



**Municipal Water District of Orange County**

**REQUEST FOR PROPOSALS**

**for**

**Professional Services**

**for a**

**Web Based Rebate Processing and  
Databasing Platform  
RFP No. WUE20-2009**

**Proposals Due: October 9, 2020**

Questions for clarification by email only  
are due by: September 29, 2020

Proposals will be received until October 9, 2020  
The Municipal Water District of Orange County  
18700 Ward Street, Fountain Valley, CA 92708  
P.O. Box 20895, Fountain Valley, CA. 92728

# Contents

I.	Introduction	4
1.	Who We Are	4
2.	Background	4
2.1	Existing Platform Process	5
2.2	Operational and Fiscal Oversight	8
2.3	Existing Program Participation	10
II.	Scope of Services	11
1.	Task 1 - Consultant Project Management	11
1.1	Project Meetings	11
1.2	Training Workshops	11
1.3	Invoice Submittal	12
2.	Task 2 - Platform Development	12
2.1	Platform Requirements	12
2.2	Program Steps	13
2.2.1	Initial Landing Page	13
2.2.2	Application Submittal	14
2.2.3	Application Review	14
2.2.4	Pre-Installation Work Order Generation and Distribution	15
2.2.5	Pre-Installation Inspection	15
2.2.6	Letter to Proceed	15
2.2.7	Turf Removal/Spray to Drip Project Installation and Completion Notification	15
2.2.8	Post-Installation Work Order Generation and Distribution	16
2.2.9	Post-installation Inspection	16
2.2.10	Application Approval	16
2.2.11	MWDOC Board Approval	16
2.2.12	Rebate Check Run	17
2.2.13	MWD and Member Agency Invoicing	17
2.2.14	Report Generation	17
2.3	Current Active Applications	17
3.	Task 3 - Quality Control Measures	18
4.	Task 4 - Platform Expansion	18
III.	Proposal Submittal	19
1.	Information to Be Submitted	19
1.1	Instructions	19
1.2	Content Description	2
1.2.1	Technical Proposal – Approach, 32 pages max	2
1.2.2	Schedule- 2 pages max	2
1.2.3	Budget Narrative and Fee Schedule – 2 pages max	2
1.2.4	Team – 5 pages max	3
1.2.5	References – 4 pages max	3
1.2.6	Conflict of Interest – 1 page	3

2.	Request for Clarification	3
3.	Award of Contract	3
3.1	Consultant Contract	4
3.2	Consultant Procurement Schedule	4
3.3	Selection Process and Other Instructions/Limitations	4
IV.	Attachment 1: Example Agreement	6
V.	Attachment 2: Example TRRP Dataset	21

# **I. Introduction**

## **1. Who We Are**

The Municipal Water District of Orange County (MWDOC) is a public agency, formed by Orange County voters in 1951 under the Municipal Water District Act of 1911. MWDOC'S mission is to provide reliable, high-quality water supplies from Metropolitan Water District of Southern California (MWD) and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for all of Orange County. MWDOC provides wholesale water service to 29 retail member agencies. The population served is approximately 2 million consumers in a 600 square mile area. Its efforts are focused on sound planning and appropriate investment in water supply reliability, regional delivery infrastructure, water-use-efficiency programs, and emergency preparedness.

MWDOC, headquartered in Fountain Valley, is governed by a seven-member elected Board of Directors, with each Board member representing a specific division of the County. MWDOC is a recognized leader in its water use efficiency programs. Through an innovative, multi-agency approach, MWDOC has formed partnerships with local, regional, state, and federal agencies to create award-winning multi-benefit water use efficiency programs that target all water users – residential/commercial property owners, businesses, and industrial customers.

The Turf Removal Rebate Program, the Spray to Drip Rebate Program, the Landscape Design and Landscape Maintenance Assistance Program, and Smart Irrigation Timer Rebate Program are just some of MWDOC's ongoing efforts to help maximize the efficient use of water. Please read more about these programs here: <https://www.mwdoc.com/save-water/water-use-efficiency/>. These programs are saving more than 53,870 acre feet per year.

## **2. Background**

MWDOC is seeking an established Webpage/Software/Database Developer (Consultant) to adapt our existing Platform or develop a new Water Use Efficiency Program Web Based Participant Rebate Processing and Databasing Platform ("Platform") for MWDOC's Turf Removal Rebate Program, Spray to Drip Rebate Program ("TRRP," "S2D," or collectively the "Programs"). MWDOC's Programs have operated since 2010 with the highest levels of controls and accountability. The Programs were created as a result of the Metropolitan Water District of Southern California's Member Agency Program Advisory Committee's evaluation on the efficacy of such a program in Southern California. The Programs aim to increase water use efficiency by incentivizing Orange County property owners to replace water-intensive ornamental turf grass with California Friendly landscapes, as well as replace their traditional over-head spray sprinkler systems with drip irrigation.

A subset of the TRRP is the Landscape Design Assistance Program (LDAP) and Landscape Maintenance Program (LMAP), both of which are managed through the current MWDOC Platform. Here is the Droplet platform from a customer facing perspective: <https://mwdoc.dropletportal.com/rebate/start>. It is encouraged that Consultant log into the current Platform and navigate through to the end as if you were an actual applicant. Notifying MWDOC prior to starting is required.

MWDOC invites your firm to submit a proposal for RFP No. WUE20-2009 to provide professional services for the development and delivery and/or the continuation of the current MWDOC Platform. The selected Consultant shall have demonstrated capabilities and experience in the fields of

webpage/software/database development to provide a web-based Platform which includes a multiple entry public-facing online program registration/application portal, and a private-facing MWDOC staff, retail water agency administrative, and third-party inspection vendor portal to enable the program administrator (MWDOC) to track participation, communicate with participants, approve applications through a streamlined user interface, and access all captured data through organize data tables, as well as other fields relevant to this work. The Consultant will be able to, on an ongoing basis over the term of the agreement, modify the Platform as directed by MWDOC staff, and be flexible and responsive to the changing needs of the Programs. The term of the agreement will be an initial 3 year agreement with the ability to add one year change orders for a total of 5 years as the maximum term.

## **2.1 Existing Platform Process**

The current MWDOC Platform process involves input from several parties in order for a participant to satisfy all Program requirements and ultimately receive a rebate check. Customers initiate the process by submitting an on-line application for TRRP and/or S2D, which triggers procedural steps involving various MWDOC Program Partners, including Water Use Efficiency (WUE) staff, the mailing department, accounting staff, the finance department, MWDOC member agency staff, field inspection vendors, and the MWDOC Board Administration and Finance Committee.

Administration of the Programs is carried out by MWDOC staff from various departments, who processes and evaluates individual rebate applications, distributes pre- and post-inspection site retrofit work orders, performs aerial inspections for sites where required, maintains website and other program materials, databases participation data, fields both phone and email inquiries, reviews and tallies submitted project receipts to determine overall project costs, and processes rebate checks. A combination of MWDOC staff, staff from member agencies, and/or the regional inspection vendor(s) interact directly with the existing Platform by performing mandatory pre- and post-site-retrofit project inspections and project area measurements.

The current web-based system has been in place since 2015, and allows for MWDOC staff, and other program partners to maneuver between stages of each application. Currently these stages are organized with the following titles and are detailed below:

1. Submitted application,
2. Pre-inspection assigned,
3. Pre-inspection complete,
4. Letter to Proceed email,
5. Active project stage,
6. Submitted projects,
7. Post-inspection assigned,
8. Post-inspection complete,
9. Completed project,

There are alternate sections for applications

1. On hold
2. Waitlist
3. Cancelled
4. Denied

These applications (TRRP and S2D) are split by residential (res) and commercial/industrial applications (CII). These categorizations are relevant as different rules apply to the two property types, and it is important that the Platform continue to allow for these distinctions.

Through all stages MWDOC staff is able to keep track of changes and leave comments within the Platform in a comment portal that follows each application.

On the customer end, they apply through the MWDOC website, which allows them to upload their water bill, before and after pictures of their project area, and all project installation invoices.

The current web-based platform also hosts information for outside contractors who perform landscape design and maintenance services, called LDAP/LMAP (this additional offering to the participant will need to be included in the requested new Platform). Customers who are interested in participating in these programs sign up during the TRRP application process on the MWDOC Platform website. Once the customer has moved to pre-inspection complete, the LDAP/LMAP contractor is able to access the Platform and see customers in their queue. Security protocols would need to be built in where these contractors can only see their customers. Once the LDAP/LMAP contractor provides the customer with an initial design or a maintenance plan, they then upload it to the Platform for MWDOC staff to review.

LDAP/LMAP applications are organized below:

1. Open,
2. Scheduled,
3. LDAP Closed,
4. Closed

MWDOC sees as many as 193 applications a month for TRRP (Figure 1) and 23 applications a month for S2D (Figure 2) as a response to the most recent drought. After the most recent drought, MWDOC has seen as many as 72 TRRP applications per month. MWDOC also gets as many as 24 participants a month in LDAP and 10 a month in LMAP (Figure 3). This is an average, and the successful new Platform will need to have the ability to handle with a high level of professionalism and quality standards as many monthly applications that are submitted. With the many moving parts of the Programs, MWDOC needs a streamlined management system that will continue to manage input from several MWDOC departments, member agencies, landscape vendors, inspection vendors, and customers. The Consultant will need to be able to easily incorporate feedback and desired changes. Several opportunities exist for procedural improvements in consistency, efficiency, and application-to-rebate-check processing time.

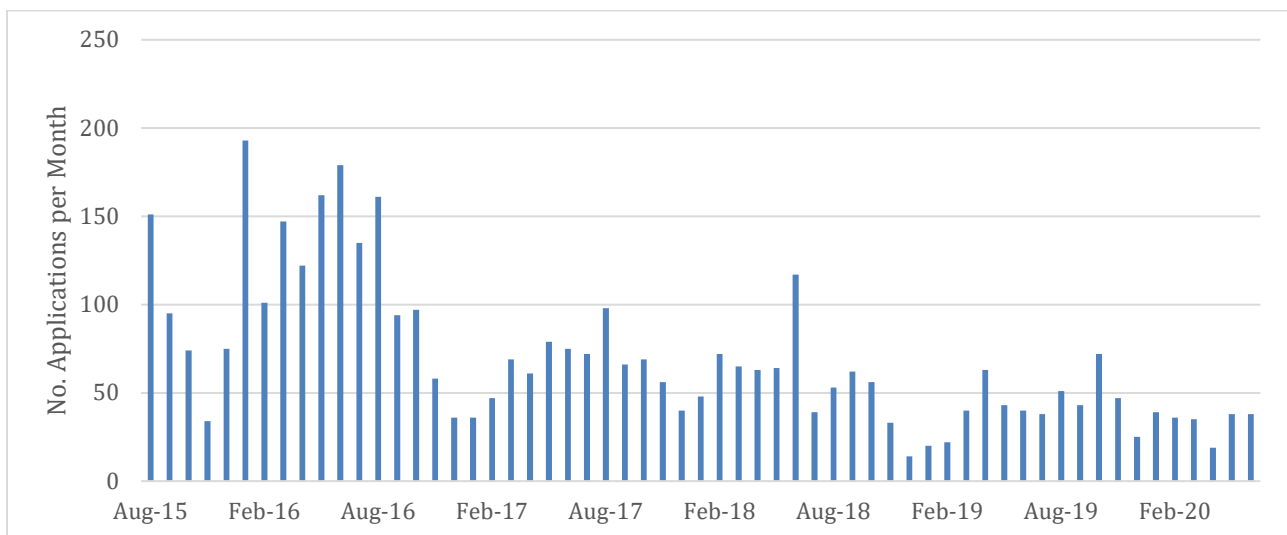


Figure 1. Number of applications received per month for TRRP.

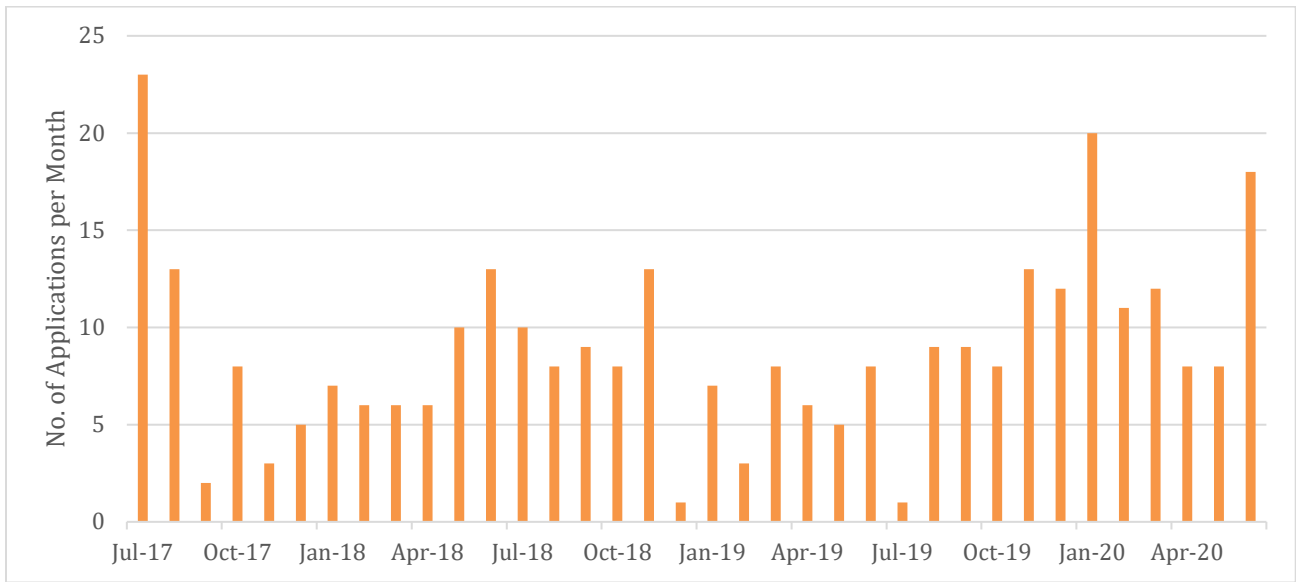


Figure 2. Number of applications per month for S2D.

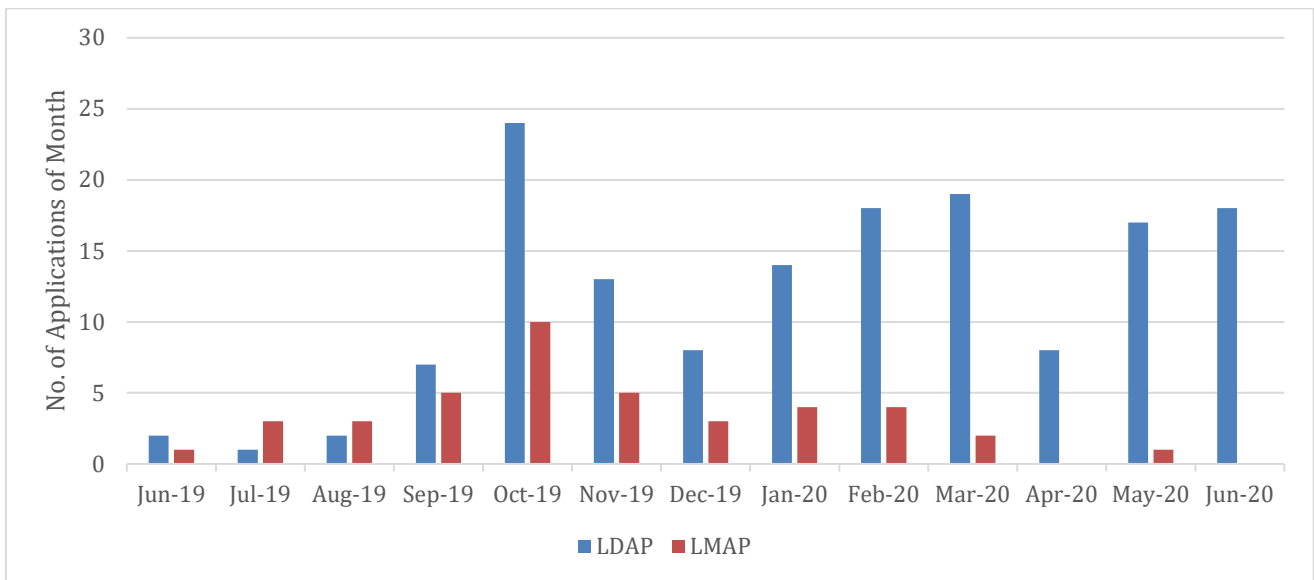


Figure 3. Number of applications received per month for LDAP and LMAP.

The MWDOC Programs process, as it currently exists, is broken down into 11 distinct steps, starting with the Customer Application Submittal and ending with MWD and Member Agency reporting/invoicing performed by MWDOC on a monthly basis. The 11 steps are listed in Table 1. Please note that Step 4a and Step 9a are optional for the applicant, not an optional step for the new Platform.

Table 1. Steps of the current Programs process.

Step	Description	Completed by
Step 1	Customer logs onto the Online Application Platform and submits their application	Customer
Step 2	Application Review	MWDOC
Step 3	Pre-Installation Inspection Work Order Generation and Distribution	MWDOC
Step 4	Pre-Installation Inspection	Water Agency or Vendor
Step 4a	Landscape Design Submittal	Landscape Vendor
Step 5	Letter to Proceed to Customer	MWDOC
Step 6	Participant Performs their Onsite Turf Removal and/or Spray to Drip Retrofits	Customer
Step 7	Post-Retrofit-Work Order Generation and Distribution	MWDOC
Step 8	Post-Retrofit-Installation Inspection	Water Agency or Vendor
Step 9	Completed Project Application Approval	MWDOC
Step 9a	Landscape Maintenance Plan Submittal	Landscape Vendor
Step 10	Rebate Check Run	MWDOC
Step 11	Metropolitan Water District and Member Agency Reporting & Invoicing	MWDOC

## 2.2 Operational and Fiscal Oversight

The current MWDOC web-based platform allows for high quality fiscal oversight with stringent quality control measures included. The rebate paid to the customer is funded from a variety of sources including State and Federal Grants, Regional Water Providers, and local Water Agencies. Financial practices to safeguard these public funds will be very thorough, with high levels of quality control and rebate process monitoring. While there is always room for improvement between steps to create a smoother and faster process for customers to receive accurate rebate checks, these essential quality control measures currently included in the program will need to continue.

These fiscal oversight and quality control Program processes your firm plans to implement is a required section in your RFP response.

Practices such as 100 percent pre- and post-retrofit-installation inspections nearly eliminate any possibility of customer fraud. In addition, an application has multiple “eyes” on it along the way, with multiple MWDOC staff scrutinizing the application at several steps throughout the rebate program process.

The robust quality measures of the current Program process are bulleted below. These steps and the attached data needs to be included in the RFP response:

- As part of the customer’s application review, each customer’s water bill (provided by customer) is checked for eligibility and pre-work order photos (provided by customer) are checked to verify site has existing, well maintained turf (customers are allowed to have dead grass due to the drought situation – turf must show signs that it was irrigated in the recent past) and other requirements.
- 100 percent of sites receive a pre-inspection. Site visits are either done in person by a third party vendor or the local water agency staff, or conducted aerially (due to recent Covid pandemic) by MWDOC staff. The in-person site visit consists of measuring square footage and communicating with the applicant about their site’s project area. The aerial inspection is performed using a combination of aerial imagery software: Google Earth, Google MyMaps, and Google Maps. This initial measurement is used to establish a rebate reservation for each customer.



- A Letter to Proceed (LTP) is sent to the customer to verify that their site has been inspected and they can proceed with their project. Currently the LTP is automatically generated, with an option for MWDOC staff to add text before sending. The customer receives and signs the LTP through DocuSign. Currently, the DocuSign account is managed through the Platform, but MWDOC staff have to access the DocuSign account through a MWDOC account.
- At the time of LTP, funding from multiple sources (State, Federal, regional, local sources) is allocated and assigned to each application. Currently, the Platform assigns multiple “funding rules,” to each application. Only certain funding rules are accessible to certain applications. Funding rules that are available for applications differ if the applications are res or CII, and the site is located in North Orange County or South Orange County. MWDOC staff needs the ability (with Consultants help) to develop and assign these funding rules at the time of LTP, and due to the ever changing source of funds, have the ability to change and add funding rules several times a year as these funding rules change.
- 100 percent of sites receive a post-inspection. Site visits are either done in person by a third party vendor or the local water agency staff, or conducted aerially by MWDOC staff. The site visit consists of measuring square footage and communicating with the applicant about their site. The aerial inspection is performed using a combination of aerial imagery software: Google Earth, Google MyMaps, and Google Maps. This post inspection is used to verify square footage of turf removal and landscape transformation.
- Following completion of the project by the customer, the post-inspection measurement is used to calculate and pay the final rebate amount. (The customer self-reported square footage is not used for rebate calculations, only for initial funding reservation). The final rebate amount cannot exceed the initial rebate reservation. Funding rules that were assigned at LTP can be changed at the time of final project approval. The requested new Platform will need to allow for this. The assigned funding rules inform the Accounting staff of how to process the rebate.
- Program staff reviews all applications, pre- and post- photos, inspection results, and customer project related receipts. Customer receipt amounts are totaled to determine eligible cost and, ultimately, the overall project cost. Rebates paid to the participant cannot exceed actual project costs as established by the project receipts. The Platform will need to have the ability for the customer to upload their receipts in a logical, comprehensive manner so they are easily reviewed.
- Three MWDOC staff (program analyst, the Water Use Efficiency Manager, and an accounting staff member) review each application, the water bill, and the project invoices. Each MWDOC Staff member reviews and signs off on every customer rebate packet within a step process. The application is not allowed to move through this individual review process until it is signed off on.

It is important to emphasize that the program follows a high level of financial and program controls, and the program operates with a high level of program integrity. The Platform developed by Consultant will adhere to these same rigorous standards, and these steps will be if possible streamlined within the selected Platform.

All of these documents need to be stored and accessible in the Platform after projects close, so that they can be reviewed at any time.

### 2.3 Existing Program Participation

As of July 23, 2020, the current Turf Removal and Spray to Drip Rebate Program database contained 4,455 (TR) and 443 (S2D) project applications, respectively. The various stages of the rebate process (Table 2 and Table 3) distributed is as follows: (1) In-progress application work orders, (2) Complete projects for which rebates had been provided, and (3) Cancelled and denied applications. Cancelled and denied, applications are also a category of applications that will need to be accounted for in the selected Platform. On-hold applications are captured under the “in-progress” category.

*Table 2. Distribution of Turf Removal project applications.*

<b>Application Status</b>	<b>Commercial</b>	<b>Residential</b>	<b>All</b>
In Progress	26	196	222
Completed	144	2,504	2,648
Cancelled/Denied	157	1,428	1,585
All	327	4,128	4,455

*Table 3. Distribution of Spray to Drip project applications.*

<b>Application Status</b>	<b>Commercial</b>	<b>Residential</b>	<b>All</b>
In Progress	9	96	105
Completed	29	80	109
Cancelled/Denied	18	211	229
All	56	387	443

*Table 4. Distribution of Landscape Design applications.*

<b>Application Status</b>	<b>Application Count</b>
In Progress	127
Completed	21
Cancelled/Denied	15
All	163

*Table 5. Distribution of Landscape Maintenance applications.*

<b>Application Status</b>	<b>Application Count</b>
In Progress	14
Completed	33
Cancelled/Denied	1
All	48

## **II. Scope of Services**

The Water Use Efficiency Programs Processing and Databasing Platform RFP Consultant response will consist of four main tasks as described below, and shall be used as the basis to produce Consultant's submitted cost structure. These four tasks are further outlined below in Section 1.1 Instructions (this section will give you instructions on the precise outline of the RFP response).

MWDOC WUE Staff will provide overall project management and coordination. The primary role of the Consultant is to develop, maintain, and improve over the 3 to 5 year term of the agreement a rebate processing Platform, provide initial training, and troubleshoot any issues that arise. The budgeted Consultant hours included in the response should reflect this objective.

Consultant response should address in detail each of the following items.

### **1. Task 1 - Consultant Project Management**

The Consultant shall provide a schedule, labor hours by these four (4) tasks, and costs to manage and conduct the project work. Consultant Project Management prior to Platform launch shall include, but not be limited to the following:

- Platform development,
- Project kick-off meetings (include meeting agendas, presentations, and minutes),
- Collection, review and import of existing Program data (for reference, Attachment 2: Example TRRP dataset)
- Monthly status meeting(s)
- Training workshop(s),
- Project launch coordination.

Ongoing (post launch) Project Management should include,

- Project meetings (when deemed necessary by MWDOC over the 3 to 5 year term of the agreement),
- Platform trouble shooting and clean up,
- Platform refinements over the 3 to 5 year term of the agreement,
- Platform expansion

#### **1.1 Project Meetings**

MWDOC and the Advisory Work Group will identify and list out any meetings (kickoff/monthly status) and/or workshops to achieve the necessary input to implement the conversion to and the successful launch and ongoing functionality of the Platform. MWDOC reserves the right to request as many progress developmental meetings as necessary for Consultant to show the progress being completed. As Project meetings may need to be conducted remotely, Consultant will have remote capabilities.

For purposes of Consultant's budgeting submittal, assume a maximum of 4 pre and post launch meetings of at least 2-hours in duration

#### **1.2 Training Workshops**

The purpose of the training workshop is to launch and use by MWDOC and the public the Rebate Processing Platform. The Consultant shall provide training to MWDOC, the retail water agencies, and TRRP and S2D inspection personnel for these meetings. For purposes of cost budgeting submittal, assume one training session with MWDOC followed by a broader, two hour, training session for those doing inspections and those who will access the web based database to track progress on application processing. As

Workshops may need to be conducted remotely, Consultant will have remote capabilities.

### **1.3 Invoice Submittal**

The Consultant shall prepare and submit accurate invoices on an agreed timeline. Accurate invoices received and approved by MWDOC by the 10<sup>th</sup> of each month are generally paid no later than the end of the following month.

Each invoice will have the appropriate backup describing work performed, hours worked, and a description of the deliverable for reimbursement. Prior to the first invoice packet submittal, Consultant will provide MWDOC with an example of Consultant's invoicing packet for approval. MWDOC reserves the right to request modifications to Consultant's invoicing packet.

## **2. Task 2 - Platform Development**

### **2.1 Platform Requirements**

In order to streamline various processes of MWDOC's current rebate processing platform, decrease processing time, increase customer satisfaction, and reduce current labor costs, MWDOC is seeking a Water Use Efficiency Program Web Based Participant Rebate Processing and Databasing Platform (Platform) to process customers applications for our TRRP and S2D Programs.

MWDOC is seeking a TRRP and S2D Program software Platform that will integrate the following categories of the TRRP/S2D processes:

- a) **Automatic Triggers:** Utilization of automatic triggers incorporated at key points along the Programs application process to send notifications via emails to customers, the inspection vendor, design and maintenance consultants, member agencies, and MWDOC staff and management. Flexibility to change messaging and the recipients of automatic triggers, regardless of program type (TRRP, S2D, LDAP/LMAP, Residential, or Commercial applicants).
- b) **Database Structure:** Utilization of a relational, single, online database (SOD) system structured efficiently for speed, size, ease of accessibility, quality control, and all security protocols to track the entire process of the application, based on a unique tracking number per application, from customer submittal through rebate payment. The single database should contain by the unique tracking number all customer documentation including, but not limited to, water bills, customer information, site pre- and post-installation photos, site plans, project invoices and customer service logs. The system will need to accommodate all file format attachments throughout all steps.
- c) **Program Portals:** Utilization of program portals for a variety of users with varying levels of interaction including (1) program management by MWDOC Water Use Efficiency staff, (2) MWDOC accounting staff, (3) member agencies, (4) inspection vendor(s), (5) landscape design and maintenances vendors, and (6) customer interaction. MWDOC staff should be able to readily view and modify all pertinent program data. MWDOC, retail water agency staff, and the inspection vendors should have easy access to customer file information, overview of open work orders, and inspection data entry. Customers should be able to securely access selected personal data elements of the process at any step in the customer's involvement. Access to program portals should be password and username protected. Currently, we can manage many different areas of what customers can see, and can also turn on and off features for different member agencies. We can update content on the customer facing website, including the program overview and resources page. For the member agencies, under each one we can waitlist or turn on and off which programs their residents can apply for (TRRP, S2D), update the point of contact, and note who performs their site inspections.

- d) **Inspection Data Entry:** Member agencies and the inspection vendors will be equipped to perform their own data entry after pre- and post-installation inspections, and these parties assume responsibility for uploading photos and project receipts into the database. The Platform will grant access to only their required locations on the Platform with all other sites protected from viewing/data entry. All such files, pre- and post-installation photos, water bills, site plans, and receipts would then be uploaded and accessible through the program portal in real-time.
- e) **Email Automation:** Automatic emails to be generated for each status report and milestone including, but not limited to, missing information alerts, inspection notifications, customer project milestones dates, customer groups, and customer documentation submittals (not intended to be a complete list) Such emails would be sent to member agencies, the inspection vendor, customers, and MWDOC staff, as appropriate.
- f) **Report Generation:** The Platform must provide for the ability to generate specific reports based on the databased information. These reports will be utilized for program activity review, water savings, rebate funding tracking, third party invoice generation, and purchase requisition queries. The Platform must have the ability to be flexible in generating all aspects of the reports, such as filtering, date ranges, organization, and final formatting customization. Our current system utilizes various fields pulled from the online application to create our reports (Attachment 2: Example TRRP Dataset).
- g) **Comment Portal:** MWDOC or agency staff will be able to add comments to the application. The comment will log the date it was submitted and by whom. Comment page would follow each application.

## **2.2 Program Steps**

The essence of the Platform software MWDOC is seeking will be comprised of the following step-wise summary of the features, which concurs with the 11 steps outlined in Part I, Section 2.1 above, and encompasses the requirements stated in (a) thru (g) above. Note, each of the following steps must be available for a single participant, a group/subgroup] of participants, or batched by MWDOC. Batching may be based on date range, retail agency, funding source, etc.

### **2.2.1 Initial Landing Page**

The landing page is a resource for all information on the Programs. It gives potential and current applications a central location to apply, find information, and access the terms and conditions. MWDOC will provide Consultant with the text of these pages during Platform development. It is suggested MWDOC have the ongoing ability to edit these pages as long as it doesn't change the functionality of the Platform. The components of these pages are,

- a) Home Page (initial landing page, starts the process)
- b) Turf Removal Information and Instructions
  - a. Program Overview
  - b. Program Eligibility
  - c. Participation Process
  - d. Program Terms and Conditions
  - e. Design Consultation Information
  - f. Maintenance Consultation Information
  - g. Application Instructions
- c) Spray to Drip Information and Instructions
  - a. Program Overview
  - b. Program Eligibility
  - c. Participation Process

- d. Program Terms and Conditions
- e. Qualified Drip List
- f. Drip Tubing Fact Sheet
- g. Example of a Drip Tubing Component Bundle
- h. Samples of Non Eligible Equipment
- i. Application Instructions
- d) Resources (varying content)
- e) Support
- f) Account Login

MWDOC staff has the ability to modify these components through the current portal.

### 2.2.2 Application Submittal

The entire application process is to be online for the customers from the point of application submittal to the final paperwork submittal and rebate check mailing status. In the case where a participant completes a paper application, MWDOC or a retail water agency should be able to input the application information on the customer's behalf. All application data would be automatically stored in the SOD, eliminating the need for multiple databases, duplicate data entry, and manual report generation. Customers would be given secure password protected access to their personal/individual portal, where they can upload needed documents, access Program information, track the progress of their application(s), and communicate with program administrators when necessary. This would streamline processes and keep workflows in a single system. Upon application submittal, customers would automatically receive multiple personalized emails stating that their application has been received, their application number, and their personal username and password.

The application needs to appear different for res customers compared to CII customers. The application also needs to have optional sign-ups for res customers to sign up for LDAP and LMAP without duplicating data entry of information.

The portal should have the capability to contain educational videos that describe the Program process and provide direction through each step of the turf removal and new landscape installation. Ideally, these videos will be required viewing as an initial step in the application process and/or where suitable along the many steps. The Platform should be able to host an initial video that the system would log as viewed before the applicant can proceed through their process.

### 2.2.3 Application Review

All application data would be stored within the SOD. Program staff would view and process all information within the confines of the SOD system; no external paperwork or processes would be required to receive and start processing an application. Each application should store before and after photos of projects, PDFs or images of water bills and site plans, and PDFs of inspection forms. Any paperwork generated during the process (example: inspection form, receipts from customers), are scanned into the system. Access to data and processing ability would be defined by MWDOC. All data for a given application(s) and project(s) would be attached to the record, including scanned copies of bills, pre- and post-construction photos submitted by the customer and/or the inspector, site plans, and customer receipts. This data must be available in easily viewed organized screens even after the project is closed.

Received applications would be evaluated. Those that are eligible would be processed forward in the system. Other applications would be denied (due to ineligibility), and others would be put on hold pending additional information submitted by participant, all with a single click of the reviewer. Regardless of the

action taken, all data stored in the system would be accessible for review or reporting at any time. Depending upon the action that is taken, a personalized email could automatically be sent to the customer informing them of the action taken or due to be taken. Staff would be able to add needed attachments and could add content to the email to explain why an application was approved, withdrawn, or put on hold pending additional information submitted by participant. Staff could also add internal notes/comments that would attach to the customer record. Applications put on Hold or Denied would be stored/moved to a section of the Platform labeled accordingly. Upon accessing the portal, the customer would be prompted to proceed to the next step in the process.

#### 2.2.4 Pre-Installation Work Order Generation and Distribution

Once an application is approved for processing by the MWDOC staff, the system would automatically trigger an email to the inspection vendor or designated member agency representative. The inspection vendor or member agency would have their own login to the portal, where they can view their assigned customers (as defined by MWDOC). The automatically generated email could have an attached work order, if necessary, for accounting. MWDOC Accounting and management would have access to the portal to view inspection results, receipts, other required documents, and Program progress. This step would be completely automated within the system.

#### 2.2.5 Pre-Installation Inspection

The inspector (vendor, member agency representative, or MWDOC staff) would log into the portal and upload the required inspection information, including square footage, photos, and any other pertinent site information received from the customer. This could be done on a tablet device while at the site or from any computer. Inspection information would immediately be available on the customer's record without any further steps. Once new information from the inspector is uploaded, the Program administrator would automatically be notified within the portal and via email, if desired. Data integrity and access to only the required steps is required.

#### 2.2.6 Letter to Proceed

Once the inspection information is uploaded into the SOD, the customer's application would be approved, denied, or put on hold with a single click by MWDOC staff. Once staff takes the appropriate action, the customer would automatically receive a personalized email notifying them of the action taken and what next steps will be taken. When the customer receives their LTP, they should get a notification in their email. The retail water agency should be notified as well via email. The customer will be able to sign their LTP electronically.

If a customer is denied, withdrawn, or put on hold, all information would be archived within the system for later viewing and analysis. Applications put into the on-hold section will have the ability to be moved out once corrections have been made. Customers could also be informed of next steps within the customer portal. The Program administrator could add content to the email explaining why the customer was approved, denied, or put on hold. If at any point the customer wants to cancel their application, they can do so from the portal, or ask MWDOC staff to cancel it for them in SOD.

#### 2.2.7 Turf Removal/Spray to Drip Project Installation and Completion Notification

Upon completion of the project, the customer would upload required information directly to their password protected personal portal. This action would automatically notify Program staff by email to conduct review of the customer's completed project.

### 2.2.8 Post-Installation Work Order Generation and Distribution

Once customer status is moved to Complete and the SOD system is triggered for post inspection, an automatic email would inform the customer that they will be contacted by the retail water agency or inspection vendor to schedule a post project inspection. An email would also automatically be sent to the inspector, and a post-work order would automatically be generated and included in the email. After being notified, the inspector would log into the system and view customer information. This step would be completely automated within the system.

### 2.2.9 Post-installation Inspection

Inspection staff would upload multiple information directly into the portal from a tablet device in the field or from a computer. All information, including photos, project receipts, and other miscellaneous information would be uploaded to the customer record. The Program administrator would be notified within the portal once the inspection is completed and, if necessary, by an automatically generated email. If documentation were incomplete, the SOD system would be triggered to email the appropriate inspection vendor or water agency staff to correct the issue.

### 2.2.10 Application Approval

All project costs and available budgets from multiple funding sources<sup>1</sup> would automatically be tracked by the system through the process. Each step will be organized into data review and input forms/screens that will populate the SOD. The process of preparing a completed project for rebate is below:

1. MWDOC staff review all submitted receipts and invoices for eligibility
2. MWDOC staff creates an audit of submitted expenses and uploads into the SOD
3. Program Analyst reviews all receipts, invoices, and invoice audit
4. Program Analyst confirms or reassigns final funding sources
5. Program Analyst submits the final project for approval
6. Program Supervisor reviews the entire application, expenses, and funding sources
7. Program Supervisor approves
8. Accounting Manager reviews all receipts, invoices, and invoice audit
9. Accounting Manager provides final approval and prepares the rebate check

At any point during this process, it is required step for the Program Analyst, Program Supervisor, or Accounting Manager to move the project forwards or backwards in the review process.

The system should also provide status reports of funding budgets remaining from all of the various sources. The program administrator would establish an initial funding source amount, start and end date information, and at the appropriate step (application, LTP, project conclusion) in assigning these funding amounts, status reports detailing the drawdown of funding amounts will be displayed within the system. Once the application is approved for issuance of a rebate, the system would automatically generate a purchase requisition.

### 2.2.11 MWDOC Board Approval

The system would be capable of generating multiple customizable report spreadsheets with all necessary information that is stored within the system. These reports would include funding amounts and sources,

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<sup>1</sup> All customers would be eligible for the base rebate. Some of the retail water agencies may apply additional funding. Base and supplemental funds for rebates may change, and the system would need to be flexible enough to accommodate this change.



and would have the ability to produce reports in a format designated by MWDOC for delivery to the MWDOC Board. Report formats and attributes of interest will vary and must be have the ability to be customizable by MWDOC.

#### 2.2.12 Rebate Check Run

Batch reports could be created for accounting staff at automatic intervals or upon request from within the system. In addition, MWDOC staff could check applications and project receipts, as well as verify and approve rebate amounts. A report could be generated and sent to Accounts Payable (in Excel or CSV format) with information in the prescribed Accounting format to generate checks. For commercial applications, the customer's W-9 would be uploaded directly into the system by the customer and attached to the customer's record. Although the system will not impact the check mailing process, the system would allow staff to enter check dates (through the import of a check date file) to be stored with the customer's record.

#### 2.2.13 MWD and Member Agency Invoicing

The system would be capable of generating multiple invoicing reports and the associated spreadsheet back-ups showing a flexible, MWDOC-defined dataset necessary to invoice MWD, member agencies, and others.

#### 2.2.14 Report Generation

The SOD system would be capable of generating multiple customizable report spreadsheets with all necessary information that is stored within the system. MWDOC Staff will be able to query all the data in the system to generate multiple variant reports. The system would also be able to provide aging reports on those participants who have exceeded their time at any of the steps along the way and be able to send automatic notices that their construction term is about to end and their reservation will be terminated if they do not request an extension. Through emails or through the generation of funding reports, the system should be able to notify MWDOC Staff of the depletion of base funds, supplemental funding by retail agency, and those funds assigned for the pre and post inspections. These reports should be generated before funds are exhausted, showing the remaining amounts at designated (and flexible) depletion percentages. Ideally the system would calculate a funding burn rate based on past usage and then notify MWDOC Staff of when, for example 30%, of funds are remaining.

### **2.3 Current Active Applications**

The Platform must be capable of being populated with information for the in-progress applications. As of July 23, 2020, in-progress project applications (n=327) represent 7% of all applications received over the life of the Program. Of the In-progress group, the projects are in various stages:

- Open work orders completed through pre-installation evaluation (approximately 77%) - these participant applications comprise steps 3 thru 6 as listed in Table 1.
- Completed through post-installation work order sent (approximately 16%) - steps 7 and 8 as listed in Table 1.
- Completed through post-installation inspection (approximately 9%) - steps 9 thru 11 as listed in Table 1.

Once up and running, the Platform will be able to continue with the application package at the current step within the process. Consultant will be available for all trouble shooting post-launch to address any issues that arise.

### **3. Task 3 - Quality Control Measures**

It is important to emphasize that MWDOC's TRRP and S2D Program follows a higher-than-standard level of financial and program controls, and the program operates with a high level of program integrity. The Platform must accommodate and have the ability to integrate for review and input the following quality control measures:

- The system should have the ability to track the date, time, and person who authorized transition from one step in the process to another.
- The system should also provide reports of budgets remaining for tracking. This should be done at the Application step, the Letter-to-Proceed point in the process as well as the Check Authorization step. A graphic illustration of remaining budgets for MWDOC and MWDOC Retail Water Agency staff to view is required. See section 2.2.14 Report Generation for more details.
- Password protection for customers, member agency staff, and MWDOC staff who are accessing the Portal or SOD.
- Ability to turn on and off features that different parties logging in can see.
- Keeping external signed documents in DocuSign.

### **4. Task 4 - Platform Expansion**

While MWDOC is seeking a software Platform to process TRRP and S2D rebates, it is anticipated that the Platform will be expanded over time. The following are areas of potential expansion:

- The software could potentially incorporate other similarly implemented rebate programs, such as smart timers, sprinkler nozzles, and landscape irrigation retrofits, as well as other elements of MWDOC's menu of conservation programs.
- For new programs, have the ability to create new applications with new questions, text, pictures, title, and format. Also, have ability to turn on/off steps (as outlined in Task 2). For any new programs, the SOD system would be capable of generating multiple customizable report spreadsheets with all necessary information that is stored within the system.

### III. Proposal Submittal

Proposals shall be submitted no later than 5:00 P.M. on Friday, October 9, 2020. Proposals must be submitted electronically to [aanTony-morr@mwdoc.com](mailto:aanTony-morr@mwdoc.com).

Proposals shall be submitted as an attachment to an email, or through a cloud sharing link, such as Dropbox.

Respondents may also send a paper copy to the Municipal Water District of Orange County office if desired.

By mail:

Attn: Andrea Antony-Morr  
Municipal Water District of Orange County  
P.O. Box 20895  
Fountain Valley, CA. 92728

Proposals will become the property of MWDOC. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under California Public Records Act (Government Code Section 6250 et seq.).

#### 1. Information to Be Submitted

##### 1.1 Instructions

The proposal must be clear and concise, well organized, and demonstrate your firm's and team's qualifications, approach, and experience for conducting this work. This Proposal's Technical Section shall be limited to 36 one-sided 8½ by 11 inch pages. Proposal's supporting tables and figures specific to this project (if needed) shall not exceed an additional 10 one-sided 8½ by 11 inch pages. The project team organizational chart, key team member resumes, representative project experience, and client references for the key team members shall not exceed an additional 10 one-sided 8½ by 11 inch pages. The total proposal length shall not exceed 47 pages. Use Arial 11 font with industry standard margins.

**The proposal must be organized in the order outlined below.**

**Use labeled tabs to separate sections.**

**Any Proposals submitted that deviate from this organization will be disqualified.**

- Signed Letter of transmittal (not counted towards page limit)
- Executive summary - (limit 1 page)
- Technical Proposal (limit 36 pages)
  - Approach (limit 32 pages)
    - Task 1 - Consultant Project Management
    - Task 2 - Platform Development
    - Task 3 - Quality Control Measures
    - Task 4 - Platform Expansion
  - Schedule (max 2 pages)
  - Budget (max 2 pages)
- Supporting Information (limit 10 pages)
  - Team (max 5 pages)
  - References (max 4 pages)
  - Conflict of Interest (max 1 page)

## **1.2 Content Description**

### **1.2.1 Technical Proposal – Approach, 32 pages max**

Detailed scope of work and methodology that comprehensively defines and describes the proposed approach to conduct the individual tasks (4). This scope of work will be used as a basis for any future contract negotiations. The scope of work will, at minimum, address the items shown in Part I “Scope of Services.” The Consultant should be efficient in their approach to this project; if it makes sense to deviate from MWDOC’s proposal, the Consultant will highlight where Consultant’s approach requires the removal of any of the Steps detailed within this RFP. The Consultant is encouraged to make recommendations that would enhance the overall project, suggest additions or deletions to the scope, or note any items that are missing from this scope that should be addressed to best achieve the primary objectives for this work. The scope of work will specifically account for information to be developed and provided by MWDOC to reduce costs.

### **1.2.2 Schedule- 2 pages max**

The schedule should be developed to list the four (4) tasks and sub-task milestones. The schedule should define the length of time to complete the task(s)/sub-task and completion date as a Gantt chart. The schedule should have three sections:

1. From Agreement signing date to Platform launch date.
2. A 1 to 3 month initial startup transition period after the launch date. MWDOC will need to agree to when this period ends.
3. A yearly maintenance period where Platform improvements or Platform Enhancements will take place.

Assurances should be given of the firm’s ability to staff and complete all work, considering the firm’s current and planned workload to meet the following schedule:

- Enter into agreement with MWDOC after the selection committee decision is made and MWDOC Board approval, depending on the final scope, cost of this work, and availability of funds.
- Negotiation and execution of the MWDOC/Consultant agreement (sample attached) will follow as soon as possible after Board approval.
- Turf Removal Rebate Program Online Portal launch, backed up by the Platform database, as soon as possible, to be identified by Consultant within schedule section of the proposal

The schedule should also reflect coordination items, any critical path issues, and allowance for MWDOC to review and comment. For more information, refer to Part III, Section 2.

### **1.2.3 Budget Narrative and Fee Schedule – 2 pages max**

The Consultant shall provide in the proposal an analysis of the estimated hours that each project team member, including any sub-contractors, will contribute for the individual tasks (4) depicted in the scope of work (Part II – Scope of Services). The Consultant shall also separately identify costs of all sub-contractors. The Consultant shall briefly explain why their task allocation of labor hours and costs provides the most effective use of budgeted funds to meet the objectives of this effort. The Consultant may recommend areas where the scope of work can be reduced/alterd to keep the project within a condensed budget or timeframe.

At the conclusion of the Budget Narrative, Consultant will describe Consultants Fee Structure as follows:

- A monthly cost detailed by activity and then subtotaled for each month. This will be for the Platform Development from Agreement signing up to Platform launch.

- From the point of Program launch going forward, Consultant will identify a yearly fee structure across the 3 to 5 year Term of the Agreement as follows:
  - Year 1 – Yearly fee prorated minus the monthly Platform Development period total
  - Year 2-5 – Yearly subscription fee covering all Consultant costs
- MWDOC will pay, on a yearly basis, for any ongoing Platform improvements or Expansions within the 3 to 5 year term of the Agreement.

Fee schedule should look like this:

- Platform Development period – Monthly totals and a grand total for the total amount of months Consultant has identified it will take Consultant to develop the Platform
- Year 1 is the yearly fee for Consultant’s cost minus the total amount identified for the Platform Development Period.
- The yearly fee for years 2-5. One fee covering the entire 12-months.

All three (3) periods must be within the Agreements Term (3 to 5 years).

Consultants Fee Schedule will be an integral part of the Proposal review and selection process.

#### 1.2.4 Team – 5 pages max

Provide descriptions of key qualifications, specific experience, and capabilities of the team to work on the Platform. Designated team members that are directly relevant to the scope of work should be listed by name and title. Include a schedule showing team member task hours and the percentage of time each member will contribute to the project by task. Key personnel assigned to the project shall not be reassigned without prior MWDOC written approval.

#### 1.2.5 References – 4 pages max

Provide descriptions of the project team’s past record of performance on similar projects for which your firm has provided services. Include a concise summary of such factors as control of costs, quality of work, and ability to meet schedules. Include a minimum of three client references, which may be contacted by MWDOC, for similar work conducted by the Consultant team, including URL addresses to see the visual examples.

#### 1.2.6 Conflict of Interest – 1 page

Provide documentation that personal or organizational conflicts of interest prohibited by law do not exist.

## **2. Request for Clarification**

Firms requesting clarification pertaining to this RFP must submit all requests by **September 29, 2020** to Andrea Antony-Morr, at [aantony-morr@mwdoc.com](mailto:aantony-morr@mwdoc.com). Request for clarification through email must include the following subject line: **RFP No. WUE20-2009 Request for Clarification**. Only email submittals will be addressed by MWDOC. Voicemail requests for clarification will not receive a follow-up response. MWDOC reserves the right to exercise its option not to answer questions related to this RFP.

## **3. Award of Contract**

After a Respondent is selected by the RFP review panel, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by MWDOC. It is anticipated MWDOC would enter into a 3 year initial agreement (with an option to extend annually up to 5 years) with the successful Respondent.

### **3.1 Consultant Contract**

A sample copy of MWDOC's professional services agreement is attached (Section IV. Attachment 1). **Please state in your proposal (Executive Summary) your willingness to accept the agreement terms and conditions.** If you require any changes, please include in your proposal any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.

### **3.2 Consultant Procurement Schedule**

The anticipated schedule for procurement of the consultant is shown below:

- |                                    |                                |
|------------------------------------|--------------------------------|
| ● Release of RFP                   | September 18, 2020             |
| ● Proposal Due Date and Time       | October 9, 2020 by 5:00 pm     |
| ● Clarifying Question Due Date     | September 29, 2020             |
| ● Clarifying Questions Answered By | October 2, 2020                |
| ● Committee Review Selection By    | October 30, 2020               |
| ● Interviews (if needed)           | TBD                            |
| ● Agreement Scope Development By   | November 2 – November 20, 2020 |
| ● Award by MWDOC Board             | December 17, 2020              |
| ● Execute Agreement                | December 31, 2020              |

The agreement documents (two sets for execution, unsigned by MWDOC) will be sent out within a day of the contract award for execution by the consultant and then by MWDOC. A Letter to Proceed will be issued at that time.

### **3.3 Selection Process and Other Instructions/Limitations**

A Selection Panel consisting of representatives from MWDOC and other water agency staff will review the Proposals and consider the following factors to select the most qualified firm/team:

- Completeness of proposal
- Understanding and approach to the work
- Quality of the task descriptions to undertake the scope of work
- Team and project manager experience in similar projects
- Professional qualifications of the team
- Firm resources and capabilities
- Quality of previous work performed as indicated by letters of reference and reference examples
- Demonstrated ability to manage and conduct the work within the agreed upon budget and schedule
- Cost of services (Budget/Fee Schedule) and effort proposed to meet the objectives of this work

The Selection Panel will review all written proposals considering the above factors and, prior to approval by the MWDOC Board, may hold interviews with selected respondents. During the consultant selection process, the Selection Panel may contact one or more Respondents to obtain additional information, and may contact recent clients. Interviews, if needed, will be scheduled to be held one week after receipt of the proposals.

Based upon this process, the Selection Panel will recommend a firm to the MWDOC's Board of Directors for award of this work. The selected firm must be able to begin work immediately upon award and must be able to maintain the required level of effort to perform the work on-schedule.

This request does not commit MWDOC to retain any Consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project. MWDOC reserves the right to reject any or all proposals and to negotiate with any qualified applicant.

## IV. Attachment 1: Example Agreement

### STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated \_\_\_\_\_, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**" for \_\_\_\_\_ hereinafter referred to as "**SERVICES**."<sup>2</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

#### I. PURPOSE AND SCOPE OF WORK

##### A. Consulting Work

**DISTRICT** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

##### B. Independent Contractor

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

**CONSULTANT** represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

##### C. Changes in Scope of Work

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<sup>2</sup> Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.



If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

**II. TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

**III. BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

**A. Budgeted Amount for SERVICES**

**CONSULTANT** is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

**B. Fees**

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

**C. Notification Clause**

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

**Notices shall be made as follows:**

Municipal Water District of Orange County  
Name:  
Title:  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

Company  
Contact Name:  
Title:  
Address:  
City, State, Zip:

**D. Billing and Payment**

**CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

**DISTRICT** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

**E. Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

**IV. DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

**V. TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

**VI. INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

**A. Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT**. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

**B. Professional Liability Insurance**

**CONSULTANT** shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

**C. Other Insurance**

**CONSULTANT** will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

**D. Expiration of Coverage**

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

**INDEMNIFICATION**

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

**CONSULTANT** shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall immediately reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

## **VII. FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **VIII. PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

## **IX. LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, **unless agreed upon and listed in Exhibit "B"**.

## **X. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of

**DISTRICT.** Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

**C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

**XI. OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

**CONSULTANT** hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT** or **DISTRICT's** designee reasonably requests to establish and perfect the rights assigned to **DISTRICT** or its designee under this provision.

**XII. EQUAL OPPORTUNITY**

**DISTRICT** is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

**XIII. INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

**XIV. ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

**XV. JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

**[For Agreements funded in whole or part by State grants, include the following provision XVI.]**

**XVI. DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE**

By signing this Agreement, **CONSULTANT** hereby certifies under penalty of perjury under the laws of the State of California compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a) (2), to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. The **CONSULTANT's** policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:
  - i. Will receive a copy of the **CONSULTANT's** drug-free policy statement, and
  - ii. Will agree to abide by terms of the **CONSULTANT's** statement as a condition of employment.
- d. This Agreement may be subject to suspension of payments or termination, or both, and the **CONSULTANT** may be subject to debarment if the **DISTRICT** determines that:

- i. CONSULTANT has made a false certification, or;
- ii. CONSULTANT violates the certification by failing to carry out the requirements noted above.



**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**APPROVED BY:**

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Robert Hunter, General Manager  
Municipal Water District of Orange County  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708  
(714) 963-3058

Name:  
Address:  
Phone:  
Tax I.D. #

**Internal Use Only:**

Program No. \_\_\_\_\_

Line Item: \_\_\_\_\_

Funding Year: \_\_\_\_\_

Contract Amt.: \_\_\_\_\_

Purchase Order # \_\_\_\_\_

**EXHIBIT "A"**

<b>ETHICS POLICY</b>	<b>§7100-§7111</b>
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**§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

**§7101 RESPONSIBILITIES OF BOARD MEMBERS**

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

**§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES**

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

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Motion - 1/17/96;

**§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

#### **§7104 GIFTS**

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.\*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.\*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.\*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

\* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

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Motion - 1/17/96;

### **§7105 PERSONS OR COMPANIES REPORTING GIFTS**

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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Motion - 7/21/93; Motion - 8/18/93;

### **§7106 USE OF CONFIDENTIAL INFORMATION**

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

### **§7107 POLITICAL ACTIVITIES**

Employees are free to endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC.

### **§7108 IMPROPER ACTIVITIES**

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

### **§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS**

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the General Manager for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination. If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action.

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Motion - 1/17/96;

## **§7110 VIOLATION OF POLICY -- DIRECTORS**

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

## **§7111 PERIODIC REVIEW OF CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

During the first quarter of the year immediately following an election (every two years), the Board shall meet to review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct.

***Please note*** If using Consultant’s proposal as Exhibit “B” please attach the proposal or or complete the standard Exhibit “B” Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

**EXHIBIT "B"**

**SCOPE OF WORK, TERMS OF AGREEMENT  
AND TERMS AND CONDITIONS FOR BILLING**

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
--

1. Term – Commencement (Insert Date) \_\_\_\_\_ Termination (Insert Date)
2. Fees/Rates to be billed - \$
3. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed \$\_\_\_\_\_. **CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**

Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.

4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “ )
5. Consultant Representative:

V. Attachment 2: Example TRRP Dataset

Headers	Header Description	Example Data	Example Data	Example Data	Example Data	Example Data	Example Data	Example Data	Example Data	Example Data	Example Data	Example Data
<b>program_name</b>	name of the program (turf removal)	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program	Turf Removal Program
<b>project_id</b>	number generated by Droplet at the time the application is created. Last 5 numbers of the application tracking number	10001	10002	10003	10004	10005	10006	10007	10008	10009	10010	10011
<b>submitted</b>	date application is submitted	7/9/2015	7/9/2015	7/9/2015	5/13/2017	7/13/2017	3/27/2019	8/18/2019	9/13/2019	11/6/2019	2/28/2020	7/23/2020
<b>status</b>	detailed description of what step of the process the application is in (i.e. submitted application, pre-inspection assigned, LTP sent, project review, etc)	Cancelled	Closed	Denied	Pre-inspection complete	Active project	Pre-inspection assigned	Project review	LTP Sent	Post-inspection complete	Post-inspection assigned	Submitted application
<b>stage</b>	broader category; active or not. Active could be any status in the process	Application	Closed	Application	Application	Project	Approved	Review	Approved	Review	Review	Application
<b>application_tracking_number</b>	number generated by Droplet at the time the application is created. The first two numbers after TR refer to the FY (i.e. TR 13 is FY 19/20, TR 14 is FY 20/21). In previous years, the TR# could refer to apps received after a program change	TR7-LH-00000-00000	TR7-SJC-00001-00001	TR7-SOCO-00002-00002	TR8-R-HB-00003-00003	TR11-R-IRWD-00004-00004	TR12-C-SC-00005-00005	TR12-R-HB-00006-00006	TR13-C-IRWD-00007-00007	TR13-R-TUST-00008-00008	TR13-R-ETWD-00009-00009	TR13-R-SM-00010-00010
<b>account_type</b>	residential or commercial application	Residential	Commercial	Residential	Residential	Residential	Commercial	Residential	Commercial	Residential	Residential	Residential
<b>site_type</b>	basic description of the site: SFR, HOA, etc.	Single family home	HOA	Single family home	Single family home	Single family home	Condo	Single family home	Public space	Single family home	Single family home	Single family home
<b>user_type</b>	the type of user who filled out the application; not necessarily the property owner, could be landscaper, etc.	Property owner	Contractor	Property owner	Property owner	Property owner	Property owner	Property owner	Property owner	Property owner	Property owner	Property owner
<b>contact_first</b>	contact for the application first name	John	Joe	Joan	Jess	Jane	Jessie	Jeff	Jon	Joey	Joanna	Janice
<b>contact_last</b>	contact for the application last name	Doe	Doe	Doe	Doe	Doe	Doe	Doe	Doe	Doe	Doe	Doe
<b>contact_email</b>	contact email address	jdoe@email.com	joedoe@email.com	joandoe@email.com	jessdoe@email.com	janedoe@email.com	jessiedoe@email.com	jeffdoe@email.com	jondoe@email.com	joeydoe@email.com	joannadoe@email.com	janicedoe@email.com
<b>contact_ac</b>	contact area code	562	760	949	714	541	949	562	949	714	949	949
<b>contact_phone</b>	contact phone number	555-5550	555-5551	555-5552	555-5553	555-5554	555-5555	555-5556	555-5557	555-5558	555-5559	555-5560
<b>contact_ac_alt</b>	alternate contact area code		760				949	714			949	858
<b>contact_phone_alt</b>	alternate contact phone number		555-5551				555-5555	555-5556			555-5559	555-5560

<b>agency</b>	retail water agency of applicant	City of La Habra	City of San Juan Capistrano	South Coast Water District	City of Huntington Beach	Irvine Ranch Water District	City of San Clemente	City of Huntington Beach	Irvine Ranch Water District	City of Tustin	El Toro Water District	Santa Margarita Water District
<b>account_first</b>	water account holder first name	John	Cool Town HOA	Joan	Jess	Jane	Cool City HOA	Jeff	City Center	Joey	Joanna	Janice
<b>account_last</b>	water account holder last name	Doe		Doe	Doe	Doe		Doe		Doe	Doe	Doe
<b>account_number</b>	water account number	12345678	12345679	12345680	12345681	12345682	12345683	12345684	12345685	12345686	12345687	12345688
<b>site_name</b>	name of property if applicable (CI only)						Cool City HOA		City Center			
<b>site_contact_first</b>	site contact first name	John	Jim	Joan	Jessie	Jane	Jessie	Jeff	Jon	Joey	Joanna	Janice
<b>site_contact_last</b>	site contact last name	Doe	Lopez	Doe	Doe	Doe	Doe	Doe	Doe	Doe	Doe	Doe
<b>site_address</b>	site address	123 Street Ave	125 Street Ave	126 Street Ave	121 Street Ave	124 Street Ave	122 Street Ave	120 Street Ave	127 Street Ave	129 Street Ave	128 Street Ave	130 Street Ave
<b>site_address_2</b>	site address optional second line											
<b>site_city</b>	site city	La Habra	San Juan Capistrano	Dana Point	Huntington beach	Irvine	San Clemente	huntington beach	Irvine	Santa Ana	mission viejo	Trabuco Canyon
<b>site_state</b>	site state	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA
<b>site_zip</b>	site zip code	90631	92675	92629	92647	92603	92672	92649	92623	92705	92691	92679
<b>site_apn</b>	site APN (not required)											
<b>turf_location</b>	location of turf (front yard, back yard, side yard, etc)	Front yard	Other	Front yard	Front yard	Back yard	Back yard	Front yard, Back yard, Side yard	Front yard	Front yard	Front yard	Back yard
<b>sf_requested</b>	square foot requested at time of application	832	13725	800	500	900	5400	1550	20000	1000	500	686
<b>proposed_synthetic</b>	any synthetic turf in their site plan (options include no, yes some, or yes all, unknown, or square footage) (if an applicant marks anything other than no, we reach out to let them know synthetic is not available for rebate)	No	No	Yes - all	Yes - all	Yes - all	No	No	No	Unknown	No	Yes - all
<b>irrigation_type</b>	current irrigation type	Automatic Sprinklers	Automatic Sprinklers	Automatic Sprinklers	Manual sprinklers	Automatic sprinklers	Manual sprinklers	Other	Automatic sprinklers	Automatic sprinklers	Automatic sprinklers	Automatic sprinklers
<b>controller_type</b>	current irrigation controller	Time-based controller	Smart Timer (weather-based irrigation controller)	Time-based controller	None	Time-based controller	None	Time-based controller	Smart timer (weather-based irrigation controller)	Time-based controller	Time-based controller	Smart timer (weather-based irrigation controller)
<b>state_of_turf</b>	state of turf (all healthy, some dead, etc)	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green	Turf is green
<b>using_recycled</b>	is the site using recycled water	No	No	No	No	Unsure	No	No	Yes	No	Unsure	No
<b>using_landscaper</b>	is the site using a landscaper		Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>payee_first</b>	first name of the person the rebate check will be made out to, should match the name on the water bill	John	Cool Town HOA LLC	Joan	Jess	Jane	Cool City HOA LLC	Jeff	Jon	Joey	Joanna	Janice
<b>payee_last</b>	last name of the person the rebate check will be made out to	Doe		Doe	Doe	Doe		Doe	Doe	Doe	Doe	Doe
<b>payee_ac</b>	area code of the person the rebate check will be made out to	562	760	949	714	541	949	714	949	714	949	949
<b>payee_phone</b>	phone number of the person the rebate check will be made out to	555-5555	555-5555	555-5555	555-5555	555-5555	555-5555	555-5555	555-5555	555-5555	555-5555	555-5555
	email address of the person the rebate check will be made out to										joannadoe@email.co	



<b>payee_email</b>	to	jdoe@email.com	joedoe@email.com	joandoe@email.com	jessdoe@email.com	janedoe@email.com	jessiedoe@email.com	jeffdoe@email.com	jondoe@email.com	joeydoe@email.com	m	janicedoe@email.com
<b>payee_address</b>	address of the person the rebate check will be made out to	123 Street Ave	125 Street Ave	126 Street Ave	121 Street Ave	124 Street Ave	122 Street Ave	120 Street Ave	127 Street Ave	129 Street Ave	128 Street Ave	130 Street Ave
<b>payee_address_2</b>	optional second address line of the person the rebate check will be made out to					Doe						
<b>payee_city</b>	city of the person the rebate check will be made out to	La Habra	Santa Ana	Dana Point	Huntington beach	IRVINE	San Clemente	huntington beach	Irvine	Santa Ana	mission viejo	Trabuco Canyon
<b>payee_state</b>	state of the person the rebate check will be made out to	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA
<b>payee_zip</b>	zip code of the person the rebate check will be made out to	90631	92705	92629	92647	92603	92672	92649	92618	92705	92691	92679
<b>pre_date</b>	date of pre-inspection		1/18/2016	12/29/2015	5/30/2017	7/31/2017		10/14/2019	12/20/2019	11/15/2019	3/9/2020	
<b>pre_company</b>	organization performing the pre-inspection (MWDOC notes aerial inspection)	La Habra	San Juan Capistrano	South Coast Water District	MWDOC	Irvine Ranch Water District	Mission Resource Conservation District	City of Huntington Beach	Waterwise Consulting	City of Tustin	El Toro Water District	
<b>pre_sf</b>	pre-inspection square footage listed on pre-inspection form	0	13725	0	500	761	0	956	18369	1369	756	0
<b>pre_sf_synthetic_proposed</b>	pre-inspection square footage listed on pre-inspection form for synthetic turf applications (not currently used)	0	0	0	0	740	0	0	0	0	0	0
<b>pre_by</b>	name of inspector performing pre-inspection (MWDOC staff notes aerial inspection)		elux	Jonathan Barnes	None	Melody Seesangrit		Laurie Hill	Peter van Daalen Wetters	alex waite	Robert Hazzard	
<b>ltp_submitted_date</b>	date the LTP is submitted		1/18/2016			8/9/2017		10/22/2019	1/7/2020	1/17/2020	6/19/2020	
<b>ltp_sf</b>	square footage listed on LTP	0	13725	0	0	761	0	956	18369	1369	756	0
<b>ltp_synthetic</b>	square footage listed on LTP for synthetic turf applications (not currently used)	0	0	0	0	740	0	0	0	0	0	0
<b>ltp_accepted_date</b>	date the customer signs the LTP		1/19/2016			6/16/2020		12/21/2019		1/21/2020	7/11/2020	
<b>date_expires</b>	date of project deadline (automatically generated 60 days past the date they sign the LTP, extensions granted per request of the applicant)		3/30/2016			10/8/2017		2/17/2020	3/7/2020	5/31/2020	8/18/2020	
<b>project_submitted_date</b>	date the completed project was submitted in Droplet for review		3/29/2016					2/20/2020		5/26/2020	8/27/2020	
<b>post_date</b>	date of post-inspection		4/1/2016							8/24/2020		
<b>post_by</b>	name of the inspector performing the post-inspection (MWDOC staff notes aerial inspection)		DREW OLDFIELD							DUSTIN FARRELLY		
<b>post_company</b>	organization performing the post-inspection (MWDOC notes aerial inspection)		Mission Resource Conservation District							Mission Resource Conservation District	MWDOC	

<b>post_sf</b>	post-inspection square footage listed on the post-inspection form	0	13725	0	0	0	0	0	0	0	1222	0	0
<b>post_sf_synthetic_install ed</b>	post-inspection square footage listed on post-inspection form for synthetic turf applications (not currently used)	0	0	0	0	0	0	0	0	0	0	0	0
<b>post_recycled_water</b>	if site is noted as using recycled water at post-inspection (yes/no)		No								No		
<b>post_sign</b>	marketing sign placed at the site at the time of post-inspection and noted on the post-inspection form		No								Yes - Other		
<b>post_pph</b>	person per household noted at the site at the time of the post-inspection and noted on the post-inspection form	0	0	0	0	0	0	0	0	0	5	0	0
<b>post_recommendation</b>	recommendation by person performing post-inspection if site should be approved, denied, or other		Approve								Approve		
<b>pre_recommendation</b>	recommendation by person performing pre-inspection if site should be approved, denied, or other		Approve	Deny	Approve	Approve		Approve	Approve	Approve	Approve	Approve	
<b>project_sf_final</b>	final square footage used to calculate rebate eligibility upon review of post-inspection (cannot be higher than square footage noted at LTP)	0	13725	0	0	0	0	0	0	0	0	0	0
<b>project_sf_synthetic_final</b>	final square footage used to calculate rebate eligibility upon review of post-inspection for synthetic turf (not currently used)	0	0	0	0	0	0	0	0	0	0	0	0
<b>project_receipts_customer</b>	total \$ amount of all customer submitted receipts	0	44238	0	0	0	0	0	0	0	4164.58	0	0
<b>pre_app_receipts</b>	total \$ amount of all customer submitted receipts approved by Program Manager	0	44238	0	0	0	0	0	0	0	0	0	0
<b>pre_app_sf</b>	final square footage approved by Program Manager	0	13725	0	0	0	0	0	0	0	0	0	0
<b>pre_app_synthetic_sf</b>	final square footage of synthetic turf approved by Program Manager (not currently used)	0	0	0	0	0	0	0	0	0	0	0	0
<b>pre_approval_reb</b>	final rebate amount based on customer submitted receipts and square feet converted	0	13725	0	0	0	0	0	0	0	0	0	0

ate												
<b>funding_classification</b>	residential or commercial application (different funding rules for res vs CII)	Residential	Commercial	Residential	Residential	Residential	Commercial	Residential	Commercial	Residential	Residential	Residential
<b>FS1_name</b>	FS1 is always MET. Name is noted as either MET res or MET CII		Metropolitan Post 5/12			MET Res 17-18 funding at 0.30		MET Res 18-19 V2 funding at \$2 per sq. ft.	MET CII 18-19 V2 funding at \$2 per sq.ft.	MET Res 18-19 V2 funding at \$2 per sq. ft.	MET Res 18-19 V2 funding at \$2 per sq. ft.	
<b>FS1_description</b>	description of first funding rule. First funding rule is always MET		MET Post 5/12 Turf \$			MET Res 17-18 funding at 0.30 Turf \$		MET Res 18-19 V2 funding at \$2 per sq. ft. Turf \$	MET CII 18-19 V2 funding at \$2 per sq.ft. Turf \$	MET Res 18-19 V2 funding at \$2 per sq. ft. Turf \$	MET Res 18-19 V2 funding at \$2 per sq. ft. Turf \$	
<b>FS1_fund_no</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		5235			5235		5235	5235	5235	5235	
<b>FS1_program</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		3418			3418		3418	3418	3418	3418	
<b>FS1_cost_center</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		34			34		34	34	34	34	
<b>FS1_activity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		1230			1230		1230	1230	1230	1230	
<b>FS1_entity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		660			660		660	660	660	660	
<b>FS1_region</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		436			436		436	436	436	436	
<b>FS1_class_code</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for First Funding Rule		4			4		4	4	4	4	
<b>FS1_rate_1</b>	rate of funding for first funding rule	0	1	0	0	0.3	0	2	2	2	2	0
<b>FS1_sqft_1</b>	square footage that is used to calculate rebate from the first funding rule	0	13725	0	0	761	0	956	18369	1369	756	0
<b>FS1_rebate_1</b>	total rebate from the first funding rule, capped by eligible receipts	0	13725	0	0	228.3	0	1912	36738	2738	1512	0
<b>FS1_rate_2</b>	second tier of first funding rule rate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS1_sqft_2</b>	second tier of first funding rule square footage; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS1_rebate_2</b>	second tier of first funding rule total rebate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
	FS2 is always grant supplemental funding. Name is											

<b>FS2_name</b>	noted as the grant identification number (i.e. 9111 for South County). If this rule is blank there is no grant funding assigned. In previous years, FS2 might've been used for member agency supplemental funding													
<b>FS2_description</b>	description of second funding rule. Second funding rule is always supplemental grant funding.													
<b>FS2_fund_no</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_program</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_cost_center</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_activity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_entity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_region</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_class_code</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for second Funding Rule													
<b>FS2_rate_1</b>	rate of funding for second funding rule	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS2_sqft_1</b>	square footage that is used to calculate rebate from the second funding rule	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS2_rebate_1</b>	total rebate from the second funding rule, capped by eligible receipts	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS2_rate_2</b>	second tier of the second funding rule rate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS2_sqft_2</b>	second tier of the second funding rule square footage; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS2_rebate_2</b>	second tier of the second funding rule rebate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0	0
	FS3 is always member agency													

FS3_name	supplemental funding. Name is noted as the member agency. If this rule is blank, there is no member agency supplemental funding. In previous years, FS3 might've been used for other sources of funding												IRWD 17-18 Supplemental with Grant
FS3_description	description of third funding rule. Third funding rule is always member agency supplemental funding												IRWD 17-18 Supplemental with Grant Turf \$
FS3_fund_no	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												5235
FS3_program	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												3418
FS3_cost_center	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												34
FS3_activity	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												1230
FS3_entity	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												660
FS3_region	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												108
FS3_class_code	MWDOC Internal General Ledger Coding for Accounting Purposes for third Funding Rule												4
FS3_rate_1	rate of funding for third funding rule	0	0	0	0	1	0	0	0	0	0	0	0
FS3_qty_1	square footage that is used to calculate rebate from the third funding rule	0	0	0	0	761	0	0	0	0	0	0	0
FS3_rebate_1	total rebate from the third funding rule, capped by eligible receipts	0	0	0	0	761	0	0	0	0	0	0	0
FS3_rate_2	second tier of the third funding rule rate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
FS3_qty_2	second tier of the third funding rule square footage; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
FS3_rebate_2	second tier of the third funding rule rebate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
FS4_name	name of fourth funding rule; field not currently in use												
	description of fourth funding												

<b>FS4_description</b>	rule; field not currently in use												
<b>FS4_fund_no</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_program</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_cost_center</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_activity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_entity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_region</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_class_code</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fourth Funding Rule; not currently in use												
<b>FS4_rate_1</b>	rate of funding for fourth funding rule; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS4_sqft_1</b>	square footage that is used to calculate rebate from the fourth funding rule; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS4_rebate_1</b>	total rebate from the fourth funding rule; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS4_rate_2</b>	second tier of the fourth funding rule rate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS4_sqft_2</b>	second tier of the fourth funding rule square footage; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS4_rebate_2</b>	second tier of the fourth funding rule rebate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>FS5_name</b>	name of fifth funding rule; field not currently in use												
<b>FS5_rate_1</b>	rate of fifth funding rule; field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0

<b>FS5_sqft_1</b>	square footage of fifth funding rule; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS5_rebate_1</b>	rebate of fifth funding rule; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS5_rate_2</b>	second tier of the fifth funding rule rate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS5_sqft_2</b>	second tier of the fifth funding rule square footage; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS5_rebate_2</b>	second tier of the fifth funding rule rebate; field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>FS5_description</b>	description of fifth funding rule; field not currently in use											
<b>FS5_fund_no</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>FS5_program</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>FS5_cost_center</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>FS5_activity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>FS5_entity</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>FS5_region</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>FS5_class_code</b>	MWDOC Internal General Ledger Coding for Accounting Purposes for fifth Funding Rule; not currently in use											
<b>amount_trea_met</b>	field not currently in use	0	0	0	0	0	0	0	0	0	0	0
<b>grant_match</b>	field not currently in use											
<b>esitimated_rebate</b>	estimated rebate before final apporval by Accounting Department	0	13725	0	0	1522	0	1912	55107	4107	2268	0
<b>generated_rebate</b>	generated rebate by Accounting Department	0	13725	0	0	0	0	0	0	0	0	0
	final rebate amount printed on check by Accounting											

<b>final_rebate</b>	Department	0	13725	0	0	0	0	0	0	0	0	0	0
<b>rebate_adjustment</b>	field not currently in use	0	0	0	0	0	0	0	0	0	0	0	0
<b>batch_id</b>	coding for Accounting Department	0	17	0	0	0	0	0	0	0	0	0	0
<b>check_date</b>	date of rebate check		6/17/2016										
<b>check_number</b>	check number		111111										
<b>acct_closed_date</b>	customer name as noted by Accounting Department (first initial and last name)		6/17/2016 0:00										
<b>acct_check_payee</b>	rebate amount listed on check												
<b>acct_check_amount</b>	customer participated in Landscape Design Assistance Program (yes/no)		13725	0	0	0	0	0	0	0	0	0	0
<b>LDAP</b>	customer participated in Landscape Maintenance Assistance Program (yes/no)	No	No	No	No	No	No	No	No	No	Yes	Yes	No
<b>LMAP</b>	date project closed by Accounting Department	No	No	No	No	No	No	Yes	No	No	No	Yes	No
<b>closed_date</b>	date project closed in Droplet		6/17/2016	1/11/2016		9/14/2017							
<b>landscaper_company</b>	Name of landscape business used, if any		Landscaper Guy					Landscapes R Us				Turf Guys	
<b>landscaper_phone</b>	Phone number for landscape business		555-5582					555-5583				555-5584	
<b>landscaper_email</b>	Email for landscape business		landscaperguy@email.com					landscapesrus@email.com				turfguys@email.com	
<b>landscaper_contractor_license</b>	License number for C-27 licensed contractor		111111									121212	
<b>landscaper_contact</b>	Name of point of contact for landscape business		Jim Doe					James Doe				Jen Doe	