



ELSINORE VALLEY MUNICIPAL WATER DISTRICT
Finance Department - Purchasing
31315 Chaney Street
Lake Elsinore, CA 92530

Attention: Angelo Heidt, Purchasing Assistant

RFP NUMBER 140037

REQUEST FOR PROPOSAL FOR
Public Education Outreach

IMPORTANT: Read all conditions and Instructions carefully.

Proposals Due On:
August 4, 2014 at 2:00 p.m.

RFP NO: 140037

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SECTION I.

PROPOSAL INSTRUCTIONS AND CONDITIONS

The Elsinore Valley Municipal Water District is calling for proposals for Public Education Outreach as stated on the scope of work. This is for an annual contract. This Request for Proposal is set up in six part sequences comprised of the following:

- I. Proposal Instructions and Conditions
- II. Special Conditions
- III. Request for Proposal for Public Education Outreach
- IV. Contract Agreement
- V. Proposal Summary and Forms/Statement of Qualifications
- VI. Appendix

Parts I, II, and III are for informational purposes only. Part IV will require completion after a firm or individual is selected. Part V must be completely filled out and signed by authorized signatory personnel of the proposing firm and must be submitted with the proposal.

CLOSING DATE is August 4, 2014 at 2:00 p.m. Proposals will be accepted up to 2:00 p.m. All RFP's and contracts entered into hereunder shall be subject to the General and/or Special Conditions attached to this form. Envelopes containing proposals shall bear the superscription "**Proposal for Public Education Outreach**" and "**August 4, 2014, 2:00pm., RFP# 140037**". Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the firm unopened.

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual. This request is an information solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

No Proposer may withdraw his or her proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

All proposals must be made upon this proposal form to be considered to be held valid. All blanks must be filled in, the proposal must be properly signed, and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Affidavit.

1. **FORMS**

Proposals will not be considered unless submitted upon the forms provided by the Elsinore Valley Municipal Water District. All Proposers shall be responsible for familiarizing themselves with the conditions and requirements of this RFP prior to submitting a proposal.

2. **DEFINITIONS:**

- a. **State:** “State” as used herein means State of California.
- b. **Proposer:** “Proposer” as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the District.
- c. **EVMWD:** “EVMWD” as used herein means Elsinore Valley Municipal Water District
- d. **District:** “District” as used herein means the Elsinore Valley Municipal Water District
- e. **Board:** “Board” as used herein means the Elsinore Valley Municipal Water District Board of Directors.

3. **NAME OF COMPANY**

Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

4. **PROPOSER’S RESPONSIBILITY**

Before submitting a proposal, Proposers shall carefully examine the scope of work, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of lack of such examination or knowledge.

5. **EXAMINATION OF DOCUMENTS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Proposer shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes without divulging the source of the request. The District’s decision shall be final in any matter on the interpretation of documents.

6. **ADDENDA OR MODIFICATION OF RFP RESPONSE**

The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.

Alternatively, the Proposer may modify their proposal after its submission by written notice to the Buyer, Finance Department-Purchasing, of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

7. **ACCEPTANCE OR REJECTION OF PROPOSALS**

The Board reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards on the basis of the proposal or proposals it deems most economical to the District and most desirable for its operational program.

8. **DISPOSITION OF PROPOSALS**

All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Proposer's expense. The original copy shall be retained for official files and will become public record after the date and time for Board approval, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

9. **NON-COLLUSION**

Each proposal must be submitted with a fully completed Non- Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.

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SECTION II.

SPECIAL CONDITIONS

1. **AWARD OF CONTRACT**

The District realizes that the various Contractors may differ considerably in concept, design, structure and methods. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible Contractor whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid/proposal. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the Contractor is:

- a. Qualified by experience to be a competent agency for materials and services as put forth in this RFP and meet the requirements of the District; and
- b. Financially responsible to complete the project as proposed.

2. **ADDENDA or BULLETINS**

Any addenda or bulletins issued by the District during the time of solicitation shall become a part of the proposal and contract documents.

SECTION III.

REQUEST FOR PROPOSAL FOR CERS CONSULTING

The Elsinore Valley Municipal Water District, Lake Elsinore, California, requests proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to provide the Elsinore Valley Municipal Water District with public education outreach services per the statement of work and to accomplish its goals.

- Effectively communicate with all water district stakeholders to build confidence in EVMWD programs.
- Communicate to customers the need for adapting permanent water-saving solutions as well as removing harmful water systems to protect our local resources and ensure a safe reliable water supply at reasonable rates into the future.
- Position the District as a leader for water quality, conservation awareness and efforts to maximize financial and capital resources among water industry professionals and customers.

2. DUE DATE

Sealed proposals will be received up to, but not later than **2:00 p.m. on August 4, 2014, at 31315 Chaney Street, Lake Elsinore, California 92530**. All proposals become property of the District and are considered an irrevocable offer for one hundred twenty (120) days following the scheduled date and time set for the proposal opening.

A proposal may be submitted prior to the opening date by Email (preferred), U.S. Mail, UPS, Fedex or to:

ATTN: Angelo Heidt, Purchasing Assistant
Elsinore Valley Municipal Water District
Purchasing Department
31315 Chaney Street
Lake Elsinore, CA 92530

RFP Number 140037

Any questions prior to the date of submittal may be directed to:

Angelo Heidt, Purchasing Assistant
Email: ahaidt@evmwd.net

3. DESCRIPTION OF THE DISTRICT

The Elsinore Valley Municipal Water District is a public non-profit agency that was created on December 23, 1950 under the Municipal Water District Act of 1911. As a special district, EVMWD's powers include provision of public water service, water supply development and

planning, wastewater treatment and disposal, and recycling. Currently, the District has over 35,000 water, wastewater and agricultural service connections.

A Board of Directors sets governing policy and is the final authority for related appeals. The Board is authorized to set rates, fees, and charges for District services, operations, and debt financing of capital improvements.

EVMWD is a sub agency of the Western Municipal Water District, a member agency of the Metropolitan Water District of Southern California.

4. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	July 17, 2014
Pre-Proposal Meeting at District Office (Optional)	N/A
Deadline for Written Questions	July 25, 2014
Responses to Questions	July 30, 2014
Proposals are Due	August 4, 2014 at 2:00 p.m.
Proposal Evaluation Completed	August 15, 2014
Approval of Contract (tentative date)	August 2014

5. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the District with a thorough proposal using the following guidelines:

Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the proposer’s response:

A. Cover Letter

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the contractor must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Lake Elsinore, California and the office from which the project will be managed.

B. Vendor’s Qualifications

Respondents to this RFP shall have the following qualifications:

- Must be familiar with water conservation programs & regulations and have the ability to communicate those ideas to the rate payers, district board and industry professionals.

C. Fee Proposal

Cost proposals are to fully divulge costs associated with providing the specified services and be provided in the Fee Schedule in Section V. D. or in the format of the Fee Schedule. **The Fee Schedule consists of a not-to-exceed fee based on the services outlined in the Scope of Work.**

6. EVALUATION CRITERIA

The proposals received will be evaluated according to the following criteria:

- A.** Responsiveness- The degree to which the proposer has responded to the purpose and scope of the specifications—e.g., service to be provided, and flexibility of the vendor to meet the District’s needs. (40%)
- B.** Experience- Vendor’s experience in providing the materials and services as requested in these specifications as well as providing (5) five references during the last (2) years as required in this specification. (5%)
- C.** Qualifications, Capability and skill- Vendor’s qualifications, capability, flexibility and skill to perform the services stated in these specifications. (5%)
- D.** Detailed description of the services to be provided based on the Consultant’s understanding of the project. (10%)
- E.** Cost of proposal. (40%)

7. COST

The proposal shall provide all costs per the scope of work.

8. PROPOSAL

The proposal shall be submitted on the form attached to this request. Submittal via email is preferred.

9. AWARD

The District shall evaluate all proposals submitted. Qualified firms may be interviewed by a selected panel. The award will be based upon proposed services offered, references, and fees quoted. The District reserves the right to reject any or all of the proposals submitted without obligation to any firm responding to this announcement. The District may select the proposal that is the most beneficial to the District. The fees for the awarded contract will be based on a single “FEE SCHEDULE” on Section V. D, PROPOSAL FORM.

SECTION IV.

CONTRACT AGREEMENT

DATE: _____

PLACE: Lake Elsinore, California

PARTIES: ELSINORE VALLEY MUNICIPAL WATER DISTRICT, hereinafter referred to as “District”, and _____, hereinafter referred to as “Contractor”.

RECITALS:

- A. WHEREAS, the District has invited proposals through the Request for Proposals (RFP#140037 for Public Education Outreach Services, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to provide such materials and services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONTRACT

District hereby contracts with Contractor and Contractor hereby contracts with District to provide Public Education Outreach Services to the District in the manner and subject to the conditions set forth in the Contract Agreement, the Request for Proposal for Public Education Outreach Services, and the Proposal (hereinafter collectively referred to as “the Agreement”). The relationship between the District and Contractor shall be one of independent contract and not employment. Contractor shall have the right to control the manner and means by which services are performed. All payments to Contractor shall be fees for services rendered, not wages and not subject to the deductions required by law from wages.

2. TERM

The term of the Agreement shall be subject to Contractor’s satisfactory compliance with the terms and conditions of the Agreement, commencing upon execution of the agreement.

3. PUBLIC EDUCATION SERVICES

The services shall be provided in accordance with the scope of work of this RFP.

4. SCOPE OF WORK

The selected firm or consultant shall provide the following materials and services:

In this proposal, the Elsinore Valley Municipal Water District intends to hire a consultant to provide the professional services for assistance in setting up the District's public outreach program as described herein.

Customer/Community Relations

- **Customer Newsletter/Quarterly Water Log (4 issues)**
 - Assist in developing a quarterly customer newsletter to convey important District news, information and project updates to EVMWD ratepayers.
 - Water Logs will be sent to customers at the beginning of September, December, March and June
 - EVMWD staff to determine topics and develop content. Will also assist with content development and coordinate design and layout of each issue.
- **Community Outreach Events**
 - Attend up to two (2) local community events to distribute information about conserving water in an effort to create additional outreach opportunities and interact with customers.
 - Events may include: Canyon Lake Water Summit, Diamond Valley Lake Conservation Festival, Children's Fair in Lake Elsinore or "Going Green" Day at the Lake Elsinore Storm Stadium.
- **Website Updates**
 - Will develop recommendations for updating and restructuring the EVMWD website to create a simpler, easy-to-follow format.
 - Will create a framework using existing content to include up-to-date information about EVMWD, including customer services, current infrastructure improvement projects, water conservation resources and recent news and updates.
- **Bill Insert Series (3)**
 - Topics could include:
 - Salt Management
 - EVMWD Conservation Programs
 - Drought Update
- **Water Quality Report**
 - Develop updated informational content and coordinate the development of the 2014 Water Quality Report for distribution to all EVMWD customers in June 2015.
- **Issue Outreach**
 - Assist EVMWD in developing communications related to any unforeseen issues requiring communications support.
 - Develop outreach materials as needed.

Government Relations

- **Public Affairs**
 - Assist in developing programs and communications to help inform elected officials about EVMWD programs and important regional water issues.
 - Assist in developing content as needed.

Media Relations

- **Media Calendar and Pitching**
 - Will strategically identify concepts regarding upcoming projects and milestones throughout the coming year to create a 12-month “media calendar” detailing what stories to pitch, how to pitch them and when.
 - Assist in drafting up to six news releases throughout the year for the calendar items and provide guidance to staff on pitching local media outlets as well as local, regional and national magazines.
- **Opinion-Editorials**
 - Assist with the development of up to two opinion editorials on topics ranging from the reasons for water conservation to the need for improvements to state water infrastructure.
 - Assist in submitting the opinion editorials to local newspapers and news outlets.

5. **CONTRACTOR’S RESPONSIBILITY**

Furnish all labor, equipment, services, machinery and tools of every kind and description as required to properly perform the service.

6. **CONTRACTOR WAGE REQUIREMENTS**

Contractor shall pay prevailing wage when required by law and all Personnel furnished by the contractor will be employees of the contractor and Contractor will pay all salaries and expenses of, and all federal, social security taxes and any similar payroll taxes relating to such personnel, and will carry workmen’s compensations insurance for such personnel as required by law. The contractor will be considered for all purposes to be an independent contractor, and will not at any time directly or indirectly act as an agent or employee of Elsinore Valley Municipal Water District or make any commitments or incur any liabilities on behalf of Elsinore Valley Municipal Water District without its express written consent.

7. **PERSONNEL, EQUIPMENT, LICENSES, CERTIFICATIONS AND PERMITS:**

Contractor to provide all necessary personnel, equipment, applicable licenses, and permits required by City, County, State and/or Federal regulations to perform their work in conformance with California and Federal OSHA requirements.

All work will be performed in a professional manner in keeping with accepted industry practices and techniques. All work will be in conformance with the best trade practices.

8. **ADDITIONAL SERVICES:**

Extra labor and materials will only be provided when pre-authorized and approved in writing prior to the performance of the extra work.

Any additional services recommended or foreseen that are outside of this scope should be noted by the contractor and priced with this submission to be fixed for the duration of the contract.

The District reserves the right to competitively solicit any additional service that is outside this scope.

9. ASSIGNMENT/FINANCING

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable).

10. FORCE MAJEURE CLAUSE

The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Proposer.

11. FEDERAL OR STATE REGULATIONS

The Proposer's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.

12. INDEPENDENT CONTRACTOR

In performance of the services, duties and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Contractor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Contractor, and Contractor shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said persons.

Contractor shall comply with all regulations regarding employees, and Contractor shall pay and/or contribute its required share as the employer of said persons. Contractor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

13. HOLD HARMLESS CLAUSE

The Contractor shall hold harmless and indemnify the District and the Board, its officers and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.

- b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
- c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.
- d. The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

13. INSURANCE:

A MINIMUM REQUIREMENTS Contractor shall, at its expense, procure and maintain for the duration of the order, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this order by the Seller, its officials, officers, employees, agents, subcontractors, volunteers or persons otherwise under contract to Seller. Such insurance shall meet at least the following minimum levels of coverage:

- (1) Minimum Scope of Insurance Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the profession.
- (2) Minimum Limits of Insurance Contractor shall maintain limits no less than: (1) *General liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this order or the general aggregate limit shall be twice the required occurrence limit; (2) and products completed operations aggregate \$2,000,000.
- (3) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or

disease; and (4) *Professional Liability*; Not less than \$1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this order or the general aggregate limit shall be twice the required occurrence limit.

- (4) Professional Liability If the type of services performed are capable of being covered under professional liability insurance, Seller shall also procure and maintain, for a period of five (5) years following completion of the order, errors and omissions liability insurance with limits discussed in this Paragraph. This insurance shall name the Buyer, its directors, officers, employees, agents and volunteers as additional and insureds with respect to services performed, and shall otherwise comply with all requirements of this Paragraph.

B Insurance Endorsements The insurance policies shall contain the following provisions, or Seller shall provide endorsements on forms approved by the Buyer to add the following provisions to the insurance policies:

- (1) General Liability The general liability policy shall be endorsed to state that: (1) the Buyer, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Seller, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Buyer, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Seller's scheduled underlying coverage. Any insurance or self-insurance maintained by the Buyer, its directors, officials, officers, employees, agents and volunteers shall be excess of the Seller's insurance and shall not be called upon to contribute with it.
- (2) Automobile Liability The automobile liability policy shall be endorsed to state that: (1) the Buyer, its directors, officials, officers, employees agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Seller or for which the Seller is responsible; and (2) the insurance coverage shall be primary insurance as respects the Buyer, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Seller's scheduled underlying coverage. Any insurance or self-insurance maintained by the Buyer, its directors, officials, officers, employees, agents and volunteers shall be excess of the Seller's insurance and shall not be called upon to contribute with it.
- (3) Workers' Compensation and Employers Liability Coverage The insurer shall agree to waive all rights of subrogation against the Buyer, its directors, officials, officers, employees, agents and volunteers for losses paid under the

terms of the insurance policy which arise from work performed by the Seller. Worker's Compensation Insurance must be written with a company having a Best's rating of no less than B+VII.

(4) All Coverage Each insurance policy required by this order shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Buyer; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Buyer, its directors, officials, officers, employees, agents and volunteers.

C Separation of Insureds; No Special Limitations All insurance required by this order shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Buyer, its directors, officials, officers, employees, agents and volunteers.

D Deductibles and Self-Insurance Retention Any deductibles or self-insured retention's must be declared to and approved by the Buyer. Seller shall guarantee that, at the option of the Buyer, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Buyer, its directors, officials, officers, employees, agents and volunteers; or (2) the Seller shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

E Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating no less A:VII, licensed to do business in California, and satisfactory to the Buyer.

F Verification of Coverage If requested, Seller shall furnish Buyer with original certificates of insurance and endorsements effecting coverage required by this order on forms satisfactory to the Buyer. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms approved by the Buyer. All certificates and endorsements must be received and approved by the Buyer before the services commence. The Buyer reserves the right to require complete, certified copies of all required insurance policies, at any time.

14. INVOICES AND PAYMENTS:

All invoices must be sent to the following address below:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

ACCOUNTS PAYABLE

31315 Chaney Street

Lake Elsinore, CA 92530

(951) 674-3146 ext 6750

Email: ap@evmwd.net

All invoices submitted for payment must include the District Contract Number and related Purchase Order (P.O.) Numbers and be under the same firm name as shown on the P.O./Contract.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a “set off” against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same contractor.

15. PERMITS AND LICENSES

The Contractor and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.

16. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

17. DRUG FREE WORKPLACE

The Contractor shall maintain a drug free workplace in accordance with the California Government Code.

18. ATTORNEY FEES

If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys’ fees in such an amount as the court may adjudge reasonable. The “prevailing party” shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys’ fees. No sum for attorneys’ fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys’ fees.

19. OTHER REQUIREMENTS

Contractor will provide an effective method for communication with District personnel to request specific services or note service deficiencies.

Invoices will include billing detail by District site designation and any codes needed to expedite processing.

Quarterly written reports summarizing conditions, resolutions, and actions taken or needed shall be prepared and submitted in a format suitable to the District representative.

20. CALIFORNIA LAW

The Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. SEVERANCE

The unenforceability, invalidity, or illegality of any provision of the Agreement shall not render the other provisions of the Agreement unenforceable, invalid, or illegal.

22. ENTIRE UNDERSTANDING/HEADINGS

The Agreement sets forth the entire understanding between the parties with respect to the matters provided for herein and supersedes all prior agreements, covenants, arrangements, communications, representations or understandings, whether oral or written, by either party. Headings at the beginning of each numbered paragraph of the Agreement are solely for the convenience of the parties and are not a part of the Agreement.

23. SUCCESSORS

The Agreement shall be binding on and inure to the benefit of the parties and their successors.

24. NOTICES, DEMANDS, AND COMMUNICATIONS

Formal notices, demands, and communication to be given hereunder by either party shall be in writing and shall be delivered in person, by U.S. mail, or electronically, and shall be deemed received as of date of verifiable delivery. "Verifiable delivery" of electronic transmissions shall mean email Delivery Status Notifications and fax Transmit Confirmation Reports, or their equivalents.

Such notices, demands, or communication directed to the District shall be addressed as indicated below:

Elsinore Valley Municipal Water District
Angelo Heidt, - Purchasing Assistant
Finance Department - Purchasing 31315 Chaney Street
Lake Elsinore, CA 92530

25. TERMINATION

The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Contractor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Contractor hereby expressly waive any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination.

To the District Elsinore Valley Municipal Water District
 Purchasing Assistant
 31315 Chaney Street
 Lake Elsinore, California 92530

To the Contractor: Firm Name:

 Address:

 City State Zip:

Executed this _____ day of _____, 2013 at Lake Elsinore, California.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:
Title:

CONTRACTOR

By:
Title:

SECTION V.

A. PROPOSAL SUMMARY

Dated: _____, 2013

FIRM NAME: _____

BY: _____

ADDRESS: _____

CITY, STATE ZIP: _____

TELEPHONE: () _____

FAX: () _____

The Proposer is (Check One): Corporation
 Partnership
 Sole Proprietorship

If the Proposer is a Corporation, the proposal should be signed with the name of the Corporation by an officer authorized to execute a proposal on behalf of the Corporation. This Corporation is organized and existing under and by virtue of the Laws of the State of Federal Tax ID Number:

If the Proposer is a Partnership, the proposal should be signed with the name of the partnership by one of the partners. Federal Tax ID Number: _____.

If the Proposer is unincorporated and a Sole Proprietorship, the proposal should be signed with the name of the Sole Proprietor by that person.
Social Security Number: _____.

B. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM

Proposer (Firm's) Name: _____

Subcontractor/Supplier: _____

Proposer **must** provide the following information for itself and any subcontractor(s) to the proposal. This information is required to avoid any conflict of interest regarding the Board of Director's ability to take any action regarding approval of any contract awards. Please disclose all information and use additional sheets if necessary.

1. Name of Proposer (Contractor/Prime)

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Partners/Officers/Stockholders

Parent Company (if any)

Partners/Officers/Stockholders

Subsidiaries (if any)

Partners/Officers/Stockholders

2. Name of Subcontractor No. 1

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Name of Subcontractor No. 2

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

Name of Subcontractor No. 3

Principal/Contractor _____
Contact Name and Telephone No.

Partners/Officers/Stockholders

B. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM - continued

A. CONFLICT OF INTEREST

1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the District shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.
2. Contractor agrees that, for the term of the Contract, no member, officer, or employee of the District, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising therefrom as prohibited by Government Code § 1090 and 87100.
3. The employment by Contractor of personnel on the payroll of the District for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the District payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related Contract with the District, is also prohibited.
4. Neither the Contractor nor its employees nor its Subcontractors or their employees shall give or offer to give any campaign contribution to any member of the District in violation of Government Code Section 84308.
5. The Contractor shall not be permitted to participate in any capacity in Contracts, Subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

B. COVENANT AGAINST CONTINGENT FEES

1. The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract. In addition to any rights and remedies otherwise provided for in the Contract by law, the District may deduct from the Total Contract Price or considerations, or otherwise recover, the full amount of the contingent fee.

B. POSSIBLE CONFLICT OF INTEREST DISCLOSURE FORM - continued

2. "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
3. "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain District Contract(s) nor holds itself out as being able to obtain any District Contract(s) through improper influence.
4. "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing a District Contract.
5. "Improper influence", as used in this Article, means any influence that induces or tends to induce a District employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a District Contract on any basis other than the merits of the matter.

THIS SPACE LEFT INTENTIONALLY BLANK

C. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____ being first duly sworn, deposes and says that I
(Typed or Printed Name)

am the _____ of _____, the party
(Title) (Proposer Name)

submitting the foregoing Proposal (the "Proposer"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

- 1.01 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Proposal is genuine and not collusive or sham.
- 1.03 The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal, or to refrain from proposing.
- 1.04 The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other Proposer, or to fix any overhead, profit or cost element of the proposal price or that of any other Proposer, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Proposal and related documents are true.

The Proposer has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed this ____ day of _____, 20____ at _____

(City, County and State)

C. NON-COLLUSION AFFIDAVIT - (continued)

NON-COLLUSION AFFIDAVIT

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____	_____
Signature	(Address)
_____	_____
Name Printed or Typed	(City, County and State)
	()

	(Area Code and Telephone Number)

D. PROPOSAL FORM

Submitted herewith is our proposal for Public Education Outreach Services for the Elsinore Valley Municipal Water District.

FEE SCHEDULE

Contractor shall indicate in detail in the space provided on this form their compensation fee schedule to include the type of structure and fees required under the contract.

Total cost of project Not-to-exceed \$ _____

Name of Firm:

By:

Title:

Date:

E. STATEMENT OF QUALIFICATIONS

A. The name, mailing address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract.

B. Location of offices that will complete the service, the date the firm was established, number of years in service and number of employees.

C. A list of five (5) references, all of which have been clients of the firm within the last two (2) years and for whom services provided were similar in nature.

D. Ability to provide proof of securities as requested by EVMWD if applicable.

Yes _____ No _____

Name of Firm:

By:

Title:

Date:

Odwyerpr.com

SECTION VI. APPENDIX

Elsinore Valley Municipal Water District
Purchasing Department
31315 Chaney Street
Lake Elsinore, CA 92530

Bid No.: 140037

Date of Proposal Opening: April 30, 2014

“NO-BID” RESPONSE FORM

IT IS NOT NECESSARY FOR THE PROPOSER WHO IS SUBMITTING A PROPOSAL FOR THE PRODUCTS AND/OR SERVICES SPECIFIED HEREIN, TO RETURN THIS FORM.

The ELSINORE VALLEY MUNICIPAL WATER DISTRICT is committed to programs and policies that will result in the procurement of supplies, equipment and services that meet the quality standards required by our organization and support facilities at the lowest possible cost.

An important aspect of achieving this goal is to promote competitive bidding among the largest number of qualified proposers as possible. However, in instances where the proposer fails to respond, or notify the Purchasing Department of their future intentions, the preparation and processing of the proposal request package represents an unnecessary expense to the District. Feedback from the proposer is encouraged. Reasons for not bidding are evaluated with the intention of improving future solicitations for this commodity or service, thereby encouraging and expanding the field of competition.

All proposers who respond with a “No Bid” response, are requested to provide the information requested below and return this form, in time for the proposal opening. FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN BEING DROPPED FROM OUR BIDDER’S LIST FOR THE PRODUCT(S) AND/OR SERVICES SPECIFIED BELOW.

REASONS FOR NOT BIDDING AT THIS TIME: (Attach additional page if necessary)

DO YOU WISH TO RECEIVE BID REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? YES NO*

*If this option is selected, the proposer must forward a written request to the Procurement Department for reinstatement.

PROPOSER’S (FIRM) INFORMATION:

NAME: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

DATE: _____ PHONE: _____ FAX: _____