

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY



REQUEST FOR PROPOSALS
TO PROVIDE
DESIGN AND IMPLEMENTATION OF
WATER EDUCATION SCHOOL PROGRAM SERVICES

RFP NO. PA0119-001

RELEASE DATE: January 19, 2021

DUE DATE: March 9, 2021

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SECTION 1: NOTICE TO PROPOSERS

This Request for Proposals (RFP) describes the Design and Implementation of water education school program services for the Municipal Water District of Orange County (MWDOC or District), required scope of services, selection process, and proposal requirements. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. Proposers are encouraged to carefully review this RFP, particularly the criteria outlined in Section 5, prior to preparation of the proposal.

MWDOC reserves the right:

1. To verify all information submitted in the proposal.
2. To reject any or all proposals, or select the proposal most advantageous to the District.
3. To amend this RFP or issue to all Proposers a Notice of Amendment to address questions for clarification.

Proposers may modify or amend their proposal only if MWDOC receives the amendment prior to the deadline stated herein for receiving proposals. If Proposer forms a joint venture, a copy of the joint venture agreement will be requested if Proposer is selected for award. Do not submit the joint venture agreement with the proposal.

Due to the COVID-19 pandemic, proposals for RFP No. PA0119-001 - DESIGN AND IMPLEMENTATION OF WATER EDUCATION SCHOOL PROGRAM SERVICES, as described herein, will be received via email only. The email must be received by MWDOC at swilson@mwdoc.com by 5:00 p.m. on March 9, 2021. The subject line must read: PROPOSAL – RFP NO. PA0119-001 – [PROPOSER’S NAME].

It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received at the proper email address and by the specified deadline. Any proposal received after the deadline will be disqualified.

The proposal should be submitted in PDF format with search capability to ensure readability and compatibility. All submitted materials will be retained by MWDOC. Be advised that all information contained in the submitted proposals may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

Submit all questions regarding RFP No. PA0119-001 in writing via email to Sarah Wilson at swilson@mwdoc.com. For consideration, questions must be received by 5:00 p.m. on March 3, 2021. Responses to the questions will be posted on www.mwdoc.com/rfps-rfqs.

SECTION 2: INTRODUCTION AND OVERVIEW

DISTRICT OVERVIEW

As a wholesale water supplier and resource planning agency, MWDOC's efforts focus on sound planning and appropriate investment in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness. MWDOC serves all of Orange County through 28 retail water agencies with the exception of the cities of Anaheim, Fullerton, and Santa Ana (however, MWDOC offers education programs and other services within these areas).

Local water supplies meet more than half of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water – from the Colorado River and from the State Water Project in the north – through the Metropolitan Water District of Southern California (Metropolitan), and distributes this water to its 28 member agencies. These agencies, made up of both city water departments and water districts, provide retail water services to the public.

A seven-member Board of Directors governs MWDOC, each elected by the public to represent a specific portion of Orange County. As the third largest member agency of Metropolitan, MWDOC also appoints four representatives to advocate the water-related interests of Orange County on the Metropolitan Board.

Additional information about MWDOC's activities, programs, and services is available at www.mwdoc.com.

MWDOC CHOICE SCHOOL PROGRAM OVERVIEW

For nearly five (5) decades, MWDOC has taught Orange County students about the importance and value of water through one of the most successful and well-respected water education programs in Southern California. Since the School Program's inception in 1973, more than 3 million Orange County students have learned about Orange County water resources and ways to be water efficient.

The MWDOC water education school programs are offered as *choice* programs. By opting in, participating water providers throughout the county financially support water-focused presentations, activities, and guided-lessons for Orange County students in grades K-12. These programs provide students an opportunity to identify local water supply sources, explore the challenges faced by Orange County water providers, and discover the importance of using water wisely, at no cost to the schools or students. All K-12 programs offered seek to support California content standards, curriculum frameworks, and guidelines.

MWDOC CHOICE SCHOOL PROGRAM GOALS

A primary goal of the MWDOC Choice School Programs is to develop lessons and activities that guide students to become environmentally literate citizens who are able to examine real-world issues, think cognitively about the relationship between people and natural systems, and make informed decisions about the challenges affecting their communities, the State, and the world. From wildfires, drought and earthquakes, to protecting aging infrastructure and building critical infrastructure projects, Californians will continue to face significant water challenges for decades to come, and must have the skills necessary to find reasonable solutions.

Environmental literacy is an integral component to developing an informed, active citizenship that considers their relationship to the natural world. By using the environment as the context for learning, students engage in motivating lessons that are relatable and memorable. Through guided investigations and key academic content, students are able to identify patterns and systems in their own back yards, amplifying the ideas of interconnectivity and interdependency between people and natural systems while also gathering evidence to argue points and solve problems. The MWDOC Choice School Program's interactive lessons and hands-on activities must:

- Generate student discovery, inquiry, and peer-to-peer interaction within water-related subjects and issues.
- Where appropriate, incorporate relevant California academic standards, frameworks, and guidelines including Next Generation Science Standards, as well as Environmental Principles and Concepts (EP&Cs) which are now included in Science, History-Social Science, Health Education, Visual and Performing Arts, and soon, Mathematics Frameworks.
- Engage students in service-learning projects that guide them to investigate a local water-related challenge, and design possible solutions that could improve and maintain a healthy, sustainable community.

Through participation in the MWDOC Choice School Programs, Orange County K-12 students gain the necessary knowledge to become thoughtful water stewards prepared for active citizenship as well as for academic and career success.

SECTION 3: SCOPE OF WORK

MWDOC is seeking qualified proposals for services to design and implement a regional water education school program on behalf of MWDOC and participating Orange County water providers. The proposed program should educate and engage large groups of school-age students in accredited public and private schools throughout MWDOC's service area, as well as in the cities of Anaheim, Fullerton, and Santa Ana. Visit www.mwdoc.com/our-service-area for a service area map.

The purpose of this RFP is to solicit proposals for K-12, water-centric education programs that incorporate the environment as the context for learning, supporting the goals of state and local K-12 education systems. Proposers can submit for **all grade levels K-12 or a specific grade band** (i.e., any combination between K-12).

The successful firm(s) will be awarded a two-year contract with options to renew three (3) additional years, as determined by MWDOC. The scope of work includes program marketing, scheduling, implementation, and evaluation. More than one firm may be selected to fulfill the requirements of the program. Upon completion of the RFP process, work will begin immediately in order to implement the education programs by the beginning of the 2021-2022 school year.

WATER EDUCATION SCHOOL PROGRAM REQUIREMENTS

The proposed water education school program must include the following elements:

- I. **MARKETING:**
 - a. Through any communication channels necessary, the selected firm(s) must market the program to all accredited public and private schools in Orange County that are eligible and approved by the participating Orange County water provider to receive the MWDOC Choice School Programs.
- II. **SCHEDULING:**
 - a. Schedule and confirm the program with eligible schools to meet the participation targets established within the participating Orange County water provider's service area. This includes corresponding with school staff before and after the program dates to schedule the program, confirm program dates, and handle any appropriate follow-up.
 - b. Provide all visit logistics including, school, school address, teacher name, grade level and/or class focus, class period, and any additional details necessary or requested. All logistics will be provided to MWDOC no less than two (2) weeks in advance for MWDOC and/or participating Orange County water providers to attend and observe the program, as needed or when requested.
 - c. Update the schedule of participating schools on an ongoing basis and provide it in electronic format to MWDOC and participating Orange County water providers on a monthly basis. Contacts made at each school will also be provided to MWDOC.

- d. Update the digital shared calendar of bookings on an ongoing basis to allow MWDOC staff and Board of Directors, as well as participating Orange County water providers, to view school bookings as soon as they are scheduled.

III. DESIGN AND IMPLEMENTATION:

- a. Design and implement a water-centric school program for Orange County K-12 students to become thoughtful water stewards, capable of:
 - i. Identifying local, water-related challenges.
 - ii. Recognizing and investigating local natural phenomena (e.g., water filtration).
 - iii. Determining the causes and effects of local natural phenomena (e.g., weather and water runoff).
 - iv. Describing their personal relationship and responsibility for improving and maintaining a healthy, sustainable community.
 - v. Communicating to others about the need for a healthy, sustainable community, and what steps can be taken to meet those needs.
 - vi. Designing solutions to local water challenges and taking a possible course of action.
- b. The proposed program must incorporate hands-on, pre-program and post-program activities that provide the necessary content that students can use as a reference to create a sustainable, healthy, thriving future.
 - i. Activities will complement and align with the MWDOC Choice School Program visits to ensure comprehensive water-centric lessons. Areas of focus to consider:
 - i. Necessity of water to all living things
 - ii. Local water resources
 - iii. California water supply sources
 - iv. Water cycle
 - v. Ways to be water efficient
 - vi. Health of ecosystems
 - vii. Water quality
 - viii. Delta Conveyance
- c. The program will integrate messaging that aligns with MWDOC's Choice School Program goals and objectives, and supports the academic goals of state and local K-12 education systems.
 - i. At a minimum, the program should support and include information/discussion that meet the MWDOC Choice School Program Goals as outlined in Section 2.
 - ii. The program presentation, with direct input from MWDOC and the participating Orange County water providers, must explain the role of a water purveyor, and cover 2-3 message points. MWDOC and the participating Orange County water providers will supply the message points.
- d. The proposed program must target all K-12 students, or any combination of grade levels therein. The Proposer must identify which grade levels are most appropriate to target with their current materials, curricula, and activities based on State academic standards, frameworks, and guidelines.

- e. The program will be delivered remotely or onsite at the participating school’s campus (exceptions must be discussed and approved by MWDOC and selected firm(s)). Each presentation may be altered to cater to the total number of students in attendance with MWDOC and the participating Orange County water agency’s approval (e.g., Schools with a larger student body may require two presentations, demonstrations, or assemblies of the same program).
- f. The program can utilize props, visual aids, costumes, electronic displays, and/or other demonstration supplies to enhance the program. These items must be well maintained and in good condition at all times.
- g. The proposed program should incorporate technology elements to enhance the educational concepts taught. Such technology could include items like electronic visual displays, student response keypads, laptops/projectors, video resources, etc.
- h. The elementary program (grade levels K-6, or any combination therein) must incorporate MWDOC’s education mascot, Ricky the Rambunctious Raindrop, into the lessons and visuals.
- i. During the presentation of the program, MWDOC and the participating Orange County water agency (whose service area the program is conducted within) must be recognized both verbally and visually. The logos for both MWDOC and the participating Orange County water agency must be displayed prominently throughout the presentation.
 - i. MWDOC’s logo must be printed on any take-home materials or visual aids provided by the selected firm(s).
 - ii. All program materials must be approved by MWDOC to ensure alignment with its brand and communications standards.

IV. EVALUATION:

- a. Record student and teacher attendance numbers. The selected firm(s) must provide the classroom visit metrics and participation numbers to MWDOC in a monthly and year-end report that includes school name, retail water provider, primary school contact, participating teacher names, date of the program, program type, and number of students in attendance.
- b. The selected firm(s) must identify appropriate Key Performance Indicator’s (KPI) to measure student proficiency rates, concept retention, and other relevant metrics. Recorded results will be delivered to MWDOC in a monthly and year-end report.
- c. The selected firm(s) must identify a method for conducting teacher evaluations to determine the program’s effectiveness, quality, value, relevancy, and other necessary metrics. Recorded results will be delivered to MWDOC in a monthly and year-end report.

SECTION 4: SUBMITTAL INSTRUCTIONS

In lieu of a pre-proposal conference, MWDOC will accept questions and/or comments prior to the deadline stated herein. Submit all inquiries regarding RFP No. PA0119-001 in writing via email to Sarah Wilson at swilson@mwdoc.com. Responses to the questions will be posted on www.mwdoc.com/rfps-rfqs. Proposers should visit the aforementioned website on a regular basis as the responses may be posted earlier than the deadline stated in the timeline below.

RFP TIMELINE

The following table identifies and estimates the dates/timeframe for receipt, evaluation, award, and implementation of this work. Proposers should note these key dates when preparing responses to this RFP.

TASK DESCRIPTION	DATE
RFP Release	January 19, 2021
Deadline to submit written questions	March 3, 2021
Deadline for submission of proposals	March 9, 2021
Firm Interviews	March 16, 2021
Firm selection and Board approval	April 5, 2021
Contract Execution	July 1, 2021
Contract Term	July 1, 2021 – June 30, 2023

SUBMITTAL REQUIREMENTS

- I. Due to the COVID-19 pandemic, proposals for RFP No. PA0119-001 - DESIGN AND IMPLEMENTATION OF WATER EDUCATION SCHOOL PROGRAM SERVICES, as described herein, will be received via email only. The email must be received by the MWDOC at swilson@mwdoc.com by 5:00 p.m. on March 9, 2021. The subject line must read: PROPOSAL – RFP NO. PA0119-001 – [PROPOSER’S NAME].
- II. It is the Proposer’s sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received at the proper email address and by the specified deadline. Any proposal received after the deadline will be disqualified.
- III. The proposal should be submitted in PDF format with search capability to ensure readability and compatibility. All submitted materials will be retained by MWDOC.
- IV. The proposal must be signed by an individual authorized to execute legal documents on behalf of the contractor.

PROPOSAL SPECIFICATIONS

- I. Limit proposals to 30 single-sided 8.5 x 11 inch pages with standard (1-inch) margins. Font must be at least 11 point. Clearly and consecutively number each page, including attachments. **The total proposal length will not exceed 30 pages, excluding attachments.**

- II. Present proposals in a format that corresponds to and references sections outlined in Section 5 and presented in the same order. Clearly label each section and subsection.

PROPOSAL DEADLINE

Proposal must be received by 5:00 p.m. on March 9, 2021. Proposals that do not arrive by the specified date and time will not be accepted. Proposers may submit their proposals any time prior to the above stated deadline.

SECTION 5: PROPOSAL REQUIREMENTS

The emphasis of the proposal should be on responding to the requirements set forth herein. Proposers must demonstrate their capabilities, background, expertise, and experience in order for the District to effectively evaluate the proposals. The proposal should be concise, well organized, and demonstrate an understanding of the project.

The information requested below will be used to evaluate the proposal based on the criteria outlined in Section 6. Proposers may be deemed non-responsive if they do not respond to all items below. Proposals may be deemed non-responsive if minimum requirements are not met.

Organize the proposal using the section headings and sub-headings listed in bold, below.

EXECUTIVE SUMMARY

Include a brief summary of the company/organization, its background, size, scope of services, capabilities, and proximity of company resources to MWDOC's offices. Provide information regarding the firm and its ability to perform the requirements of this RFP. Emphasize those aspects of your organization and experiences that distinguish your firm from other firms who may respond to this RFP. If applicable, provide a description of how your company/organization transitioned its programming in response to the COVID-19 pandemic.

KEY PERSONNEL AND STAFF QUALIFICATIONS

Provide descriptions of specific experience, background and capabilities of the designated project manager and key team members that are directly relevant to the scope of work.

- I. **BIOS:** Include a short bio of each staff member's qualifications and experience providing services similar to those requested through this RFP.
- II. **STAFF ROLES:** For each staff member, please indicate the precise role in administering and/or implementing the program. Please clearly indicate which staff member(s) will be the primary point of contact throughout the duration of the program. Include an organizational chart that shows the key team members and brief bio backgrounds.

APPROACH

- I. **MARKETING AND SCHEDULING:** Describe how your staff will market and schedule the program(s), and how these reports will be provided to MWDOC (per the requirements set forth in Section 3).
- II. **EDUCATION STANDARDS:** Summarize your understanding of all applicable educational standards, frameworks, and guidelines established by the State of California, and how your proposed program will align with them. Please explicitly state which standards, frameworks, and guidelines will be referenced for each grade level taught.
 - a. Proposed programs should seek to incorporate relevant California academic standards, frameworks, and guidelines including Next Generation Science Standards and Environmental Principles and Concepts (EP&Cs), now included in Science, History-Social

Science, Health Education, Visual and Performing Arts, and soon, Mathematics Frameworks.

- III. **PROGRAM FORMAT:** In detail, describe the structure and format (remotely and onsite) of your proposed school program(s). This must include:
- a. **Grade Levels:** Outline the proposed grade level(s) targeted and reasoning for the selection.
 - b. **Program Format:** Clearly state how students will be actively engaged in the program (i.e., hands-on activities, demonstrations, etc.) and how the program will be delivered (i.e., assembly-style, activity-based, performance-based, laboratory style, etc.).
 - c. **Key Concepts:** Demonstrate how the proposed program will incorporate information/discussion on the local climate and ecosystem, challenges in delivering a reliable source of drinking water to Orange County, and necessary resources to apply water efficient practices at home and in the community (reference Section 2: MWDOC Choice School Program Goals, and Section 3: Design and Implementation for further detail).
 - d. **Props:** The types of props, visual aids, and demonstration supplies that will be utilized during your program presentations, and your schedule for maintaining/replacing these items.
 - e. **Technology:** The specific types of technology that will be incorporated into your program to enhance learning.
 - f. **Mascot:** How you will incorporate MWDOC's education mascot, Ricky the Rambunctious Raindrop, into lessons and visuals (for grade levels K-6 only).
 - g. **Branding:** How MWDOC and the participating water provider will be recognized (verbally and visually) during the program delivery.
 - h. **Other:** Any other pertinent information that may give evaluators a clear understanding of your proposed program.
- IV. **EVALUATION:** Describe how you will evaluate and measure the learning achieved by students during the course of the program; and, explain how teacher evaluations will be conducted (as described in Section 3). Clearly state how the compiled results of both reports will be provided to MWDOC.
- V. **PROGRAM ACTIVITIES:** Describe the proposed program activities that will engage students before, during, and/or after the program delivery date and augment the concepts taught in

the program. Please explain how the activities seek to educate students and change behaviors.

- VI. **READINESS TO PROCEED:** Briefly describe your firm’s ability to meet MWDOC’s needs in a consistent and timely manner. Please explain your “readiness to proceed” with program implementation by July 1, 2021. (Program marketing and scheduling may be necessary prior to program implementation).

PRICING

- I. **PRICING TABLE:** Provide a table that includes pricing for all services proposed for the initial two-year contract. This includes implementation of the school program and development/implementation of the follow-up activity. Please state the percentage markup of reimbursable items (if applicable), and any other program costs. If price increases are proposed for year two of the program, it must be clearly stated in the proposal.
- II. **COST PER PRESENTATION*:** Provide a breakdown of the total cost per presentation taught through each proposed program or sub-program. Include any add-on costs for optional program elements. Presentations will have a minimum requirement of 15 students per presentation, unless otherwise approved by MWDOC and the participating Orange County water provider.

*Please note, MWDOC and the participating water providers seek to reach a large number of students. Programs with wide reach are preferred.

STANDARD AGREEMENT FOR CONSULTANT SERVICES

A sample copy of MWDOC’s Standard Agreement for Consultant Services is included as Attachment A. At the time of the opening of proposals, each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). Proposers must be capable of complying with all insurance requirements and Conflict of Interest Statements. Please review this agreement and note in your proposal if any modifications are needed in order to ensure compliance; and, if selected, will fulfill the insurance requirements, as specified. While MWDOC negotiates such changes with the vendor, MWDOC will consider the proposed modifications during the selection process and retains the right to reject any portion of the proposed modifications.

SAMPLES

Provide video, photos, handouts, scripts, activities, or other applicable examples of your firm’s water education program(s). Samples must demonstrate your firm’s ability to actively engage and educate Orange County students in a grade-specific, age-appropriate manner through program(s) and activities that support academic standards, frameworks, and guidelines established by the State of California.

REFERENCES

List three (3) former or current municipal (preferred) or private clients for whom comparable services were provided within the last five (5) years. Please include the organization name, address, contact name, job title, phone number, and email address for each client. Briefly summarize the scope and scale

of services provided for each client. This must also include metrics of students reached and evaluation of learning measurement.

SUBCONTRACTORS

Clearly describe which services, if any, will be conducted by subcontractors. If subcontractors will be used to administer or implement the program, include a full description of the subcontractor's experience and personnel.

SECTION 6: SELECTION PROCESS

SELECTION CRITERIA

Under no circumstances may the Proposer contact any staff member other than the contact listed in Section 4 to discuss this RFP or clarify any requirements herein. This also includes Board Members of MWDOC and its member agencies as well as the cities of Anaheim, Fullerton, and Santa Ana. Failure to comply with this requirement may be grounds for immediate disqualification.

Proposals will be evaluated on the basis of the requirements listed in this RFP. The evaluation of a Proposer's ability to provide the required services will be based on the written material submitted and any interviews, presentations, and proficiency testing that may be required of the Proposer. Each proposal will be competitively evaluated on its strengths and weaknesses against the following criteria listed below in no order of importance.

An evaluation panel will review the proposals and consider the following factors to select the most qualified firm.

I. EVALUATION CRITERIA OF COMPLETE, RESPONSIVE PROPOSALS:

The criteria for vendor selection will be based on, but not limited to, the following:

1. Completeness of proposal.
2. Experience conducting effective water education programs for school-age children.
3. Qualifications of personnel assigned to administer, market, and teach the program.
4. Demonstrated understanding of MWDOC and Orange County water providers education goals and program needs.
5. Quality and approach to implementing the proposed program (scope of services proposed).
6. Ability to support California academic standards, frameworks, and guidelines.
7. Readiness to proceed with program implementation by July 1, 2021.
8. Size and reach of the program, including the proposed number of students targeted.
9. Pricing and payment terms.

The evaluation panel will review and score all written proposals considering the above factors, and may hold interviews with selected respondents. During the selection process, the evaluation panel may contact either the recommended firm or a short list of firms to obtain additional information, as well as recent clients.

SELECTION PROCESS

- I. An evaluation panel will review and score the proposals received in response to this RFP.
- II. If deemed necessary by the evaluation panel, interviews with short-listed Proposers will be conducted on March 16, 2021. (It is highly recommended that all Proposers reserve this date in advance.)
- III. The evaluation panel may select the top-ranked Proposers for negotiations.

- IV. Proposals will be kept confidential until a contract is awarded.
- V. MWDOC reserves the right to request clarification of any proposal.
- VI. The evaluation panel will recommend one or more firms to fulfill the requirements of this RFP. The recommendation will be made to the MWDOC General Manager and Board of Directors.
- VII. Upon approval by the MWDOC Board of Directors, MWDOC will execute an agreement with the selected firm(s). Selected firm(s) will be notified via email. Any award is contingent upon the final contract terms. Discussions will be confidential and not subject to disclosure to competing Proposers unless and until the agreement is finalized. If an agreement cannot be successfully reached, MWDOC reserves the right to select another Proposer or withdraw the RFP.

Any questions as to the meaning of the scope of work, proposal requirements or selection process must be submitted via email to Sarah Wilson at swilson@mwdoc.com. To be given consideration, questions must be received by 5:00 p.m. on March 3, 2021. All questions asked by Proposers, and answers provided in response, will be posted to MWDOC's website at: www.mwdoc.com/rfps-rfqs.

TERMS AND CONDITIONS

- I. MWDOC and participating Orange County water providers may make inquiries as necessary to determine the Proposer's ability to provide services as specified. Upon request, the Proposer must submit all such information and data to MWDOC for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award.
- II. MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and accept any proposal presented which it deems best suited to the interest of MWDOC and participating Orange County water providers. MWDOC is not bound to accept the lowest price.
- III. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of MWDOC.
- IV. Proposers must comply with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's Standard Agreement (see Attachment A). Please review this agreement and note in your proposal if any modifications are needed in order to ensure compliance.
- V. Be advised that all information contained in the submitted proposals may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

ATTACHMENT A: MWDOC STANDARD AGREEMENT FOR CONSULTANT SERVICES

Please note any exceptions or amendments, if any, to the sample agreement attached.

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**."¹ **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

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

¹ 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.

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 expending and 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
Robert J. Hunter
General Manager
18700 Ward Street, P.O.Box 20895
Fountain Valley, CA 92708

Consulting Firm
Consultant
Title
Address
Telephone

D. **Billing and Payment**

CONSULTANT's fees shall be billed by the 25th 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**.

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** in accordance with applicable law. 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.

VII 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.

VIII 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."**

IX 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.

X 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"**.

XI 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**.

XII 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.

XIII 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.

XIV 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**.

XV 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.

XVI 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.

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"

ETHICS POLICY	§7100-§7110
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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.

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.

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.

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

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, 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 or during the course and scope of their duties for MWDOC. 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. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of

employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§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 any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, 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. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§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 ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and 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 during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

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**

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

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 25th 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: _____