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**REQUEST FOR PROPOSALS #1709**  
**Water Education Theatrical Performances**  
**Period Of Performance July 1, 2016 through June 30, 2017**

This Request For Proposal dated February 17, 2016 is being issued by the Purchasing Officer, Brian K. Jackson Contra Costa Water District (District), 1331 Concord Avenue, Concord, California, to receive proposals until **11:00 A.M., Friday, March 18, 2016**, for Water Education Theatrical Performance Services for fiscal year 2017 (FY17), which begins on July 1, 2016 and ends on June 30, 2017, and two (2) priced optional 12 month extension periods for fiscal year 2018 (FY18), which begins July 1, 2017 and ends June 30, 2018, and for fiscal year 2019 (FY19), which begins July 1, 2018 and ends June 30, 2019, to be exercised at the District's sole discretion. The District will evaluate all submitted proposals and determine which proposal provides the best value and quality program to the District, then select a vendor based on that determination.

The services requested are for the creation and execution of 50 water-science performances to be presented in service-area public and private elementary schools during school years.

**No faxed or email proposals will be accepted. Proposers must provide along with their three (3) hard copies (paper) proposal an electronic version on a flash drive containing all required documentation in Word/Excel PDF format.**

**INFORMATION AVAILABLE**

The Contra Costa Water District's mission is to strategically provide a reliable supply of high quality water at the lowest cost possible, in an environmentally responsible manner.

The District is an independent special district water agency responsible for providing drinking water to approximately 500,000 people in central and eastern Contra Costa County. Essentially all of the District's water is received from federal reservoirs and diverted from the Sacramento-San Joaquin Delta at intakes in eastern Contra Costa County. The District's dependence on the Delta makes ensuring the quality and reliability of Delta water a priority for the agency. More information about the District is available at [www.ccwater.com](http://www.ccwater.com).

Please describe how you will provide the following:

- Fifty (50) interactive theatrical performances per fiscal year at public and/or private elementary schools (grades K-6) in the CCWD service area. The first year starts in September 2016 and should be completed and invoiced by June 15, 2017. If the contract is extended for a year, the second year would commence September 2017 and be completed and invoiced by June 15, 2018. If the contract is extended for a third year, the third year would commence September 2018 and be completed and invoiced by June 15, 2019.
- Performances that educate audiences on: the uses of water, the importance of water, ways to conserve water, the concept of water as a finite resource, and the importance of staying safe around the Contra Costa Canal. Performances should also promote the benefits of drinking tap water in lieu of sugary drinks and bottled water. Program must include communication of one or more of the following messages specific to CCWD:
  - Source of CCWD water is Sacramento/San Joaquin Delta.
  - CCWD stores water in Los Vaqueros Reservoir near Brentwood.
  - CCWD's delivers safe drinking to schools and homes in Contra Costa County.
  - CCWD maintains a healthy watershed ecosystem and uses high-tech water treatment to deliver clean, safe drinking water.
  - The Contra Costa Canal moves CCWD water swiftly through a concrete conduit with steep sides. To stay safe, never climb the fence or try to enter the canal.
  -
- Appropriate use/mention of CCWD (name/logo) as a sponsor in print and during performances.
- Address the age and cultural diversity of school audiences (Spanish language capability a plus).
- Scheduling and confirmation of school performances.
- Appropriate insurances and indemnifications for claims for injuries arising from any performance.
- Classroom follow-up activities and materials and teacher guides (i.e. supporting music cds or similar).
- Method of evaluation and feedback on performances – both from the schools and to CCWD.

### SELECTION PROCEDURE

Proposals will be reviewed and ranked by an evaluation team. After finalists are selected they may be invited for interviews and/or a member of the evaluation team may wish to observe a scheduled performance before final determination.

The District reserves the right to select the program it determines to be the most qualified to meet the District's needs and perform the services requested.

## EVALUATION OF PROPOSALS

The following criteria will be used in evaluating proposals:

1. Letter of Transmittal
2. Project Approach
3. Client List/References
4. Performance, if applicable and available, either live or recorded.
5. Costs Associated with Proposed Performances including all expenses

## REQUIRED PROPOSAL FORMAT

To be considered responsive to the Request for Proposal, please submit in the following format:

- I. Letter of Transmittal (maximum two pages). Describe your agency's experience in creating and performing interactive water-science performance for elementary students.
- II. The name and background of the project manager who would handle this account.
- III. Bios of key individuals, i.e. primary contact person and performers (or method in which performers are to be selected.)
- IV. Project Approach: Prepare a short (one-paragraph each) program content description for this contract period. The program content should incorporate one or more of the District's messages but be different enough in presentation to be marketed as a "new" program. Describe administration of program, i.e., scheduling, interaction with schools, follow-up, and evaluation. Describe performance content, number of actors, sets, props, etc. Describe use of CCWD logo and messages. Describe any additional follow-up materials or activities. Describe indemnification policy. Include estimated start and finish dates.
- V. If applicable, provide performance schedule for the period February 22 -25, 2016.
- VI. If available, provide CD, DVD or videotape of performance.
- VII. Give a list of clients/references.
- VIII. On a separate page, provide costs for 50 individual theatrical performances for FY17. Provide the per-performance cost and the annual total. Costs must be all-inclusive; no additional costs or fees may be billed. During the contract period, if fewer than 50 performances are scheduled or dates must be cancelled, the cost will be reduced by the number of performances that did not occur.
- IX. On a separate page, provide costs for 50 individual theatrical performances for the first potential extension year, FY18. Provide the per-performance cost and the annual total. Costs must be all-inclusive; no additional costs or fees may be billed. During the contract

period, if fewer than 50 performances are scheduled or dates must be cancelled, the cost will be reduced by the number of performances that did not occur.

- X. On a separate page, provide costs for 50 individual theatrical performances for the second potential extension year, FY19. Provide the per-performance cost and the annual total. Costs must be all-inclusive; no additional costs or fees may be billed. During the contract period, if fewer than 50 performances are scheduled or dates must be cancelled, the cost will be reduced by the number of performances that did not occur.

### CONTRACT PROVISIONS

The District has provided as an attachment the standard purchase order and its terms and conditions. Submission of a proposal constitutes acceptance of the purchase order contract format and provisions. No additional contract negotiations will be conducted. No additional contract forms will be signed.

#### INSURANCE REQUIREMENTS (Please read carefully.):

Vendors performing work for CCWD must provide proof of insurance, in amounts not less than those specified, for the following:

Comprehensive General Liability: \$1,000,000 per occurrence.

Commercial Auto Liability: \$1,000,000 per accident for bodily injury and property damage, endorsed for "any" auto.

Workers' Compensation: statutory coverage required for vendor's employees.

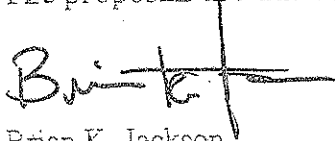
Please note that in addition to the certificate of insurance, an endorsement must be provided to name the Contra Costa Water District, its officers, agents, and employees as "Additional Insured."

In addition, all insurance requirements of the school districts or private schools to be visited must be met. Typically, these requirements are to provide insurance certificates and signed agreements to indemnify the school districts or private schools. The school districts that could be visited are: Mount Diablo Unified School District, Martinez Unified School District, Pittsburg Unified School District, Antioch Unified School District, Oakley Union Elementary School District, and Brentwood Union School District. The private schools are private schools generally located within the boundaries of the public school districts listed above. It is the responsibility of the vendor to determine what these insurance requirements are and meet them.

Once the low bid or most responsive response has been established, that vendor will have until March 8, 2016 to provide all required insurance documents per the samples provided. Failure to provide this insurance documentation will result in the District considering this bid or response to be non-responsive.

PROPOSAL DUE DATE

The proposals are due on or before Friday, March 18, 2014 at 11:00 A.M.

A handwritten signature in black ink, appearing to read "Brian K. Jackson". The signature is stylized with a large initial "B" and a long horizontal stroke extending to the right.

Brian K. Jackson  
Purchasing Officer  
Contra Costa Water District

Attachment A: Purchase Order Terms and Conditions

Attachment B: Proposal Guarantee Form

Attachment C: Insurance Compliance Samples

## TERMS AND CONDITIONS

**Compensation:** By accepting this Purchase Order (PO), the Contractor/ Vendor (Vendor) agrees to receive and accept the prices shown as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by Contra Costa Water District (CCWD) and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work and the whole thereof, in the manner according to the requirements of CCWD's inspection.

Vendor shall state its discount terms on invoices. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by CCWD. This order or any payment due thereunder is not assignable by Vendor without written approval of CCWD. Full payment shall be made for acceptance materials within 45 days after receipt of invoice.

**F.O.B.:** Unless otherwise specified, all shipments are Free-On-Board delivered to the location shown on the Purchase Order. A copy of the receipted freight bill MUST accompany the invoice when freight is authorized to be prepaid and added to invoice.

**Substitutions:** Substitutions, changes, and prices other than specified above must be authorized in writing by CCWD.

**Contract:** The PO, and any referenced attachments, when accepted by Vendor, either in writing or shipment of all or any portion of the material, or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Vendor and CCWD concerning its subject matter, and neither any contrary or additional conditions specified by Vendor nor any subsequent amendment or supplement shall have any effect without CCWD's written approval.

**Indemnification** - Vendor shall indemnify, hold harmless and defend the Contra Costa Water District (CCWD), and each of its officers, Directors, officials, employees, volunteers and agents from any and all loss, claims, demands, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD, the Vendor or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of performance of the contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether CCWD or any of its officers, directors, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost or damages caused solely by the active negligence or by the willful misconduct of the CCWD. If Vendor should subcontract all or any portion of the work to be performed under this agreement, Vendor shall require each subcontractor to indemnify, hold harmless, and defend the CCWD, its officers, Directors, officials, employees, volunteers and agents in accordance with the terms of the preceding paragraph.

**Contractor's Licensing Laws:** All contractors shall be licensed in accordance with the laws of the State of California.

**Permits or Licenses:** The Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

**Taxes:** Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, or charges of any kind now or hereinafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration paid to persons employed in connection with the performance of this P.O.

**Safety:** All equipment, materials and services shall comply with all Federal, State and local safety rules and regulations including those imposed by the Occupational Safety and Health Administration (OSHA), and all work performed on CCWD premises shall comply with the CCWD Contractor Safe Practices Handbook.

**Independent Contractor:** Vendor is an independent Contractor/ Supplier retained by CCWD to provide goods and/or perform the work described herein. All personnel employed by the Vendor, including subcontractors and personnel of said subcontractors approved by CCWD, are not and shall not be deemed to be employees of CCWD. The Vendor and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Worker's Compensation. CCWD shall not under any circumstances be liable to Vendor for any person or persons acting for Vendor for any death, injury, property destruction, or damage received or claimed relating to or resulting from the activities undertaken pursuant to this P.O.

**Warranty:** Vendor warrants that the goods specified in this P.O. shall be free from defects in design, material, and workmanship. The goods specified in this P.O. shall not be deemed accepted until after inspection within a reasonable time after arrival at the delivery location specified on the P.O. Vendor warrants that the goods specified in this P.O. will be fit for the purposes for which they were sold to CCWD.

**Attorney's Fees:** If a lawsuit is filed to enforce the terms hereof, the prevailing party will be entitled to an award of attorney's fees.

**Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, a copy of which is on file with CCWD, Vendors performing public work shall pay prevailing per diem wages.

**Insurance:** Vendors performing work for CCWD shall provide proof of insurance, in amounts not less than those specified, for the following: Comprehensive General Liability \$1,000,000 per occurrence; Worker's Compensation: statutory coverage required; Commercial Auto Liability: \$1,000,000 per accident for bodily injury and property damage, endorsed for "any" auto. Please note that in addition to the certificate of insurance, an endorsement must be provided to name the *Contra Costa Water District, its officers, agents, and employees as "Additional Insured"*. The certificate of insurance can be a master certificate, to cover all work done during the year, or a single purpose certificate to cover one specific project/job.

PROPOSAL GUARANTEE

TO THE CONTRA COSTA WATER DISTRICT, CONCORD, CALIFORNIA:

Pursuant to the foregoing notice to proposers, the undersigned proposer here with submits a proposal on the proposal sheet or sheets attached hereto and made a part hereof, and binds himself/herself on award by the Contra Costa Water District (District) under this proposal, to execute in accordance with such award a contract, of which this proposal and the said notice to proposers and the specifications attached to the notice to proposers shall be a part.

The proposer further agrees that should the proposer withdraw this proposal in a manner other than provided for in the specifications, or his/her default in executing the contract, {providing the necessary insurance and bonds}, or timely provision of {materials} {equipment} {services} under said contract in a manner satisfactory to District, the bidder/proposer shall pay any and all additional cost incurred by District in obtaining the {materials} {equipment} {services} from another firm.)

Signature: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation organized under the laws of the state of:

\_\_\_\_\_



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2009

PRODUCER

Insurance Company  
Somewhere, USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

CCWD Contractor  
123 Bailey St.  
Townville, CA

INSURER A: Ace Insurance Company  
INSURER B: Valley Insurance Services  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR deductible \$5,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ABC3456789	05/01/09	05/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B			<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO  EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION: \$	FGH66699912	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A			<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCNVR785634	05/01/09	05/01/10	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Contra Costa Water District, its officers, agents, and employees are named as additional insured.

\*\*Insurance agents/brokers often add the above statement. This statement is not sufficient; an additional insured endorsement document must also be provided.

### CERTIFICATE HOLDER

Contra Costa Water District  
1331 Concord Avenue  
Concord, CA 94524

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Ralph Kramden

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.