

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
(MWDOC)**



**REQUEST FOR PROPOSALS
TO PROVIDE
Information Technology Managed Services**

RFP No. IT0124-001

**Issue Date: January 4, 2024
Proposals Due: January 22, 2024**

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I. About the District

The Municipal Water District of Orange County (MWDOC) is a wholesale water supplier and resource planning agency. MWDOC was formed by Orange County voters in 1951 under the Municipal Water District Act of 1911. MWDOC is Metropolitan Water District of Southern California's third largest member agency, providing and managing the imported water supplies used in Orange County as well as providing other services to its member agencies and other interests in Orange County.

MWDOC's efforts focus on sound planning and appropriate investments in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness. MWDOC's service area covers all of Orange County, except for the cities of Anaheim, Fullerton, and Santa Ana. Local water supplies meet nearly half of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water – from northern California and the Colorado River – through the Metropolitan Water District of Southern California. MWDOC delivers this water to its 28 member agencies, which provide retail water services to approximately 2 million people.

MWDOC is governed by a seven-member Board of Directors. Each director is elected by the public to represent a specific division in Orange County. MWDOC also appoints four individuals to effectively represent the interests of Orange County on the Metropolitan Board; they hold key leadership positions on the Board of Directors that oversee policy development, strategy, and implementation.

Labor Force

MWDOC currently has 42 employees which includes 36 full-time positions (business hours Monday through Friday, 8am to 5pm) consisting of Administration, Finance/Information Technology, Government and Public Affairs, Engineering and Planning, Water Use Efficiency departments (includes Water Loss Control), and Metropolitan Issues and Water Policy, Emergency Planning (includes Water Emergency Response Organization of Orange County); as well as several part-time and intern positions supporting various departments. The IT Department consists of one full-time IT Analyst under the direction of the Director of Finance and Information Technology. MWDOC operates out of offices in Fountain Valley, California, and employees utilize a hybrid work schedule and some members routinely travel in the course of their job responsibilities.

Information Technology

The IT department consists of one full-time IT Analyst who oversees six physical servers, nine virtual machines, and approximately 90 workstations. Wired and wireless networks are used for business purposes, and applications exist on-premises, hybrid, and in the cloud.

For more information, go to:

Website: www.mwdoc.com

Facebook: <http://www.facebook.com/pages/Municipal-Water-District-of-Orange-County/122742807774775>

Twitter: https://twitter.com/intent/user?screen_name=MWDOC

II. Purpose

The Municipal Water District of Orange County is currently accepting proposals from qualified firms to support the IT Department and provide IT managed services in key areas. The successful proposer shall perform services in accordance with the provisions, specifications, and instructions set forth in this Request for Proposal (RFP). The successful Managed Service Provider (MSP) will be awarded a one-year contract and may be offered four consecutive options to renew for one additional year.

III. Scope of Work

MWDOC is seeking the services of a highly qualified agency to work closely with MWDOC IT department staff to plan, configure, implement, monitor, and maintain the following:

Cybersecurity

- **Backup** – Oversee and execute backup plans for critical servers on a regular basis; test recovery processes and participate in at-least one recovery exercise (table-top, functional) annually.
- **Business Continuity and Disaster Recovery** – Execute and support recovery efforts based on Recovery Time Objective (RTO) and Recovery Point Objective (RPO) agreed upon by leadership team; develop and refine plans annually.
- **Cybersecurity** – Assist with developing and implemented security strategies, establishing policies and procedures, overseeing security operations, managing risks, and incident response.
- **Network Support** – Provide proactive monitoring, configuration, and maintenance of switches, firewalls, routers, and Wi-Fi systems.
- **Patch Management and Preventive Maintenance** – Provide management of critical security and system patches to all servers and laptops on the network to ensure MWDOC systems and resources are properly managed and maintained.
- **Server and Network System Monitoring** - Provide monitoring of servers, virtual machines, network systems with proactive communications and escalation protocols based on the severity of any unscheduled outages.

- **Technical Assistance** – Provide technical assistance when requested to assess, configure, and monitor systems such as Active Directory, Azure Active Directory, Windows Server, Group Policy, and Office 365; this list is not intended to be all inclusive.
- **Vulnerability Scanning** – Provide vulnerability testing, both internally and externally, to determine flaws and potential vulnerabilities that may exist; perform scans at a minimum of bi-annually.

Governance

- **Compliance/Regulation** – Support rules and regulations as provided by relevant governing organizations; provide best practices and recommendations.
- **Reporting** – Provide relevant reports based on performance from help desk and including system health, uptime, maintenance, and backup performance.
- **Strategic Planning** – assessment, planning, and guidance leading to improved security, reliability, performance, cost savings, and modernization.

Support

- **Break Fixes** – Provide on-call break/fix services including emergency response to server issues.
- **Desk Support** - Provide level-1 and level-2 support during business hours when the MWDOC IT Analyst is unavailable (approximately 40 business days a year; typically days are known in advance); utilize a ticketing system and provide industry best practices, processes, and procedures; includes desktop, laptop, networking, and printer support while both at MWDOC offices and while working remotely; MWDOC is seeking an MSP where all support staff have an intimate knowledge of our people, technology, and operating environment.
- **On Site Support** – When needed, the MSP deploys onsite resources to assist with issues which cannot be resolved through remote access and during cybersecurity incident response; it is desirable for occasional onsite visits of support technicians to foster relationships and site familiarization.

Miscellaneous

- **Special Projects** – Provide project management and technical engineering services to assist with identified projects; project management to be billed on an hourly basis (rates to be included in proposal)

The District already has the following software/services in-place:

- Backup capabilities
- Anti phishing/malware
- Comprehensive Endpoint Detection and Reporting

- Log Manager
- Password Management
- Security Training

The following items are out-of-scope for this RFP:

- Cloud vendor management
- Copiers
- End-user training
- Mobile Device Management
- Onboarding/offboarding staff
- PC Deployment
- Phones/VoIP
- Procurement Management
- Software Licensing Control
- Vendor Management
- Warranty and Asset Inventory Management
- Web Hosting

IV. Minimum Qualifications

1. The proposer has advanced knowledge of practices relating to hardware, software, servers, networking, cybersecurity, and cloud computing.
2. The proposer has a demonstrated track record of success in conducting managed services for a minimum of five years to public entities.
3. The proposer has references from comparable public agencies within California.
4. The proposer can demonstrate a clear understanding of the knowledge, skills, and abilities needed to complete the project scope.
5. The proposer can meet District requirements specifically related to completion of the District's Standard Consulting Agreement.

V. Proposal Content Requirements

To be eligible for consideration, the Consultant's response to this RFP shall include the following sections:

- **Title Page:** Title page showing the RFP subject, Project Name and Title, the firm's name and address, and the date of the response.
- **Transmittal Letter:** A signed letter of transmittal briefly stating the Consultant's understanding of the purpose of the RFP, a commitment to participate in the entire selection process as determined by MWDOC, and a paragraph statement of why the firm believes itself to be best qualified to provide MWDOC with the services requested.
- **Key Personnel:** Identification of all key individuals assigned to the contract, specific responsibilities, and associated qualifications.
- **Qualifications and Experience:** A description of each of the team member's work experience and qualifications to perform the services outlined in the RFP, as well as past clients and projects related to the scope of work for this RFP.

- **References:** A minimum of three (3) references that can attest to the Consultant's demonstrated experience in conducting similarly scoped services.
- **Business History:** Company background including length of time in business.
- **Cost:** Proposed fee schedule commensurate with the defined scope of work. The proposal must indicate whether it is a fixed-fee basis proposal that included all estimated project costs, including professional services, travel, printing, and other project costs.

Other Details

Identification of Responder

- Legal name and address of the company
- Legal form of company (partnership, corporation, joint venture, etc.). If the company is a joint venture, identify the joint venture members and provide all information required under this section for each member. If a company is a wholly owned subsidiary of a "parent company," identify the "parent company."
- Number of years that the company has been in business.
- Number of employees.
- Proximity of key support staff to Fountain Valley, California (MWDOC offices)
- Name, title, address, and telephone number of the person to contact concerning the Proposal.
- Name, title, address, and telephone number of the person who will sign the agreement if selected for the project.

Statement of Conflict of Interest

The responding consultant shall submit a statement verifying that personal and organizational conflicts of interest prohibited by law do not exist in conformance with the District's Standard Agreement for Professional Services (Exhibit A). The consultant and all sub-consultants shall submit any documentation required by the District.

VI. Proposal Submittal Process and Instructions

The District anticipates that the process for reviewing proposals and awarding the contract, will be according to the following tentative schedule. The District reserves the right to amend or modify the anticipated schedule as needed.

Description	Date
Issue RFP	January 4, 2024
Last Day for Questions	January 16, 2024
Proposal Due	January 22, 2024
Proposal Review	January 23, 2024
Vendor Interviews (<i>if necessary</i>)	January 30, 2024
Administration and Finance Committee Review	February 14, 2024
Board Review and Approval	February 21, 2024
Finalize Contract and Obtain Signatures/Insurance	February 26 - 28, 2024
Begin Work	March, 2024

Note: No pre-proposal meeting is planned to be held regarding this RFP.

Proposals shall be submitted to MWDOC no later than January 22, 2023, at 5:00 p.m. and should be addressed to:

Hilary Chumpitazi
 Director of Finance/Information Technology

Municipal Water District of Orange County
 18700 Ward Street
 Fountain Valley, CA 92728

hchumpitazi@mwdoc.com

Please submit one (1) electronic copy. Proposals received after the date and time listed above will not be accepted or considered.

All questions regarding information contained in this RFP should be directed to David Anderson in writing via email at danderson@mwdoc.com. Responses to inquiries will be provided within 48 hours and responses posted to the MWDOC website.

VII. Interviews

Based on evaluation of the written proposals, MWDOC will have the option of selecting a short list of consultants for an interview process. The interviews will provide an opportunity for consultant to present their team's approach to the project and plans to meet the tasks and goals. Respondents should reserve Tuesday, January 30, should interviews take place.

VIII. Evaluation Criteria

MWDOC will select the most qualified consultant based on the following criteria:

1. Ability of the consultant to perform the specific tasks outlined in the RFP;
2. Qualifications of the specific individuals who will work on the project;
3. Demonstrated record of success (references) on work previously performed;
4. Proposals will be examined for compliance with all the requirements of this RFP
5. Proposals that do not comply will be subject to disqualification without further consideration.
6. Pricing

Rights of the District

The District may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Work described in the RFP. District reserves the right, in its sole and absolute discretion, to take any of the following actions:

- Reject any or all proposals and issue a new RFP.
- Cancel, modify, withdraw, or extend the RFP.
- Issue addenda, supplements, and modifications to this RFP.
- Modify the RFP process (with appropriate notice to proposers).
- Approve or disapprove the use of particular subcontractors and substitutions and/or changes in proposals.
- Revise and modify, at any time before the proposal's due date, the factors it will consider in evaluating proposals and otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the District will provide an addendum to all registered proposers setting forth the evaluation criteria or methodology changes. The District may extend the proposal due date if such changes are deemed by the District, in its sole discretion, to be material and substantive.
- Hold meetings and exchange correspondence with the proposers responding to this RFP to seek an improved understanding and evaluation of the proposals. If individual proposer informational meetings are held, all proposers submitting a responsive proposal shall be allowed to participate in an individual proposer informational meeting.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the proposals.
- Failure to submit the information required by the RFP requirements and procedures may cause disqualification. The District reserves the right to waive minor omissions, deficiencies, or irregularities in the proposal at its sole discretion.

- Reject the proposal from any team that changes its proposal after the submittal due date and time without following the procedures of this proposal and without the District's written approval.

Questions and Disclosures

Any questions related to the scope of services, proposal requirements, or selection process must be submitted in writing via the email address noted in section regarding Pre-Submittal Activities. Questions shall contain the following title in the Subject line: "IT Managed Services RFP" to danderson@mwdoc.com. The closing date for questions is January 16, 2024, 5:00 p.m.

Any written questions, if answered, will be answered in writing, and conveyed to all interested parties. Oral statements regarding this Request for Proposals ("RFP") by any person should be considered unverified information unless confirmed in writing. All correspondence with MWDOC and Proposals submitted in response to this RFP will become the exclusive property of MWDOC. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). MWDOC will have no liability to the Respondent or other party as a result of any public disclosure of any proposal or the Agreement

Special Conditions

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal under this RFP, or to procure or contract for work. All proposals submitted in response to this RFP become the property of the District.

The selected firm will be required to sign a Professional Services Agreement and to provide the insurance certificates and all other required documentation within ten (10) calendar days of notification of selection. By submitting a proposal, the respondent agrees to all the terms of the RFP, unless exceptions are stated by the respondent in its proposal. MWDOC reserves the right to enter negotiations with one or more respondents to consider requested exceptions or changes to the RFP.

Exhibit A - MWDOC 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 "A"** 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 subconsultants for **SERVICES** under this **AGREEMENT**.

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 "C" 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 "A"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If the **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "A,"** 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 "A."** **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 "A"** 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 "A."** 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 "A"** 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 "A"** 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 affected 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	Consulting Firm:
Harvey De La Torre	Consultant:
Interim General Manager	Title:
18700 Ward Street, P.O. Box 20895	Address:
Fountain Valley, CA 92708	Telephone:

D. Billing and Payment

CONSULTANT's fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **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 **the 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 "A."** 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 subconsultant'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**, the **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 nonpayment 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 in 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 a subconsultant 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 "B."**

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 "B."**

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 **the 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 "A"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "A"** 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 "A."**

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 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 rights, 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 to this **AGREEMENT** may be made without the written consent of both **PARTIES**.

XV ELECTRONIC SIGNATURES

The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes **PARTIES** to conduct business electronically. In accordance with California Civil Code section 1633.5, **PARTIES** acknowledge, consent, and agree that transactions subject to this **AGREEMENT** may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this **AGREEMENT**, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature.

This consent to conduct transactions by electronic means through the use of electronic and/or digital signatures extends to the execution of this **AGREEMENT** or any related contract or other document necessary for the performance of this **AGREEMENT** including, without limitation, any related offers, proposals, bids, amendments, change orders, task orders and notices.

XVI 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.

XVII 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 _____

Harvey De La Torre
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 B – Ethics Policy

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 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, notepads, 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 complete the standard Exhibit "B" (below). BOTH Parties must verify that all sections of this form are FULLY ADDRESSED, and the appropriate exhibit is attached and labeled accordingly.