



## **REQUEST FOR PROPOSALS**

**For**

**Professional Services**

**For**

**INSPECTION VERIFICATION  
AND  
DATA COLLECTION  
FOR  
LANDSCAPE IRRIGATION DEVICES,  
DRIP IRRIGATION RETROFITS,  
AND TURF REPLACEMENT**

**Proposals Due: Thursday September 22, 2022  
5:00pm**

**September 2, 2022**

# **Inspection Verification and Data Collection for Landscape Irrigation Devices, Drip irrigation Retrofits, and Turf Replacement**

## **About Municipal Water District of Orange County**

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 (Metropolitan) 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 28 member agencies (27 retail water agencies and the Orange County Water District). 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, and emergency preparedness.

MWDOC, headquartered in Fountain Valley, California, is governed by a seven-member elected Board of Directors, 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.

Some of the many residential and commercial programs MWDOC implements include: the Turf Removal Rebate Program (TRRP), the Spray-to-Drip Rebate Program (S2D) and the Weather Based Irrigation Controller (WBIC) rebate program. These programs are saving more than 56,000 acre feet of water per year.

## **Background**

Water agencies throughout Orange County have had a long standing commitment to water use efficiency. MWDOC's outdoor water-use-efficiency landscape programs have been in existence since 2004, when the first 'Smart timer' was verified as installed in a residential property. Since that time, MWDOC has motivated, mostly through a rebate style format, the installation of over 33,000 weather based irrigation controllers (WBICs), 570,000 high efficiency nozzles (HENs), and the removal of over 24 million square-feet of turf-grass (TR). Funding for these rebates comes from the use of public funds - local, state, and federal, and due to the use of public funds, MWDOC is committed to verifying the installation of up to 100% of all device types installed. Because of this, MWDOC is seeking a qualified installation verification and data collection firm (Consultant) who can provide those services described within this Request For Proposals (RFP).

## **Rebate Application Process Explained**

MWDOC generally categorizes its Rebate Programs into the following rebate program types:

- Device-Based Rebate Programs
  - Residential irrigation devices, such as WBICs and HENs
  - Commercial irrigation devices, such as WBICs and HENs
- Area-Based Rebate Programs
  - Turf Removal, both residential and commercial
  - Spray-to-Drip, both residential and commercial

The inspection and landscape data collection procedures employed by MWDOC have been developed in coordination with requirements from Metropolitan pursuant to its Residential and Commercial Water Conservation Funding Agreements and Addendums thereto, MWDOC, and/or supplemental grant funding agreements.

The following general application process rules apply for all programs types.

### **Application Package**

When MWDOC/Metropolitan receives an application package, all application documents are examined before a request is made for an installation verification inspection. The application package currently requires, at a minimum, a fully completed application signed by the property owner and containing the following:

- Current water bill to determine -
  - Participant Agency is participating in the program
  - Project site is located within Orange County, California
  - Payee name matches the application name
- Device eligibility, if a device-based program
- Site plan for area-based rebates
  - Indicate the project area, location, and project intent
- Pictures of the site for area-based and spray-to-drip rebates. Pictures to show,
  - Current site condition
  - Complete area to be removed
  - Area complies with eligibility criteria

Each program's application terms and conditions and program guidelines contain language stating that an on-site installation verification inspection will be performed and is required for participation in all of MWDOC's rebate programs.

### **Invoice Submission**

Rebates may not exceed the total project/equipment costs nor the reserved rebate amount. For a receipt/invoice to be considered eligible, it must include the following:

- Dated within the project period
- Description of work to be performed

- Name of the company or contractor providing the materials and/or service
- References site location (if applicable)
- Total receipt/invoice cost
- and model and SKU for drip irrigation equipment

Once projects are completed, invoices and receipts are submitted to MWDOC/Metropolitan. Invoices and receipts are reviewed by MWDOC/Metropolitan staff to prevent payment for materials/costs not associated with the program; specific program eligible material/costs are based on program type. Once all documents have been verified and an installation verification inspection/data collection has been performed and approved, a rebate check is issued to the party of record.

## **SECTION I – SCOPE OF SERVICES**

### **Brief Description of Requested Services**

MWDOC is looking to hire one or more Consultant(s) to provide installation verifications inspections and data collection services for MWDOC's outdoor water use efficiency programs such as Turf Removal Projects pre and post retrofits; pre and post retrofits of Drip Irrigation devices; and the installation of Landscape Irrigation Devices, such as weather based irrigation controllers (WBICs) and high efficiency irrigation nozzles (HENs).

### **Task 1 – Consultant's Administrative Responsibilities**

The following are those items the selected Consultant will need to be prepared to perform. This will be for both Device and Area-Based rebate programs offered by MWDOC/Metropolitan:

1. Program Training: The Consultant's field installation verification/data collection inspector will be trained about each type of program prior to the first site inspection.
  - a. Training will consist of:
    - i. Customer service protocols acceptable to MWDOC. MWDOC may wish to review Consultant's customer service training program
    - ii. MWDOC's and Metropolitan's application process, including all program websites and how they function for all rebate programs
    - iii. Familiarity with the approved list for each device associated with the programs
    - iv. For all programs/devices, field inspectors will need to know how each inspected device operates. Field inspector must not only be able to discuss the operation of the inspected device with the rebate program participant, but will also need to know how devices operate in the field.

- v. Steps required to conduct the installation verification/data collection in the field, this will entail the following:
          1. The data required for collection
          2. How to fill out the provided forms
          3. Data input into a MWDOC provided website(s)
2. Scheduling Process: It will be part of Consultant's responsibilities to provide all scheduling services as described below:
  - a. Providing MWDOC with a Consultant email address for submittal of inspection notification documents
    - i. MWDOC will notify Consultant through email when a site/device needs to be verified/inspected
  - b. Consultant will contact selected customers within five (5) business days from the date of MWDOC's email to schedule an inspection and update the Inspection Tracking Table (to be provided by MWDOC) with the information
  - c. Email customer with the agreed upon date and time of the inspection and allow a time of 30-60 minutes, with a 15-minute window before and after. The time to inspect depends on the number of devices and where they are located. It can usually be accomplished in 30 to 60 minutes for residential sites. Commercial sites length of time will be dependent on each sites number of devices and property size.
  - d. Notify MWDOC of planned inspections 4 – 7 days prior so that MWDOC can plan ride-along/surprise visit inspections. MWDOC personnel will use their own vehicles during these site visits.
  - e. Contact the customer to remind them of the scheduled inspection two (2) days before the inspection.
  - f. Keep current the Inspection Tracking Table (to be provided by MWDOC weekly) for WBIC and HEN field inspections.
  - g. Comment the scheduled inspection date and time in MWDOC's provided website portal for TRRP and S2D programs.
3. Communication: Communication will be ongoing between MWDOC and Consultant throughout the term of the agreement. MWDOC will make every attempt to communicate with Consultant the needs of the program. Any concerns of Consultant should likewise be communicated with MWDOC. At a minimum, Consultant will provide the following:
  - a. Consultant will provide MWDOC with name, email, and phone/cell number of Consultant's Key Personnel as the point of contact between MWDOC and Consultant

- b. Consultant will respond within one business day with MWDOC about any program related inquiries
  - c. Consultant will provide MWDOC with a program email and phone number for purposes of communicating with MWDOC, MWDOC's retail water agencies, and program participants
  - d. Consultant will answer potential customer inquiries about the rebate/inspection process, or delegate them to MWDOC or the appropriate party
4. Generalized Inspection Process: The following are those landscape installation verification/data collection duties Consultant will provide as part of both Device and Area-Based rebate programs:
- a. Arrival time is a 15-minute window before the scheduled time. It is imperative that the inspector is punctual for all appointments.
  - b. Upon arrival:
    - i. Inspector will meet the contact person/property owner and show his program badge for identification.
    - ii. Inspector will provide the contact person/property owner with an overview of the inspection process. Inspector will describe the inspection/data collection process.
    - iii. Contact person/property owner will accompany the inspector to the area where the devices are installed. This will be garage and/or all outside areas.
  - c. In general, inspector will:
    - i. Validate quantity of devices installed with application/data collection form information.
    - ii. Perform a landscape area measurement, if required by Program type.
    - iii. Verify new device type, make, and model with the MWDOC provided data collection form.
    - iv. For WBICs, Spray-to-Drip, and HENs it will be necessary to turn the irrigation system on.
    - v. Collect and record all required landscape system data points.
    - vi. Close the visit by providing customer service, other program rebate offerings, and asking about customer experience with the program and water usage.

5. Potential Results Tracking: The following describes unique inspection situations that deviate from the norm. Consultant will document these in the note section of the provided field data collection form.
- a. Partial fail: Inspection completed with discrepancies between rebate application and inspection process. Consultant will notify program participant that only verified and qualified installations will be rebated.
  - b. Device(s) installed at a different location: The installation must be inspected prior to rebate payment. If in the same area, it will be inspected on the same inspection schedule. If in different area, a separate inspection will be scheduled for that location.
  - c. Device count is different from the application:
    - i. If the count is more, only the reserved amount is rebated. Customer will be notified that a separate application will be required for the additional devices.
    - ii. If the inspection count is less, only verified count will be rebated.
    - iii. The make/model is different from the application: This must be supported by a purchase receipt to ensure qualification prior to rebate payment. Consultant will detail the difference on the data collection form.
    - iv. Failed inspections will be recorded on the data collection form. For failures that are not correctable, the applications will be cancelled. Reasons for failure:
      - 1. Device(s) not installed
      - 2. Installed device(s) has been removed
      - 3. Access to property not allowed
      - 4. Device(s) installed at a different site.
  - d. Process for failed Inspections with correctable fixes: Customer is notified of failure and, if correctable, an estimated time of completion will be discussed. Consultant to provide information to MWDOC. MWDOC will determine if an exception is allowed. If exception is approved, an inspection will be rescheduled. MWDOC will allow a one-time return to the site, for a maximum total of two visits.
  - e. Request to reschedule inspection by customer: Application with three reschedules and no justifiable reason will be cancelled, and rebate will not be paid. Consultant to notify MWDOC of this situation if it develops.
  - f. Inability to contact customer via the phone or email information provided to schedule appointment: Consultant must attempt to make contact with customer at least three times. If customer is unresponsive Consultant must

inform MWDOC in a timely manner, which may be in the form of written notes on the weekly Tracking Table or email.

- g. No Shows: When an inspector is present at the site for a scheduled appointment time, and the customer is not present or does not show up at the location. The inspector will phone the contact person, wait 15 minutes, and leave a MWDOC approved note to call the program toll free for a reschedule. Applications with three no shows and no justifiable reason will be cancelled. Customer will be notified by MWDOC.
- h. Absence: If an inspector is absent or cannot complete their daily schedule due to car trouble, emergencies, or any other reason, the Consultant must be contacted immediately. Consultant will evaluate the situation, notify the customers impacted, and either dispatch an alternate inspector or reschedule the appointment.
- i. Unusual Circumstances: Should unusual circumstances arise that disrupt or halt the daily work flow of an inspector, Consultant must be contacted immediately and be notified of the situation. Unusual circumstances will be handled on a case by case basis.

## **Task 2 – Device-Based Rebate Programs Installation Verification Inspections and Landscape Data Collection**

The selected Consultant(s) will partner with MWDOC, the retail water agencies, and the program participant to provide those requested services described herein. Device-Based Rebate programs will consist of the following devices: Residential and commercial WBICs and HENs, plus residential Spray-to-Drip conversions.

1. Residential and Commercial WBICs and HENs: For rebate consideration, program participants will be encouraged to purchase and install residential and commercial WBICs and HENs. Consultant will perform the following data collection and recording efforts at each property where Consultant has been notified by MWDOC via email that a landscape inspection verification/landscape data collection effort is required.

For both WBICs and HENs, collect/record the following:

- Record number of WBIC devices operating,
- Verify the programming of the WBIC is within acceptable norms,
- Run the system to verify and record the number of Active Valves each WBIC device is controlling,
- Record the Station Capacity of each WBIC,
- Turn on the system to count and record the number of HENs on the property,
- Record the existence, Yes or No, of an Irrigation Pressure Regulator,
- Capture and record the Irrigation Pressure Reading,
- Record the existence, Yes or No, of a Home Pressure Regulator,



- Capture and record the Home Pressure Reading.
- For Commercial only, the Latitude and Longitude of each meter associated with the WBIC or record.
- Count and record the number of irrigation heads (either HENs or conventional spray technology) each WBIC device is controlling
- Record, for both commercial and residential sites, the actual square footage of the area under the control of each WBIC. Recording of this area will be separated between turf and shrubs,
- Verify that the manufacturer and model is the same as that listed on the data collection form. Any difference from what is stated on the data collection form must be noted,
- For Residential only, identify and record on the data collection form, the number and type of irrigation head issues that are in need of repair. Example of issues might be broken, misaligned, sunken, or missing heads,
- For Residential only, place a MWDOC provided repair flag at the site of an irrigation head issue. Mark on each repair flag the issue identified,

Example Irrigation Flag

NEEDED IRRIGATION SYSTEM REPAIRS:

<input type="checkbox"/> PRESSURE ~ Low/High	<input type="checkbox"/> SPRAY DEFLECTION/OBSTRUCTION
<input type="checkbox"/> SUNKEN SPRINKLERS	<input type="checkbox"/> LATERAL LINE DRAINAGE
<input type="checkbox"/> PLUGGED EQUIPMENT	<input type="checkbox"/> LEAKY SEALS OR FITTINGS
<input type="checkbox"/> ARC MISALIGNMENT	<input type="checkbox"/> MISSING OR BROKEN HEADS
<input type="checkbox"/> TILTED SPRINKLERS	<input type="checkbox"/> RUNOFF
<input type="checkbox"/> OTHER: _____	

Go To: [www.OverwateringIsOut.org](http://www.OverwateringIsOut.org)

- With permission from customer, direct re-programming of improperly functioning WBIC devices, including adjusting of precipitation rates, irrigation schedules, percent adjustments, and other parameters related to the evapotranspiration rate (ET<sub>o</sub>) for the corresponding climate zone,
- Verify that all contact information as stated on the data collection form is accurate and, if not, make corrections on each form,
- Record inspection date and customer and Consultant's field technician's names and signatures,
- Record existing soil type. Examples might be clay, loam, sandy, and/or sandy loam,
- Record any comments about the site the inspector deems relevant.

### Task 3 – Area Based Rebate Programs Installation Verification Inspections

MWDOC's area based rebate programs consist of both residential and commercial turf removal inspection/date collection, and commercial Spray-to-Drip.

1. Residential and Commercial Turf Removal: For customers of the Turf Removal Rebate Program (TRRP), both residential and commercial, rebates are paid to qualified customers who remove turf from their properties based on the amount of square-feet removed. For all customer types, all sites will be measured by the Consultant for 100% of the sites for 100% of the project areas. For TRRP sites, both a pre and post retrofit field measurement and data collection will be required.

Commercial Turf Removal Inspections will be performed by the Consultant only on an as-needed basis by MWDOC/Metropolitan.

Data Collection and Field Measurement: The following data points are those minimum data points Consultant will need to collect and record on a MWDOC provided form.

For pre-inspections for both commercial and residential the data points are:

- Landscape evaluation date and time
- Bare soil/non eligible areas recorded
- Site's existing turf grass area in square-feet
- For residential sites:
  - Front and back yard proposed project turf grass area to be removed in square-feet
  - A simple plot diagram of property owner's proposed plan
    - Diagram will point out garage, driveway location, turf area, shrub area, and proposed turf removal area, along with measurements
    - Record the number of household occupants
- For commercial sites:
  - Current irrigation classification such as portable, reclaimed, well-water
  - Proposed project turf grass area to be removed in square-feet

For post-inspections for both commercial and residential data points are:

- Pre landscape evaluation date
- Post landscape evaluation date and time
- Ineligible areas installed Y/N?
  - If yes, record the square-footage
- Invoices collected Y/N?
- Recycled water site Y/N?
- Pre evaluation proposed turf measurement
- The actual post-project turf area removed in square-feet

- For residential sites:
  - A simple plot diagram of property owner's final design and measurements
    - Diagram will point out garage, driveway location, turf area, shrub area, and proposed turf removal area
  - Record the number of household occupants

For all sites and for both pre- and post-evaluation/inspection, Consultant will also record signatures for Consultant field staff and authorized property owners. Dates of site visit will also be recorded.

For guidelines on MWDOC's suggested measuring techniques, please see Attachment A to this Request for Proposal, titled, "Site Evaluation Measurement Techniques". This document illustrates how to obtain accurate measurements for irregular turf areas such as non-uniformed rounds and ellipses.

Once the on-site pre or post-inspection is complete, Consultant will complete the data collection form, in full, and upload all photos and documentation/forms onto the MWDOC provided website portal.

MWDOC reserves the right to conduct or attend any on-site post-inspection of any Spray-to-Drip application should MWDOC, in its best judgment, deem it necessary to do so.

2. Residential and Commercial Spray-to-Drip: For customers of the Spray-to-Drip Rebate Program (S2D), both residential and commercial, rebates are paid to qualified customers who remove spray irrigation from their properties based on the square-footage of the area with spray irrigation removed. For all customer types, all sites will be measured by the Consultant for 100% of the sites for 100% of the project areas. For S2D sites, a post retrofit field measurement and data collection will be required. A pre retrofit field measurement and data collection will be required for S2D sites unless MWDOC chooses to perform a photo-based pre retrofit inspection for the given site.

Data Collection and Field Measurement: The following data points are those minimum data points Consultant will need to collect and record on a MWDOC provided form. For pre-inspections for both commercial and residential data points are:

- Landscape evaluation date and time
- For residential sites:
  - Front and back yard proposed project sprinkler-irrigated area to be removed in square-feet
  - A simple plot diagram of property owner's proposed plan, including measurements

- Diagram will point out garage, driveway location, and proposed spray-to-drip irrigation area
  - Record the number of household occupants
- For commercial sites:
  - Current irrigation classification such as portable, reclaimed, well-water
  - Site's existing sprinkler-irrigated area in square-feet
  - Proposed project sprinkler-irrigated area to be removed in square-feet

For post-inspections for both commercial and residential data points are:

- The type of drip equipment (embedded emitter tubing/microspray/point source emitters must be noted and photographed.
- That pressure regulation/filtration components have been installed as part of the drip conversion. Manufacturer/make, model, model number/SKU, and quantity should be documented, and the equipment photographed.
- That drip tubing has been installed. Manufacturer/make and model should be documented. This must be photographed and recorded on the data collection form. If covered, a minimum of a 10-foot section must be uncovered for the photograph.
- Verify and record that conventional spray irrigation is no longer functional in the drip conversion area(s). Any remaining spray heads in the conversion area must be capped (no exceptions).
- Pre landscape evaluation date
- Post landscape evaluation date and time
- Ineligible areas installed Y/N?
  - If yes, record the square-footage
- Invoices collected Y/N?
- Recycled water site Y/N?
- Pre evaluation proposed project area measurement
- The actual post-project irrigation area converted in square-feet
- For residential sites:
  - A simple plot diagram of property owner's final design
    - Diagram will point out garage, driveway location, and proposed spray-to-drip irrigation area
  - Record the number of household occupants

For all sites and for both pre- and post-evaluation/inspection, Consultant will also record signatures for Consultant field staff and authorized property owners. Dates of site visit will also be recorded.

For guidelines on MWD OC's suggested measuring techniques, please see Attachment A to this Request for Proposal, titled, "Site Evaluation Measurement Techniques". This document illustrates how to obtain accurate measurements for irregular turf areas such as non-uniformed rounds and ellipses.

Once the on-site pre or post-inspection is complete, Consultant will complete the data collection form, in full, and upload all photos and documentation/forms onto the MWDOC provided website portal.

MWDOC reserves the right to conduct or attend any on-site post-inspection of any Spray-to-Drip application should MWDOC, in its best judgment, deem it necessary to do so.

3. Data Collection Forms and Data Input: Once the data collection forms are complete, Consultant will process by uploading the data collection forms and photos onto a MWDOC provided website portal. MWDOC will provide training on the use of the portal.

#### **Task 4 – Reporting/Invoicing**

Invoicing reports for inspection and activity costs being charged to MWDOC will be provided to MWDOC on a monthly basis. In order to be paid by the end of month for a previous month's work, Consultant must provide MWDOC with an accurate invoice/report by the first Wednesday of the month. Any submittal past the first Wednesday of the month will be paid by MWDOC by the 15<sup>th</sup> of the following month. Invoices will reference the Purchase Order number from MWDOC.

Prior to the first Consultant submitted invoice, Consultant will provide MWDOC with an invoice template to be approved by MWDOC. All monthly invoicing will include all required backup materials to support the invoicing document.

From the information provided herein, MWDOC is seeking from Consultant as part their response to this RFP, its cost to perform the following tasks.

1. Residential WBIC, HEN, Spray-to-Drip, and Turf Removal
  - a. Residential costs should be on a per site basis
2. Commercial WBIC, HEN, Spray-to-Drip, and Turf Removal
  - a. Commercial costs should be on a time and materials per hour basis
3. Administration Per Hour Fee for scheduling, customer interaction, data entry, dealing with customer No-Show appointments, and Reporting/Invoicing
4. Mileage set on a per mile basis.

The average **Monthly** number of anticipated site visits is in the table below. This is for planning purposes only and MWDOC does not guarantee the average monthly listed below. Actual number maybe higher or lower.

Site Type		Site Type	
Residential	No.	Commercial	No.

Drip	15	Drip	3
Turf Removal	35	Turf Removal	5
WBIC/HENs	15	WBIC/HENs	2

Please Note: When the MWDOC programs described herein are audited and if it is found that the installation verification and area measurement results submitted by Consultant are not accurate, MWDOC reserves the right to request a refund for the cost of the services provided by Consultant.

## **Section II - Request for Proposal Instructions**

### **I. Project Implementation Schedule**

The anticipated (subject to modifications as needed) Inspection Verification/Data Collection schedule is set forth below.

<b>Task Description</b>	<b>Date</b>
Release of RFP to Consultants	September 2, 2022
Pre Bid Meeting (optional)	September 8, 2022, 1pm PST
Proposal Due Date	September 16, 2022, 5pm PST
Proposal Review	Week of September 19, 2022
Consultant Selection	September 27, 2022
MWDOC's Committee Consideration	October 27, 2022
MWDOC's Board Authorization	November 16, 2022
Contract Execution	End of November 2022

### **II. Information to Be Submitted**

The Proposal must be clear, concise, and lay flat spiral bound, limited to 16 pages, well organized, and should demonstrate Consultant's and team's qualifications and experience for conducting the work as described in this RFP. The Proposal must contain the following information:

- A. EXECUTIVE SUMMARY (1 page maximum):** Summary should briefly describe the intent and goals of the proposal.
- B. SCOPE (4 pages maximum):** A detailed Scope of Work and Methodology that comprehensively defines and describes the proposed approach for conducting the individual Tasks 1 through 4. This Scope of Work, once augmented to meet the needs of the Program, will be used as a basis for contract execution. The Scope of Work will, at minimum, address the items shown in Section I "Scope of Services." Consultant should be efficient in its conduct and approach to this project.
- C. SCHEDULE (1 page maximum):** Include an anticipated schedule showing team member task hours and the percentage of time each member will contribute to the project.

Assurance of Consultant's ability to staff and complete all work, considering Consultant's current and planned workload and the schedule provided, should also be included. In the event that Consultant may not have the capability to conduct the described Installation Verification/Data Collection Tasks, please indicate what capacity Consultant could handle. MWDOC may hire multiple Consultants to provide full coverage for the Tasks described. MWDOC reserves the right to choose a Consultant or Consultants that best represent the intent of the Program.

- D. **TEAM (2 pages maximum):** Descriptions of specific experience and capabilities of designated project manager and key team members that are directly relevant to the Scope of Work. Key personnel assigned to the project will not be reassigned without prior MWDOC written approval.
- E. **DETAILED BUDGET AND SUPPORTING DOCUMENTATION (1-2 pages maximum):** Consultant will provide a detailed breakdown of the estimated costs that each project team member, including any sub-contractors and outside consultants, will contribute for the individual tasks depicted in the Scope of Work. The detailed supporting information should allow MWDOC to understand how the costs submitted in Attachment B were developed.

The detailed budget, support documentation, and costs submitted by Consultant will be used to negotiate and execute an Agreement between Consultant and MWDOC.

- F. **REFERENCES (3 pages maximum):** Description of the project team's past record of performance on similar projects for which Consultant has provided services. Include a concise summary of such factors such as control of costs, quality of work, and ability to meet schedules. Include three (3) client references, preferably from Orange County, that may be contacted by MWDOC for similar work conducted by Consultant's team.
- G. **CONFLICT OF INTEREST (1 page maximum):** Provide documentation that personal or organizational conflicts of interest that are prohibited by law do not exist.
- H. **CONSULTANT CONTRACT:** A sample copy of MWDOC's professional services agreement is included as Attachment C to this Request for Proposals. **Please state in your Proposal's Executive Summary your willingness to accept the agreement terms and conditions.** If you require any changes, please include them in your Proposal and 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.
- I. **PROPOSAL LENGTH and SIZE:** The total proposal length will be limited to **16 single-sided 8½ by 11 inch pages** with a font size no smaller than 12 (the Schedule may be an 11x17 inch page), using Times New Roman or Calibri. To accommodate emailing the

Proposal, the overall Proposal file size will not exceed 5 MB. The submitted proposal will be lay-flat spiral bound for ease of review.

**J. ORDER OF PROPOSAL:** The Proposal should be in the following order:

1. Signed Letter of transmittal (not counted towards page limit)
2. Executive Summary (limit 1 page)
3. Scope of Work and methodology (limit 4 pages)
4. Schedule (limit 1 page)
5. Team (limit 2 pages)
6. Detailed Budget and Supporting documents (limit 2 pages)
7. Past record of performance (limit 1 page)
8. References (limit 2 pages)
9. Conflict of Interest (limit 1 page)
10. Attachment B – Consultant Pricing Proposal (limit 1 page)

**Failure to meet the Proposal requirements will result in an unfavorable review of the Proposal.**

Following the contract award by MWDOC's Board of Directors, the agreement documents will be sent out for review and comment by Consultant and then by MWDOC. Once reviewed instructions will be sent on Agreement execution.

**III. Selection Process and Other Instructions/Limitations**

A selection panel consisting of representatives from MWDOC and MWDOC member retail water agencies will review the Proposals and consider the following factors to select the most qualified Consultant(s)/team(s):

- Completeness and the ability to organize the Proposal Submittal
- Written response in the approach to the work (Scope of Work)
- Team and project manager experience in similar projects
- Professional qualifications of the team
- Consultant resources and capabilities
- References
- A demonstrated ability to manage and conduct the work within the proposed budget and schedule
- Cost of services (Budget) and efforts proposed to meet the objectives of this work

The Selection Panel will review all written Proposals and may conduct a pre-bid meeting (see Implementation Schedule for date) with Consultants. During the Consultant selection process, MWDOC may contact some or all of the recommended Consultant(s) or a short list of Consultants to obtain additional information, and may contact recent clients.



Based upon this process, the Selection Panel will recommend Consultant(s) to MWDOC's Board of Directors for award of this work. The selected Consultant(s) 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.

MWDOC and its member retail water agencies may make such investigations as they deem necessary to determine the ability of the Consultant to provide the goods and/or services as specified, and the Consultant will furnish to MWDOC, upon request, all such information and data for this purpose. Prior to award, MWDOC may discuss or negotiate with one or more Consultants to complete the selection process and enable a recommendation to be made to MWDOC's Committee and Board.

This Request for Proposals does not commit MWDOC to retain any Consultant(s), 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, either separately or as a whole, and to negotiate with any qualified applicant. Further, MWDOC reserves the right to accept any Proposal or portion of any Proposal presented which it deems best suited to the interest of MWDOC and its member agencies, and is not bound to accept the lowest price.

The cost for developing the Proposal is the sole responsibility of Consultant. All Proposals submitted become the property of MWDOC.

At the time of the opening of Proposals, each Consultant will be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). Consultants must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's standard agreement (provided as Attachment C). Please review this Agreement and note in your Executive Summary if any modifications are needed in order to ensure compliance.

Be advised that all information contained in Proposals that are submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

Questions and clarifications during the Proposal process should be directed to:

Sam Fetter  
Water Use Efficiency Analyst I  
(714) 593-5004  
[sfetter@mwdoc.com](mailto:sfetter@mwdoc.com)

**Attachments:**

- A.** Site Evaluation Measurement Techniques
- B.** Consultant Pricing Proposal Sheet

## C. MWDOC Standard Contract

# Attachment A

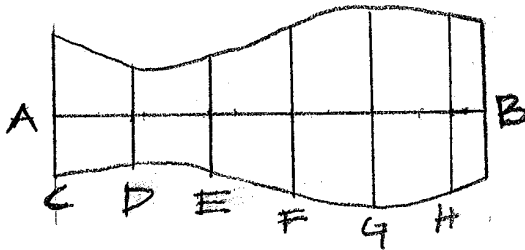
### Site Evaluation Measurement Techniques

When measuring sites, tape measurers remain the most accurate method of measurement. Measuring wheels are nearly as accurate when rolling on a flat surface such as concrete or asphalt. Measuring wheels on turf or shrub areas run the risk of being inaccurate. Tape measurers are recommended whenever uneven surfaces are encountered. For large sites, a map should be provided indicating all the turf areas intended for removal and all project areas should be measured and noted with square footage.

Odd shapes are often hard to measure accurately. A series of methods of measuring odd shapes have been reviewed and below are a listing of acceptable measurement techniques of odd shapes. Alternative measuring techniques must be submitted to MWDOC for review and approval prior to implementation and must be at least as accurate as the techniques listed here.

### Non-Uniform Rectangular

First measure the length of the longest axis of the area (line AB). This is called the *length line*. Next, divide the length line into equal sections, for example 13 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through G). These lines are called *offset lines*. Finally, average the lengths of all offset lines and multiply the result times line AB (65 ft. in this example). This is most notably different from the Non-Uniform Ellipse method in that exactly one of the left or right edges is measured, in this case line "C."



#### Example: Non-Uniform Rectangular

Length line (AB) = 65 ft

Distance between offset lines is 13 ft apart

Length of each offset line:

C = 20 ft      F = 20 ft

D = 10 ft      G = 25 ft

E = 15 ft      H = 20 ft

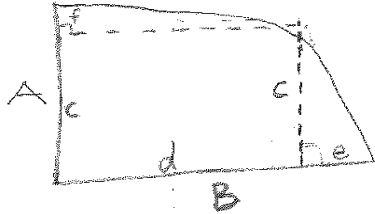
Average length of offset lines =  $\frac{(C + D + E + F + G + H)}{(\text{Number of offset lines})}$

$$= (20 + 10 + 15 + 20 + 25 + 20) / 6 \\ = 18.3 \text{ ft}$$

Total Area = (Length line)  
x (Average length of offset lines)  
= 65 ft x 18.3 ft  
= 1192 ft<sup>2</sup>

## Irregular Rhombus or Widening Rectangular

A fast way to measure irregular rhombi is shown in the example below. Stake one end of the measuring tape at point (A, B); measure line d and then line B. Without removing the stake measure line c and then line A. Using those four measurements you will be able to find line a and line b. The areas of triangle (ad), triangle (cb), and rectangle cd) can now be calculated.



### Example: Irregular Rhombus or Widening Rectangular

Length of each line:

$$\begin{aligned} A &= 20 \text{ ft} & c &= 18 \text{ ft} \\ B &= 25 \text{ ft} & d &= 21 \text{ ft} \end{aligned}$$

$$\begin{aligned} \text{Line (f)} &= A - c & \text{Line (e)} &= B - d \\ &= 20 \text{ ft} - 18 \text{ ft} & &= 25 \text{ ft} - 21 \text{ ft} \\ &= 2 \text{ ft} & &= 4 \text{ ft} \end{aligned}$$

$$\begin{aligned} \text{Area (cd)} &= c \times d \\ &= 18 \text{ ft} \times 21 \text{ ft} \\ &= 378 \text{ ft}^2 \end{aligned}$$

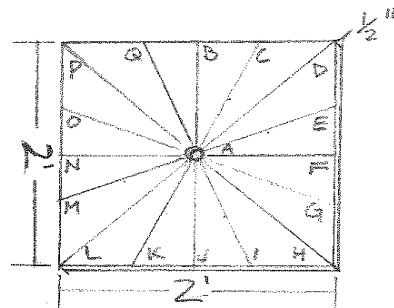
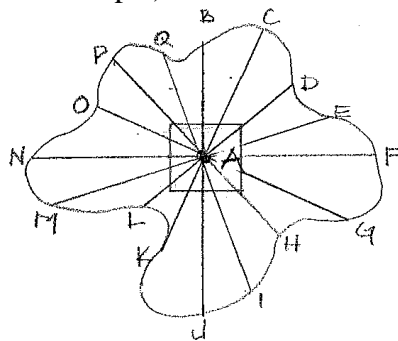
$$\begin{aligned} \text{Area (cb)} &= (c \times e) / 2 \\ &= (18 \text{ ft} \times 4 \text{ ft}) / 2 \\ &= 36 \text{ ft}^2 \end{aligned}$$

$$\begin{aligned} \text{Area (fd)} &= (f \times d) / 2 \\ &= (2 \text{ ft} \times 21 \text{ ft}) / 2 = 21 \text{ ft}^2 \end{aligned}$$

$$\begin{aligned} \text{Total Area} &= \text{Area (cd)} + \text{Area (ce)} + \text{Area (fd)} \\ &= 378 \text{ ft}^2 + 36 \text{ ft}^2 + 21 \text{ ft}^2 \\ &= 435 \text{ ft}^2 \end{aligned}$$

## Non-Uniform Round

First measure 16 evenly spaced radii from the same center point (point A). This is called the *center point*. Next take the average of all the radii  $(B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q) / 16$ . Use the average radii to calculate the area of a circle. (12.25 ft. in this example).

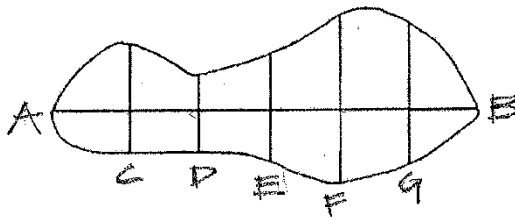


Board used for measuring

Example: Non-Uniform Round							
Length of each offset line:							
B = 10 ft	E = 12 ft	H = 10 ft	K = 9 ft	N = 16 ft	Q = 9 ft	C = 15 ft	F = 15 ft
I = 15 ft	L = 8 ft	O = 10 ft					
D = 10 ft	G = 13 ft	J = 17 ft	M = 15 ft	P = 12 ft			
Number of radii = 16							
Average length of offset lines							
= (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q)							
/ (Number of radii)							
= (10 + 15 + 10 + 12 + 15 + 13 + 10 + 15 + 17 + 9 + 8 + 15 + 16 + 10 + 12 + 9)							
/ 16							
= 12.25 ft							
Total Area = $\pi \times 12.25^2$ ft							
= 3.14 x 12.25 ft x 12.25 ft							
= 471 ft <sup>2</sup>							

## Non-Uniform Ellipses

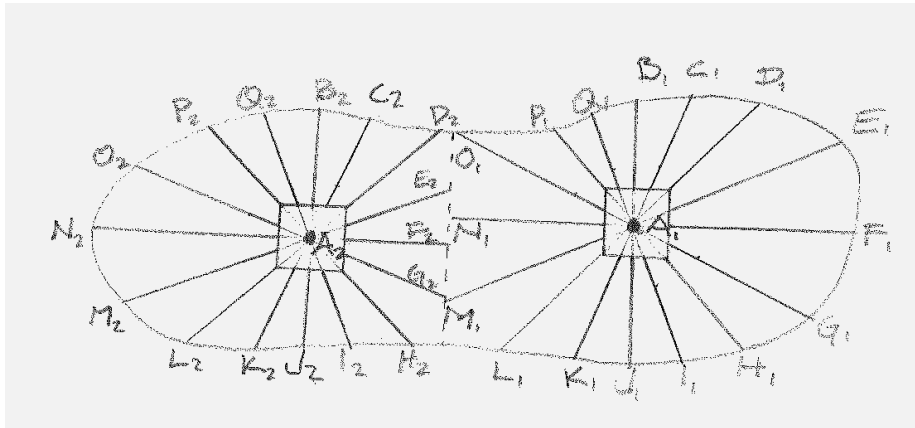
The method used for irregular shaped areas is called the "offset method". First measure the length of the longest axis of the area (line AB). This is called the *length line*. Next, divide the length line into equal sections, for example 10 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through G). These lines are called *offset lines*. Finally, add the lengths of all offset lines and multiply the result times the distance that separates these lines (10 ft. in this example). This is most notably different from Non-Uniform Rectangular in that neither the left or right edges of the shape are measured in the ellipse.



Example: Non-Uniform Ellipse	
Length line (AB) = 60 ft	
Distance between offset lines is 10 ft apart	
Length of each offset line	
C = 15 ft	F = 25 ft
D = 10 ft	G = 20 ft
E = 15 ft	
Total length	
of offset lines = C + D + E + F + G	
= 15 + 10 + 15 + 25 + 20	
= 85 ft	
Total Area = (Distance between offset lines)	
x (sum of the length of offset lines)	
= 10 ft x 85 ft	
= 850 ft <sup>2</sup>	

## Non-Uniform Ellipses Alternate

An alternate method of measuring non-uniform ellipses is by dividing the ellipses in uniform parts and utilizing the non-uniform round method as described above. An example is shown below.



## Attachment B

### Consultant Pricing Proposal Sheet (Required)

The following Proposal Pricing Sheet is required to be completed by each RFP Consultant.

<b>Consultant Pricing Proposal Sheet</b>		
<b>Consultant Name:</b> _____		
<b>Consultant Contact Information:</b> <b>Name of Principal</b> _____ <b>Address</b> _____ <b>Phone No.</b> _____ <b>Email:</b> _____		
		<b>Costs Below are on</b>
<b>Item</b>	<b>Task Description</b>	<b>Costs</b>
1	For Installation Verification and Data Collection of Residential WBICs, HENs, Spray-to-Drip, and Turf Removal	Per Residential Site Visit: \$ _____
2	For Installation Verification and Data Collection of Commercial WBICs, HENs, Spray-to-Drip, and Turf Removal	Per Hour for Commercial: \$ _____
3	Administrative duties as described in Task 1	Per Hour: \$ _____
4	Per Mile Charge	Per Mile: \$ _____

The costs submitted by the Consultant will be used to negotiate a contract

# Attachment C

## 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>1</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**.

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<sup>1</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.

**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 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	Company
Name:	Contact Name:
Title:	Title:
18700 Ward Street, P.O.Box 20895	Address:
Fountain Valley, CA 92708	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 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**. 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** Ethics 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:**

\_\_\_\_\_

Date \_\_\_\_\_

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

Date \_\_\_\_\_

**Internal Use Only:**

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

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

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

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

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

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. #

## EXHIBIT "A"

ETHICS POLICY	§7100-§7111
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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**

**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 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: