Fees and Payment | |
| <u>EXHIBIT C.</u> | <input type="checkbox"/> Insurance Reduction/Waiver | |
| <u>EXHIBIT D.</u> | <input type="checkbox"/> Contractor's Debarment Certification | |
| <u>EXHIBIT E.</u> | <input type="checkbox"/> Subcontractor's Debarment Certification | |
| <u>EXHIBIT .</u> | <input type="checkbox"/> | |

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

CONTRACTOR:

By: _____
 Name: _____
 Title: _____

**APPROVED BY
 MARIN COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT:**

By: _____

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

District Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

| | <i>Check Where Applicable</i> | <i>Requested Limit Amount</i> | <i>CAO Use Only</i> |
|--|---------------------------------------|-----------------------------------|-----------------------------|
| General Liability Insurance | <input type="checkbox"/> | \$ | |
| Automobile Liability Insurance | <input type="checkbox"/> | \$ | |
| Workers' Compensation Insurance | <input type="checkbox"/> | | |
| Professional Liability Deductible | <input type="checkbox"/> | \$ | |

Please set forth the reasons for the requested reductions or waiver.

| |
|--|
| |
| |
| |
| |

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

EXHIBIT D

**DEBARMENT CERTIFICATION FOR CONTRACTORS
(AttachSAM Printout)**

EXHIBIT E

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)**