



**REQUEST FOR PROPOSALS - WUE2024-002**

**For**

**Professional Services**

**For**

**Conservation as a California Way of Life  
Technical Assistance Program**

RFP Release Date: October 11, 2024  
Proposal Due Date: 5:00 pm PDT, October 28, 2024  
(via e-mail to [sfetter@mwdoc.com](mailto:sfetter@mwdoc.com))

# Conservation as a California Way of Life Technical Assistance Program

## I. Introduction

The Municipal Water District of Orange County (MWDOC) is a regional wholesaler of imported water from the State Water Project and Colorado River. MWDOC obtains this water from the Metropolitan Water District of Southern California and sells it to 27 retail water agencies (RWAs) throughout Orange County, California. MWDOC is governed by a seven-member elected Board of Directors. To learn more about MWDOC, please visit [www.mwdoc.com](http://www.mwdoc.com).

MWDOC and its RWAs invite your firm to submit a proposal to provide professional services in the form of technical assistance to prepare for and comply with the Making Conservation a California Way of Life framework. Up to 30 RWAs (MWDOC's 27 member agencies and 3 non-member water providers in Orange County) may access the Technical Assistance Program (TAP or Program). The engagement for this technical assistance is planned for 5 years beginning January 2025.

As shown in Figure 1, MWDOC will act as lead agency contracting directly with the selected consultant(s) (TAP Provider) and RWAs. MWDOC will facilitate participation by RWAs through a technical assistance election process. The TAP Provider will be notified of each RWA's elections as they are formalized through a signed exhibit and will be given authorization to begin providing services to that agency. The TAP Provider will invoice MWDOC monthly, or as necessary, for work completed by task for each RWA and provide reporting, including but not limited to, a description of work completed during the invoice period, the invoice amount, and the balance of funds remaining.

**Figure 1.** Contractual Structure of Technical Assistance Program



Each RWA will make elections through the exhibit process and will have the ability to begin or discontinue tasks on an annual basis within the contract period. The TAP Provider will help make annual recommendations to RWAs for elections based on individual RWA needs.

The TAP Provider should be aware that the tasks defined in the Scope of Work below are the initial tasks, and additional tasks may be added over time. The language in this RFP may be used by other water wholesalers looking to provide similar services to their member agencies.

## **II. Background**

In 2018, the California State Legislature enacted two policy bills, Senate Bill 606 and Assembly Bill 1668, to establish a new framework for long-term improvements in water conservation. Collectively, these bills are referred to as Making Conservation a California Way of Life, or Conservation Framework. The Conservation Framework includes a water supplier-level Urban Water Use Objective (UWUO), which is an estimate of aggregate efficient water use from the previous fiscal year based on adopted water use efficiency standards (Regulation) and local service area characteristics for that year. The UWUO is the aggregate estimated efficient water use for residential indoor water use, residential outdoor water use, outdoor irrigation associated with dedicated irrigation meters (DIMs), estimated efficient water losses, and may include approved variances and a potable reuse bonus incentive. Additionally, the Conservation Framework includes commercial, industrial, and institutional (CII) Performance Measures, which are non-volumetric and focus on CII account classifications, thresholds for converting mixed CII meters to DIMs or in lieu technologies, CII best management practices (BMPs), and identification of and information sharing with disclosable buildings.

On July 3, 2024, State Water Resources Control Board (Water Board) adopted the Conservation as a California Way of Life Regulation, which can be found on the Water Board's website here [waterboards.ca.gov](https://waterboards.ca.gov), or can be downloaded directly through this link [Regulation Text V6](#). The Regulation tasks urban water suppliers with reporting requirements in addition to the UWUO and CII Performance Measures compliance. The first Annual Report submitted by RWAs was due by January 1, 2024, and covered either Fiscal Year 2022-2023 or Calendar Year 2022. The next report will be due by January 1, 2025, and covers Fiscal Year 2023-2024. Reports will be due each year that follows, as outlined in the Regulation Text. RWAs will need to achieve compliance with the water use objectives by January 1, 2027.

RWAs throughout Orange County have had a long-standing commitment to water use efficiency. Close to half of the RWAs are members of the California Water Efficiency Partnership and Alliance for Water Efficiency, voluntarily committing to implement cost effective water use efficiency programs. All 30 RWAs are actively implementing a broad portfolio of water efficiency programs targeting all customer classifications.

The objective for this Program is to aid RWAs with preparation for compliance, meeting the UWUO and CII Performance Measures requirements, and reporting compliance. The RWAs have already begun familiarizing themselves with the Regulation by participating in MWDOC-hosted discussions and other workshops designed to introduce the topic. Many RWAs have expressed the sentiment that the implementation and reporting requirements for the Regulation are extremely burdensome, and additional support is needed.

### **III. Scope of Services**

MWDOC proposes to hire a TAP Provider(s) that will provide technical assistance to MWDOC and up to 30 RWAs in Orange County, California. Due to the range of RWA familiarity with the Regulation requirements, availability of staff resources, and service area size, MWDOC anticipates the need to customize technical assistance to each participating agency.

#### **Description of Work**

##### **Task 1 – Program Management**

Objective: Provide overall Program management internally and with MWDOC and RWAs.

Details: TAP Provider will manage the day-to-day activities of the services with both MWDOC and participating RWAs. This includes establishing clear channels of communication with all parties, reporting of progress of work completed, invoicing, budget management, and scheduling for all selected Sub-Tasks (see Task 3) for each RWA. Diligent Program management should result in successful and timely completion of selected services throughout the term of the agreement.

TAP Provider will maintain a Program contact list and communicate with RWAs and MWDOC as needed. Coordination may also be required with other consultants working on related but separate tasks related to the Conservation Framework, for example classification and measurement of landscapes associated with DIMs. Tap Provider will schedule meetings, as needed, with MWDOC and/or participating RWAs, invoice MWDOC as outlined in Exhibit “B,” with invoices broken out by RWA and Sub-Task, and provide reports that serve as invoice backup. These reports should include important Program updates, data summaries, and timeline projections for each Sub-Task, as applicable, and any other important information. Invoicing should occur monthly, or less frequently as appropriate, as approved by MWDOC. The TAP Provider will create the backup report format, to be approved by MWDOC. A final Task and/or Program completion report per Task completed by RWA will be provided by TAP Provider outlining work completed.

Deliverables for Task 1:

- Monthly Program invoicing and associated backup reports
- Final Task completion report

##### **Task 2 – Readiness Assessment and Onboarding**

Objective: Perform RWA-specific readiness assessments, including Task recommendations, as part of the RWA Program onboarding process.

Details: TAP Provider will work with participating RWAs to perform a compliance readiness assessment as part of the onboarding process. This is intended to guide the RWAs to sign up for the appropriate and needed Program Tasks. The readiness assessment should evaluate each RWA’s needs for the coming year, available data, and include a gap analysis to identify

areas of focus (e.g. does the RWA have DIM measurements?). This is intended to be a high-level assessment and does not need to be very detailed; more detailed analyses and information are expected in other Tasks, such as Sub-Task 3a - Framework Compliance Plan. This onboarding process will include one or more one-on-one meetings and should give the TAP Provider and RWAs an opportunity to develop the clear Task by Task plan for work to be completed in the coming year along with associated costs.

MWDOC will provide the list of RWAs that will ultimately receive the benefits under this Program. MWDOC will enter into an agreement with each of the RWAs separately from the contract with the TAP Provider. MWDOC will provide the contact information for the lead RWA staff once MWDOC and RWA agreement is executed.

TAP Provider will collaborate to host onboarding meetings with each participating RWA, establish points of contact, and schedule additional meetings, as needed throughout the Program. TAP Provider will answer technical questions throughout the term of the agreement from participating RWAs and/or MWDOC.

- Establish RWA responsibilities and the next steps of the process going forward.
- Execute non-disclosure agreements (NDAs), if necessary, with the RWAs and MWDOC to ensure any sensitive information such as billing identifiers, phone numbers, water consumption is kept private. All parties to review these agreements prior to execution.

#### Deliverables for Task 2:

- Readiness assessment
- NDAs (if necessary)

### **Task 3 – Conservation Framework Assistance Measures**

The following Sub-Tasks are designed to assist RWAs with preparation for and compliance with specific areas of the Conservation as a California Way of Life Framework. Sub-Tasks 3a-3e include the development of a Framework Compliance Plan, Annual Report Completion and Data Management, Commercial Industrial, and Institutional (CII) Account Classifications, CII BMP Implementation Plans, and Miscellaneous Technical Assistance. Sub-Task 3f represents consultant provided recommendation and is optional. More than one Sub-Task recommendation is welcomed. On an annual basis, or more frequently, RWAs will choose which Sub-Tasks they plan to access through collaborative discussions between TAP Provider and RWA within Task 2 - Retail Agency Onboarding. Task 3 Sub-Tasks and deliverables are defined below.

#### **Sub-Task 3a – Framework Compliance Plan**

Objective: Provide a customized Framework Compliance Plan (Framework Plan) that outlines (i) what participating RWAs need to do to prepare for compliance and (ii) what needs to be implemented to achieve the water savings necessary to comply with their Urban Water Use Objective.

Details: The Framework Plan will include two customized parts for each participating RWA: (i) the plan for a RWA to prepare for compliance, and (ii) the plan for a RWA to comply with the

UWUO. The Framework Plan should include actions and associated costs the RWA should take each year so that by 2027, they will have all data necessary and be within their UWUO to submit an annual report that demonstrates compliance.

*(i) Prepare for Compliance*

The Prepare for Compliance section of the Framework Plan is intended to assist participating RWAs with identifying and understanding data gaps and work that needs to be done to be able to comply with the administrative needs of the Regulation. This includes a plan outlining the data and needs required for implementation and compliance and how to obtain it. This section expands upon the Readiness Assessment in Task 2 by providing more detail and information. Types of data and needs considered include, but are not limited to:

- DIM landscape area measurement data
- MUM identification and measurement data
- Overall data warehousing improvement needs
- CII customer classification development needs
- CII BMP development needs

The Framework Plan should be clear and concise, explaining the specific actions a RWA should take, and the timing associated with it. Additional factors may include things like updating the billing system to be able to identify residential, DIM, MUM, and CII water use. Water Loss is being addressed outside the scope of this Program and, therefore, will not need to be included in the prepare for compliance planning.

*(ii) Implementation*

The Implementation section of the Framework Plan is intended to outline a five-year compliance plan for the RWAs to meet and/or work towards meeting their UWUO. It should include calculations of the RWA's UWUO, based on best available data, which will be compared to RWA Actual Water Use (AWU) data to assess compliance. The Framework Plan should estimate water savings needed to comply with objectives at the required milestones referenced below and the water use efficiency program implementation needed to achieve those water savings.

Program implementation should be specific and include suggested water savings programs for the RWA to participate in over the next five years. Additionally, the Framework Plan will include approximate devices and/or square footage quantities associated with those programs, which are needed to achieve the necessary savings in context of the UWUO. Costs associated with the suggested program implementation should be included, specifically costs to the RWA regarding program implementation, such as supplementing rebates already offered by Metropolitan Water District or MWDOC. TAP provider will make suggestions and work with RWA to realistically assess RWA supplemental funding for which programs and at what amount(s). Cost and program implementation quantity should be itemized per program and broken out by the milestones stated in the Regulation, as applicable. The Tap Provider is welcome to use tools such as the Alliance for Water Efficiency (AWE) Water Conservation Tracking tool (or others) to calculate water savings, costs, or other metrics.

The Framework Plan is intended to focus on the next five years for the RWA; it is understood that some milestones are further than five years in the future. Additional five-year plans may be developed in future years to continue planning efforts for RWAs to meet all future milestones.

Milestones include, but are not limited to:

- Beginning January 1, 2027, and every year thereafter, each RWA must annually demonstrate compliance with its Urban Water Use Objective.
- Outdoor residential water use requirements by 2035 and 2040, as listed in § 968.
- Outdoor irrigation of landscape areas with dedicated irrigation meters or equivalent technology in connection with CII water use requirements by 2035 and 2040, as listed in § 969.
- Indoor residential water use requirements, as listed in § 967.
- The Bonus Incentive for potable reuse water is listed in § 971.

Water Loss is being addressed outside the scope of this Program and, therefore, will not need to be included in the Implementation section.

TAP Provider will evaluate eligibility and need to apply for variances and/or temporary provisions. This includes assessing eligibility for “additional” water use budget to supplement a RWA’s objective for any given year. Note that there are different timelines for when and how long these options are in play for a RWA’s objective.

- Indoor variances and temporary provisions are listed in § 967.
- Outdoor variances and temporary provisions are listed in § 968 and § 969.

#### Deliverables for Sub-Task 3a:

- Framework Compliance Plan that addresses preparation for compliance and implementation over the next five years.
- Estimate water savings and associated device/program implementation needed to comply with objectives at required milestones.
- Estimate costs needed to comply with objectives at required milestones.

### **Sub-Task 3b – Annual Report Compilation and Data Management**

Objective: Support participating RWAs with the submittal of the annual Report to the State Water Resources Control Board (Water Board), including support for data management and updates.

Details: TAP Provider will prepare and submit the annual Report for the participating RWAs according to § 975 of the Regulation. TAP Provider will assist with organization and management of data needed to comply with the reporting requirements of the Regulation. The TAP Provider will be responsible for:

- Assisting RWA with the Water Board-provided reporting template, including inputting information in necessary fields.
- Developing and calculating the RWAs annual UWUO in accordance with the Regulation.
  - Water Loss information will be provided to the TAP Provider to include in calculation. TAP Provider will not need to calculate water loss standards.

- Calculation of the UWUO to include Bonus Incentive, if applicable. Eligible RWAs include those within Orange County Water District's service territory, as shown in Attachment C, and benefit from the Groundwater Replenishment System. These RWAs include East Orange County Water District, Golden State Water Company, Irvine Ranch Water District, Mesa Water District, Serrano Water District, and Yorba Linda Water District and the Cities of Anaheim, Buena Park, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Palma, Orange, Seal Beach, Santa Ana, Tustin, and Westminster. It is important to note, not all that are listed may sign up for this Program and/or Task. MWDOC will provide the product of the loss factor for groundwater recharge and recovery ( $LF_G$ ), the volume of potable recycled water recharging the groundwater basin ( $R$ ), and the total groundwater basin extractions ( $V_{BP}$ ) as shown in §971(b)(1). TAP Provider to work with RWA to calculate the RWA's eligible groundwater basin extraction ( $V_g$ ) and final calculation of Bonus Incentive.
- Compiling and inputting data necessary to comply with reporting requirements associated with CII Performance Measures listed in sections § 972, § 973, and § 974.
- Completing all sections of Report as needed.
- Annual Reports will be submitted by January 1 for the previous fiscal year. Reports will be submitted according to Water Board's direction and are anticipated to have a submittal window of October through December each year.
- If State Open Data needs updates or corrections are needed, TAP Provider will assist RWAs with updating those sources (e.g. Clearinghouse, SDWIS, etc.) according to the Water Board's direction during the open period to do so, dictated by the Water Board.
- Compiling any additional relevant data, as specified in the Regulation, for a RWA that meets the criteria described in the Regulation.
- Explore potential Framework Variances for participating RWAs that are not meeting their objective:
  - Evaluate eligibility for variances and/or temporary provisions. This includes assessing eligibility for "additional" water use budget to supplement a RWA's objective for any given year. Note that there are different timelines for when and how long these options are in play for a RWA's objective, as specified in the Regulation.

#### Deliverables for Sub-Task 3b:

- Annual Report preparation and submission.
- Organize and manage data needed to comply with the reporting requirements of the Regulation, including State Open Data updates.

### **Sub-Task 3c – CII Account Classifications**

Objective: Classify participating RWA's CII customer accounts according to classification guidance.

Details: TAP Provider to classify all CII water accounts for participating RWA, based on the end-use of water for the water user, in accordance with § 972 of the regulation. This includes the 18 Energy Star Portfolio Manager's broad categories plus 4 additional categories.



RWAs will provide a list of CII accounts and any available, relevant information such as address, owner, etc. Each meter will receive one classification based on the primary water use activity at the location where water is used. The approach taken to classify accounts will be suggested by the TAP Provider and must be agreed to by the RWA. If additional data is needed, TAP Provider will support MWDOC and/or RWA with identifying data needs, sources, and best route to accomplish the classifications. This may include NAICS codes, local government data bases such as business licenses or tax, mapping tools, community development departments, and more. Classification for agencies with existing categorization systems (such as NAICS) will require the translation of the existing system to Energy Star classifications.

Section 972 of the Regulation states that water suppliers must classify existing CII water users by June 30, 2027 and by June 30, 2028, and thereafter, maintain a 95 percent classification rate of all its water users. TAP Provider to classify according or this timeline, or sooner if possible. TAP Provider to develop a plan for the RWA to maintain 95% classification after initial classification is complete.

The 18 Energy Star Portfolio Manager's broad categories can be found here [www.energystar.gov](http://www.energystar.gov). The 4 additional categories include CII Laundries, Landscapes with Dedicated Irrigation Meters, Water Recreation, and Car Wash.

#### Deliverables for Sub-Task 3c:

- Classifications of all CII accounts.
- Guidance plan to keep classification at 95% moving forward.

### **Sub-Task 3d – CII Best Management Practices (BMP) and In-Lieu Technologies Implementation Plan**

Objective: For each participating RWA, create an implementation plan mapping compliance with the CII BMP requirements of § 974, the in-lieu technologies and accompanying BMP requirements in § 973, and disclosable buildings requirements in § 974a.

Details: TAP Provider will create a customized BMP Implementation Plan (BMP Plan) for each participating RWA. The BMP Plan is intended to prepare participating RWAs with CII Performance Measures and compliance of § 974. The TAP Provider will work with each RWA to identify the best option to utilize from § 974 (c) (1), (2), or (3), and subsequently identify the top CII water users as listed in that section. The BMP Plan should lay out how the RWA should comply with the BMPs according to § 974 (d) and/or (e) and associated costs.

Additionally, the BMP Plan will include:

- Customized recommendations for specific BMPs to appropriate customer types.
- Identification of existing conservation programs, or suggested new programs, that are needed to meet requirements.
- Roadmap to implement recommendations, including marketing and available resources RWAs can utilize.
- Identify if the RWA meets the criteria for § 974 (g) and/or (i) and, if so, how the RWA should comply with the BMPs.

- Cost estimates for all components of implementation including, but not limited to, the cost of marketing and rebate programs funding. Cost estimates should be itemized to show costs per each BMP to implement.

The BMP Plan will also include a roadmap for complying with section § 973 regarding in lieu technologies and/or conversions to DIMs. TAP Provider will not need to identify large landscapes; this information will be provided by MWDOC/RWAs through an effort outside of this Program. TAP Provider should include suggested in-lieu technologies and BMPs to be offered for each participating RWA to implement.

The BMP Plan will also include reference to the disclosable building requirements in § 974a, with a reporting process and/or mechanism for RWAs to compile and provide data to disclosable building property owners, if requested. MWDOC will provide TAP Provider with a list of disclosable buildings in each participating RWAs service territory. TAP Provider to verify list is complete, accurate, and consistent with § 974a of Regulation Text, and update the list as needed. The reporting mechanism should include the ability to provide the following data, consistent with § 974b of Regulation Text:

- For each meter, deliver the last four characters of the meter serial number serving the building.
- For each meter, aggregate water use data, in monthly intervals, for at least the previous year, by one of the methods specified in the Regulation.

Deliverables for Sub-Task 3d:

- Retailer-specific BMP, In-Lieu Technology, and Disclosable Building Implementation Plan.

### **Sub-Task 3e – Miscellaneous Framework Technical Assistance**

Objective: Provide Conservation Framework-related miscellaneous technical assistance, as needed, per RWA.

Details: Throughout the duration of the contract, RWAs may require additional assistance related to the Conservation Framework that does not fall within the scope of the tasks listed in this RFP. The TAP Provider will be available to provide miscellaneous assistance, as needed, on an hourly rate basis. TAP Provider will assess the level of support needed and associated costs through consultation with the RWA and will provide a Cost Proposal. MWDOC and RWAs will approve the cost proposal before the TAP Provider proceeds with work. The Cost Proposal will be developed in accordance with hourly rates in TAP Contract

Deliverables for Sub-Task 3e:

- Cost Proposal
- Other work to be defined during consultation with RWAs

### **Sub-Task 3f – Consultant Recommended Task(s)**

Objective: RFP respondents have the option to include any additional, relevant tasks to the TAP Program in their Proposal. Additionally, contracted TAP Provider may suggest additional tasks during the course of the contract.

Details: RFP respondents may include in their Proposal a suggestion of one or more additional relevant tasks not included in Tasks 1-3e that may benefit the overall goal of the TAP Program. Details must be included in Proposal including, but not limited to, the objective, details, deliverables, and pricing/administrative costs. Additionally, throughout the duration of the contract, the selected TAP Provider may recommend additional tasks to service RWAs in meeting Regulation Text requirements. Acceptance of the recommended task(s) is dependent on RWAs needs and MWDOC approval.

Deliverables for Sub-Task 3f:

- Dependent on Task objective and details; must be approved by MWDOC.

## Summary of Tasks

Task	Objective	Deliverables
Task 1 – Program Management	Provide overall Program management internally and with MWDOC and RWAs.	<ul style="list-style-type: none"> <li>• Monthly Program invoicing and associated backup reports</li> <li>• Final Task completion report</li> </ul>
Task 2 – Readiness Assessment and Onboarding	Perform RWA-specific readiness assessments, including Task recommendations, as part of the RWA Program onboarding process.	<ul style="list-style-type: none"> <li>• Readiness assessment</li> <li>• NDAs (if necessary)</li> </ul>
Sub-Task 3a – Framework Compliance Plan	Provide a customized Framework Compliance Plan that outlines (i) what participating RWAs need to do to prepare for compliance and (ii) what needs to be implemented to achieve the water savings necessary to comply with their urban water use objective.	<ul style="list-style-type: none"> <li>• Framework Compliance Plan that addresses preparation for compliance and implementation over the next five years.</li> <li>• Estimate water savings and associated device/program implementation needed to comply with objectives at required milestones.</li> <li>• Estimate costs needed to comply with objectives at required milestones.</li> </ul>
Sub-Task 3b – Annual Report Compilation and Data Management	Support participating RWAs with the submittal of the annual Report to the State Water Resources Control Board (Water Board), including relative data management support.	<ul style="list-style-type: none"> <li>• Annual Report preparation and submission.</li> <li>• Organize and manage data needed to comply with the reporting requirements of the Regulation.</li> </ul>
Sub-Task 3c – CII Account Classifications	Classify participating RWAs' CII customer accounts according to classification guidance.	<ul style="list-style-type: none"> <li>• Classifications of all CII accounts</li> <li>• Guidance plan to keep classification at 95% moving forward.</li> </ul>
Sub-Task 3d – CII BMP Implementation Plans	For each participating RWA, create a BMP Implementation Plan that maps out compliance with the CII BMP requirements of § 974, the in-lieu technologies and accompanying BMP requirements in § 973, and the disclosable building requirements.	<ul style="list-style-type: none"> <li>• Retailer-specific BMP, In-Lieu Technology, Disclosable Building Implementation Plan.</li> </ul>
Sub-Task 3e – Miscellaneous Framework Technical Assistance	Provide Conservation Framework related, miscellaneous technical assistance, as needed, per RWA.	<ul style="list-style-type: none"> <li>• Cost Proposal</li> <li>• To be defined during the consultation with RWAs</li> </ul>
Sub-Task 3f – Consultant Recommended	RFP respondents have the option to include any additional, relevant, tasks to the TAP Program in their Proposal. Objective to be defined by RFP respondent.	<ul style="list-style-type: none"> <li>• Dependent on Task objective and details; must be approved by MWDOC.</li> </ul>

#### IV. Project Implementation Schedule

The anticipated Program schedule is set forth below. Consultant must provide their anticipated schedule if it deviates from the schedule provided as follows:

Task Description	Date
Release of RFP to Consultants	October 11, 2024
RFP Questions to MWDOC (optional)	By October 21, 2024
Notice of Intent to Submit a Proposal	By October 21, 2024
RFP Q&A to Consultants	October 23, 2024
Proposal Due Date	October 28, 2024
Proposal Review	October 29 – November 8, 2024
Consultant Selection: Committee Consideration Board Consideration	December 2, 2024 December 18, 2024
Contract Execution	By January 30, 2025
Contract Work Period	January 2025 – January 2030

#### V. Information to Be Submitted

The proposal must be clear and concise, well organized, and should demonstrate your firm and team qualifications and experience for conducting this work. The Proposal must contain the following information at a minimum:

- A. **SCOPE:** The Proposal shall include a detailed scope of work and methodology that comprehensively defines and describes the proposed approach for conducting Task 1, Task 2, and all selected Sub-Tasks under Task 3. This scope of work will be used as a basis for contract negotiations. The scope of work shall, at minimum, address the items shown in Section III “Scope of Services.” The Consultant should be efficient in its conduct and approach to this Program; if it makes sense to deviate from MWDOC’s proposal, the Consultant shall explain why in the Proposal. The Consultant is encouraged to make recommendations that would enhance the overall Program, suggest additions or deletions to the scope, or note any items that are missing from this scope that should be addressed to best achieve the primary objectives for this work. The scope of work shall specifically account for information to be developed and provided by MWDOC to reduce TAP costs.
- B. **TEAM:** Descriptions of specific experience and capabilities of designated Program manager and key team members that are directly relevant to the scope of work. Key personnel assigned to the Program shall not be reassigned without prior MWDOC written approval.
- C. **REFERENCES:** Description of the Program team’s past record of performance on similar projects for which your firm has provided services. Include a concise summary of such factors as control of costs, quality of work, and ability to meet schedules. Include

five client references that may be contacted by MWDOC, preferably from California, for similar work conducted by the Consultant team.

- D. **SCHEDULE:** Assurance of the firm's ability to staff and complete all work, considering the firm's current and planned workload and the schedule provided. In the event you believe your firm may not have the capability to provide assistance to as many as 15 or more RWAs at the same time, please indicate the capacity you could handle.
- E. **DETAILED BUDGET AND SUPPORTING DOCUMENTATION:** The TAP Provider shall provide a detailed breakdown of the estimated hours that each task will require and the contributions split between the TAP Provider and any sub-contractors. The TAP Provider shall also separately identify costs of all sub-contractors and other direct reimbursable costs to the Program such as reproduction, mileage, etc. The detailed supporting information should allow MWDOC to understand how the costs submitted in Attachment A were developed for both a Low and High level of effort. The TAP Provider shall explain why their task allocation of labor hours and costs provides an effective use of funds to meet the objectives of this effort. The TAP Provider shall recommend areas where the scope of work can be reduced, adjusted, modified, or approached differently to keep the Program costs reasonable. The costs submitted should reflect the economies of scale of having a single contract to provide assistance to a minimum of 15 RWAs simultaneously while having a single point of contact at MWDOC. MWDOC will also use its staff to assist the TAP Provider in getting information from and to the agencies.

The detailed budget and support documentation and costs submitted by the TAP Provider will be used to negotiate a contract dependent on the number of agencies involved. For the purposes of the proposal submittal, the TAP Provider shall assume 15 RWAs participating in Tasks 1-3.

- F. **CONFLICT OF INTEREST:** Provide documentation that personal or organizational conflicts of interest that are prohibited by law do not exist.
- G. **CONTRACT:** A sample copy of MWDOC's professional services agreement is included as Attachment B. Please state in your Proposal your willingness to accept the agreement terms and conditions. If you require any changes, please include in your Proposal any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with the TAP Provider, MWDOC will consider your proposed modifications during TAP Provider selection and retains the right to reject any portion of your proposed modifications.
- H. **PROPOSAL LENGTH and SIZE:** The letter of transmittal, executive summary, technical approach, and labor hour/cost allocation proposal are not held to a page limit. The scope of work for all Tasks and Sub-Tasks, excluding Sub-Task 3f, which is not held to a page limit, shall not exceed an additional 10 single-sided 8½ by 11-inch pages. The Proposal supporting tables and figures specific to this Program shall not exceed an additional 10 single-sided 8½ by 11-inch pages. The Program team organization chart, key team member resumes, representative project experience, and client references for the key team members, shall not exceed an additional 10 single-sided 8½ by 11-inch pages. To

accommodate emailing the proposal to the Proposal Review Panel members, the overall proposal file size shall not exceed 8 MB.

Following the contract award by the Board of Directors, the agreement documents will be sent out for execution first by the Consultant and then by MWDOC. A notice to proceed will be issued at that time.

## **VI. Selection Process and Other Instructions/Limitations**

Once the RFP is released, all interested consultants will have the opportunity to submit questions to MWDOC via email contact regarding the RFP until the deadline listed for “RFP Questions to MWDOC (optional)” under Section IV “Program Implementation Schedule.” MWDOC will email out a compiled list of all questions and corresponding answers to all consultants that submitted questions and/or notified MWDOC of interest in receiving the list by the deadline listed for “RFP Q&A to Consultants” under Section IV “Program Implementation Schedule.”

A Proposal Review Panel (PRP) consisting of representatives from MWDOC and the RWAs will review the proposals and consider the following factors to select the most qualified firm/team:

- Completeness of Proposal
- Understanding and approach to the work
- Quality of the Task descriptions to undertake the scope of work
- Team and Program manager experience in similar projects
- Professional qualifications of the team
- Firm resources and capabilities
- Quality of previous work performed as indicated by letters of reference and/or reference checks
- Demonstrated ability to manage and conduct the work within the proposed budget and schedule
- Cost of services and efforts proposed to meet the objectives of this work

The PRP will review all written proposals considering the above factors. During the Consultant selection process, the PRP members may contact either the recommended firm or a short list of firms to obtain additional information and may contact recent clients.

Based upon this process, the PRP will recommend a firm or firms to MWDOC’s Board of Directors for award of this work. The selected firm(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 and throughout the agreement term.

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

MWDOC and RWAs may make such investigations as they deem necessary to determine the ability of the TAP Provider to provide the goods and/or service as specified, and the TAP

Provider shall furnish to MWDOC, upon request, all such information and data for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award to complete the selection process to enable a recommendation to be made to MWDOC's Committee and Board.

MWDOC reserves the right to reject any or all Proposals, either separately or as a whole, and accept any Proposal or portion of any Proposal presented that 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 the Respondents to this RFP. All Proposals submitted become the property of MWDOC.

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

Be advised that all information contained in Proposals 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 II  
Work: 714-593-5004  
[Sfetter@mwdoc.com](mailto:Sfetter@mwdoc.com)

All questions received will be responded to on the deadline listed for "RFP Q&A to Consultants" under Section IV "Program Implementation Schedule." Questions and answers will be compiled into a single living document that will be shared among all prospective respondents. Respondents are asked to notify MWDOC of their interest in responding to the RFP and to provide appropriate contact information by the deadline listed for "Notice of Intent to Submit a Proposal" under Section IV "Program Implementation Schedule." This contact information will be used to share the Question-and-Answer document during the response period with the respondents that have notified MWDOC.

Proposals must be submitted to Sam Fetter via e-mail at [sfetter@mwdoc.com](mailto:sfetter@mwdoc.com) by 5:00 pm PDT, October 28, 2024.

Attachments:

- A. Respondent Bid Sheet
- B. MWDOC Standard Professional Services Contract



# Attachment A

## Conservation as a California Way of Life Technical Assistance Program

### Respondent Bid Sheet

Company Providing Bid: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

<b>Bid Sheet: Tasks 1 and 2</b>		Estimated Cost Per Task Per RWA: (fixed costs only)
Task 1: Program Management	Annual Cost	
Task 2: Readiness Assessment and Onboarding	One-time cost	

<b>Bid Sheet: Sub-Tasks 3a-3f</b>		Estimated Cost Per Task Per RWA: (If a fixed cost, enter the same estimate into both columns for the Sub-Task)	
Leave estimates blank for any Sub-Tasks you do not wish to bid on		Low Level of Effort*	High Level of Effort*
Sub-Task 3a: Framework Compliance Plan	One-time cost		
Sub-Task 3b: Annual Report Compilation and Data Management	Annual cost		
Sub-Task 3c: CII Account Classifications	One-time cost		
Sub-Task 3d: CII Best Management Practices Implementation Plan	One-time cost		
Sub-Task 3e: Miscellaneous Framework Technical Assistance	Hourly Rate		
Sub-Task 3f: Consultant Recommended Task(s)**			

\*Low and High Levels of Effort are distinguished by the characteristics of the participating RWAs which can vary by geographic and population size, retailer-specific complexities, and/or data or other resource availability.

\*\*If applicable, provide documentation to describe the additional task(s) you recommend .

## Attachment B

### STANDARD AGREEMENT FOR CONSULTANT SERVICES (FEDERAL GRANT PROGRAM)

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**. **CONSULTANT** will determine whether **SERVICES** implicate prevailing wage and if so, pay the applicable prevailing wage rate for all work and comply with all other requirements of the prevailing wage law.

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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 expending and invoicing the **DISTRICT 80%** of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

B. Fees

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

#### C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be 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 O.C.  
Harvey De La Torre  
General Manager  
18700 Ward Street, P.O. Box 20895  
Fountain Valley, CA 92708

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

#### D. Billing and Payment

**CONSULTANT's** fees shall be billed by the 10<sup>th</sup> day of the month for the previous month's activities. Invoices received by the 10<sup>th</sup> 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 **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 "C."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

## **VI** INSURANCE REQUIREMENTS

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

### **A. Workers' Compensation Insurance**

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

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

### **B. Professional Liability Insurance**

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

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

### C. Other Insurance

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

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

### D. Expiration of Coverage

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

## VII INDEMNIFICATION

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

- a. Any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of **CONSULTANT**, its officials, officers, employees, sub-consultants or agents in connection with the performance of the **CONSULTANT'S SERVICES** or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. **CONSULTANT's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by

**CONSULTANT**, the **DISTRICT**, its Directors, officials, officers, employees, agents, or authorized volunteers.

- b. , If **CONSULTANT**'s obligation to defend, indemnify, and/or hold harmless arises out of **CONSULTANT**'s performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, **CONSULTANT**'s indemnification obligation shall be limited to 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 **SERVICES** 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.
- c. 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**.
- d. 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.

Notwithstanding anything to the contrary in this Agreement, **CONSULTANT** is not obligated to indemnify, hold harmless, or defend **DISTRICT** against any claim (whether direct or indirect) if such claim or corresponding loss arises out of or result from **DISTRICT's**: (1) active negligence or more culpable act or omission (including recklessness or willful misconduct); (2) bad faith failure to comply with any of its obligations set forth in this Agreement; or (3) use of the deliverables in any manner that does not materially conform with the usage instructions, or guidelines, or specifications.

## **VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

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

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** 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."**

## **IX PERMITS AND LICENSES**

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

## **X LABOR AND MATERIALS**

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

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



## **XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

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

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

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

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

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

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

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

## **XII OWNERSHIP OF DOCUMENTS AND DISPLAYS**

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

such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

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

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

### **XIII**                    EQUAL OPPORTUNITY

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

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

### **XIV**                    INTEGRATION OF ALL OTHER AGREEMENTS

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

### **XV**                    ELECTRONIC SIGNATURES

Notwithstanding any grant obligation to the contrary, 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.

## **XVIII COMPLIANCE WITH FEDERAL REQUIREMENTS**

**CONSULTANT** acknowledges that some portion of the funding from this **AGREEMENT** and/or the program to which the **CONSULTANT's** services will contribute has been provided by one or more federal agencies. **CONSULTANT**, by execution of this **AGREEMENT**, declares that all relevant times it will be and/or act in compliance with requirements imposed on such federally assisted programs, as stated in **Exhibit "C"** hereto.

**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. #

Internal Use Only:

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

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

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

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

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

## EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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### §7100 PURPOSE

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

### §7101 RESPONSIBILITIES OF BOARD MEMBERS

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

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

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

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

Motion - 1/17/96;

### §7103 CONFLICT OF INTEREST

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

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

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

#### §7104 GIFTS

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

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

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

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

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

Motion - 1/17/96;

#### §7105 PERSONS OR COMPANIES REPORTING GIFTS

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

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

#### §7106 USE OF CONFIDENTIAL INFORMATION

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

#### §7107 POLITICAL ACTIVITIES

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

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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.

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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" 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. #
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1. Term – Commencement (Insert Date) \_\_\_\_\_ Termination (Insert Date) \_\_\_\_\_
  2. Fees/Rates to be billed - \$\_\_\_\_\_. **CONSULTANT's** fees shall be billed by the 10<sup>th</sup> day of the month for the previous month's activities. Invoices received by the 10<sup>th</sup> 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**.
  3. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$\_\_\_\_\_.
- 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 description) \_\_\_\_\_
  5. Consultant Representative: \_\_\_\_\_

**EXHIBIT "C"**  
**REQUIREMENTS SPECIFIC TO**  
**FEDERAL GRANT PROGRAMS**

**1. TERMINATION**

**A. Termination for Convenience** - **DISTRICT** may terminate this Agreement for any reason, upon a determination that doing so is in the interest of **DISTRICT**, by giving **CONSULTANT** at least thirty (30) days prior written notice of such termination. Such termination shall not relieve **DISTRICT** from responsibility for payment for services rendered by **CONSULTANT** after the notice of termination.

**B. Termination for Cause** - **DISTRICT** may terminate the agreement for cause, effective immediately upon written notice of such termination to **CONSULTANT**, based upon the occurrence of any of the following events:

- (1) Material breach of the Agreement by **CONSULTANT**
- (2) Cessation of **CONSULTANT** to be licensed, as required by law
- (3) Failure of **CONSULTANT** to substantially comply with any applicably federal, state or local laws or regulations
- (4) The voluntary or involuntary filing of any petition under any law for the relief of debtors with respect to **CONSULTANT**
- (5) Conviction of **CONSULTANT** of any crime other than minor traffic offenses

**C. Compensation Upon Termination** - If the services of **CONSULTANT** are terminated, in whole or in part, **CONSULTANT** shall be compensated as provided herein for all services within the scope of work set for the in Exhibit "A" to the Agreement and all approved change order work performed prior to the date of such termination.

**2. Breach By Contractor - Withholding Payment** - In the event **DISTRICT** has reasonable grounds for believing **CONSULTANT** will be unable to materially perform the services under this Agreement or unable to complete the services within the not to exceed amount described in this Agreement, or if the **DISTRICT** becomes aware of a potential claim against **CONSULTANT** or **DISTRICT** arising out of **CONSULTANT'S** negligence, intentional act or breach of any provision of this Agreement, including a potential claim against **CONSULTANT** by **DISTRICT**, then **DISTRICT** may withhold payment of any amount payable to **CONSULTANT** that **DISTRICT** determines is related to such inability to complete the services, negligence, intentional act, or breach.

**3. Equal Opportunity** - **CONSULTANT** must comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**4. Copyrights** - Pursuant to 40 CFR §31.34, the EPA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed

pursuant to, or in the course of the services provided under, the Agreement, and (b) any rights of copyright to which CONTRACTOR purchases ownership pursuant to, or in the course of the services provided under, the Agreement.

**5. Record Maintenance - CONSULTANT** must allow **DISTRICT**, EPA, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of the **CONSULTANT** directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts and transcriptions. **CONSULTANT** must retain all Agreement-related records for three years after the **CONSULTANT** receives final payment.

**6. No Award to Excluded Parties - CONSULTANT** may not award any subcontract for services to be provided under the Agreement to persons (individuals or organization) listed on the Federal Excluded Parties List System (EPLS), which is available at <http://www.epls.gov/>.

# Attachment C

## MWDOC Service Territory Map

