



**Municipal Water District of Orange County**

**REQUEST FOR PROPOSALS**

**for**

**Professional Services**

**for a**

**Web Based Rebate Processing and  
Databasing Platform  
RFP No. WUE2025-001**

**Proposals Due: 5:00 pm PDT, July 21, 2025**  
(via email to [tfann@mwdoc.com](mailto:tfann@mwdoc.com))

**Questions for clarification by email only  
are due by: June 30, 2025**

**Electronic submittals only**

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# 1. Introduction

## 1. Who We Are

The Municipal Water District of Orange County (MWDOC) is a public agency, formed by Orange County voters in 1951 under the Municipal Water District Act of 1911. MWDOC'S mission is to provide reliable, high-quality water supplies from Metropolitan Water District of Southern California (MWD) and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for all of Orange County. MWDOC serves most of Orange County through 27 retail water agencies, see Figure 1. As a wholesale water supplier and resource planning agency, 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, headquartered in Fountain Valley, is governed by a seven-member elected Board of Directors, with each Board member representing a specific division of the County. MWDOC is a recognized leader in its water use efficiency programs. Through an innovative, multi-agency approach, MWDOC has formed partnerships with local, regional, state, and federal agencies to create award-winning multi-benefit water use efficiency programs that target all water users – residential/commercial property owners, businesses, and industrial customers.

The Turf Replacement Rebate Program and the Spray-to-Drip Rebate Program are just some of MWDOC's ongoing efforts to help maximize the efficient use of water. Please read more about these programs here: <https://www.mwdoc.com/save-water/water-use-efficiency/>.

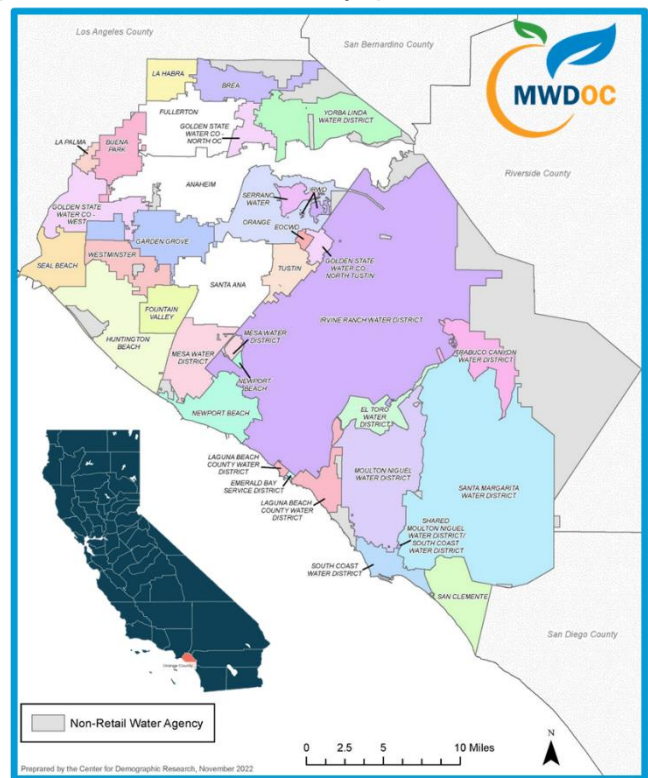


Figure 1. MWDOC Service Area.

## 2. Background

MWDOC is seeking an established Webpage/Software/Database Developer (Consultant) to develop a new Water Use Efficiency Program Web-Based Participant Rebate Processing and Databasing Platform ("Platform"), such as a software as a service, for MWDOC's Turf Replacement Rebate Program and Spray-to-Drip Rebate Program ("TRP," "S2D," or collectively the "Programs"). Subsets of the TRP are the Landscape Design Rebate Program (LDR) and Tree Rebate Program, both of which are managed through the current MWDOC Platform.

MWDOC's Programs have operated since 2010 and aim to increase water use efficiency by incentivizing Orange County property owners to replace water-intensive ornamental turf grass with California Friendly landscapes, as well as replace their traditional over-head spray sprinkler systems with drip irrigation.

The Programs are available to residential, commercial, and public agency customers within MWDOC's service area. However, the Landscape Design Rebate subset of the TRP is available only to residential customers. Table 1 below lists the program offerings and eligible customers.

**Table 1. Programs and Eligible Account Types**

Program	Customer Account Type
<b>Turf Replacement Rebate Program</b>	Residential, Commercial, Public Agency
<b>Tree Rebate</b>	Residential, Commercial, Public Agency
<b>Landscape Design Rebate</b>	Residential Only
<b>Spray-to-Drip Rebate Program</b>	Residential, Commercial, Public Agency

A link to the current MWDOC Platform from a customer facing perspective can be found here: [mwdoc.dropletportal.com/rebate/start](http://mwdoc.dropletportal.com/rebate/start). It is encouraged that the Consultant submit a test application on the current Platform and navigate through to the end as if you were an actual applicant. Notifying MWDOC via email to [tfann@mwdoc.com](mailto:tfann@mwdoc.com) and [turfremoval@mwdoc.com](mailto:turfremoval@mwdoc.com) prior to starting the test application is required.

MWDOC invites your firm to submit a proposal for RFP No. WUE2025-001 to provide professional services for the development and delivery of the MWDOC Platform. The selected Consultant shall have demonstrated capabilities and experience in the fields of webpage/software/database development to provide a web-based Platform for the administration of MWDOC's Programs. The Platform must include both a public-facing online registration/application portal and an internal processing portal for MWDOC staff, retail water agency administration, and third-party inspection vendors. The Platform must enable MWDOC to track participation, communicate with participants, approve applications through a streamlined user interface, and access all captured data through organized data tables. The Consultant must be able to, on an ongoing basis over the term of the agreement, modify the Platform as directed by MWDOC staff, and be flexible and responsive to the changing needs of the Programs. The term of the agreement will be for a total of 5 years maximum.

### 1.2.1 Existing Rebate Processing Platform Process

The current MWDOC Platform involves input from several parties for a program participant to go from start to finish and receive a rebate check. Participants initiate the process by submitting an online application for TRP and/or S2D. Administration of the Programs is carried out by MWDOC staff who process the rebate applications, assign pre-construction inspection (pre-inspection) and post-construction inspection (post-inspection) work orders, maintain website materials, answer phone and email inquiries, review submitted project receipts to determine overall project costs, and process rebate checks. A combination of MWDOC staff, retail agency staff, and inspection vendors interact directly with the existing Platform by performing mandatory pre- and post- project inspections and project area measurements.

The current list of administrative accounts on the Platform consists of:

- 8 MWDOC Water Use Efficiency Staff accounts
- 4 MWDOC Accounting Staff accounts

- At least 54 Retail Agency Staff accounts (27 member agencies with an average of 2 accounts each)
- 5 Inspection Vendor accounts

The current web-based system allows MWDOC staff and other program partners to maneuver between stages of each application, keep track of changes, and leave comments. These stages are organized with the following titles and are detailed below:

1. Submitted applications
2. Pre-inspection assigned
3. Pre-inspection complete
4. Letter to Proceed Sent
5. Active projects
6. Submitted projects
7. Post-inspection assigned
8. Post-inspection complete
9. Completed projects

There are three alternate sections for applications:

1. Partial applications
2. Cancelled
3. Denied

Customers create an account to apply through the Platform, which allows them to upload their water bill, landscape design, before and after pictures of their project area, and all project installation invoices. These applications (TRP and S2D) are split by residential (Res), commercial/industrial applications (CII), and public agency account types. These categorizations are relevant as there are different rules for each of the property types, and it is important that the Platform continue to allow for these distinctions.

MWDOC saw as many as 193 applications a month for TRP and 23 applications a month for S2D as a response to the most recent drought. After the most recent drought, MWDOC receives on average 15 TRP and 10 S2D applications per month. With the many moving parts of the Programs, MWDOC needs a streamlined system that will continue to manage input from MWDOC, retail water agencies, inspection vendors, and customers. The Consultant will need to be able to easily incorporate feedback and desired changes. Several opportunities exist for procedural improvements in consistency, efficiency, and application-to-rebate-check processing time.

The MWDOC Programs process, as it currently exists, is broken down into 14 distinct steps, starting with the Customer Application Submittal and ending with monthly reporting/invoicing. The 14 steps are listed in Table 2.

**Table 2. Steps of the current Programs process**

Step	Description	Completed by
1	Customer logs onto the Online Application Platform and submits their application, including e-signing the Program Terms & Conditions	Customer
2	Application Review	MWDOC

3	Pre-Inspection Assignment	MWDOC
4	Pre-Inspection	Retail Agency or Inspection Vendor
5	Funding Reservation and Letter to Proceed (LTP) to Customer	MWDOC
6	Customer e-signs LTP	Customer
7	Customer performs their Turf Replacement and/or Spray-to-Drip Retrofits	Customer
8	Customer submits their completed Project photos and invoices/receipts to the Online Application Platform	Customer
9	Project Review	MWDOC
10	Post-Inspection Assignment	MWDOC
11	Post-Inspection	Retail Agency or Inspection Vendor
12	Completed Project Application Approval	MWDOC
13	Rebate Check Run	MWDOC
14	Metropolitan Water District and Member Agency Reporting & Invoicing	MWDOC

### 1.2.2 Operational and Fiscal Oversight

The current MWDOC Platform allows for high quality fiscal oversight with stringent control measures. The rebate paid to the customer is funded by a variety of sources including State and Federal Grants, Regional Water Providers such as Metropolitan Water District of Southern California, and local Retail Water Agencies. Financial practices to safeguard these public funds are thorough, with high levels of quality control and rebate process monitoring. The Consultant's plans for implementing fiscal oversight and quality control Program processes are a required section in your RFP response.

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

- As part of the customer's application review, each customer's water bill (provided by customer) is checked for eligibility by MWDOC staff, and photos provided by customer are checked by MWDOC staff to verify site has existing, maintained turf.
- One hundred percent of applications receive a pre-inspection. Pre-inspections are conducted in person or aerially by retail agency staff or a third-party vendor. The in-person site visit consists of communicating with the applicant about their site's project area, measuring square footage, and taking inspection photos. The aerial inspection is currently performed outside of the Platform using independent imagery tools. The pre-inspection report is uploaded to the customer's application, and this initial measurement is used to establish a rebate reservation for each customer.
- A Letter to Proceed (LTP) is sent to the customer to verify that their project site has been inspected and measured and that they can proceed with their project. Currently, the LTP is automatically generated, with an option for MWDOC staff to add text before

sending. The customer receives and signs the LTP through DocuSign. The DocuSign account is currently managed by the existing Platform's vendor, but MWDOC staff access the DocuSign account through a MWDOC account.

- At the time the LTP is sent, funding from multiple sources (state, federal, regional, local sources) is allocated and assigned to each application. The Platform assigns multiple "funding rules," to each application. Only certain funding rules are accessible to certain applications. Funding rules that are available for applications differ for the site type (Res, CII, or Public Agency), location (North Orange County or South Orange County), and which MWDOC retail agency is serving the site. MWDOC staff need the ability to develop and assign these funding rules at the time of LTP and to change or add funding rules several times a year as funding sources come on and offline.
- Following submission showing acceptable project completion by the participant, one hundred percent of project sites receive a post-inspection. Site visits are conducted in person either by a third-party vendor or the local water agency staff. The site visit consists of communicating with the applicant about their project area, measuring square footage, and taking project photos. The post-inspection report is uploaded to the customer's application and is used to verify square footage of Turf Replacement and/or Spray-to-Drip conversion.
- The post-inspection measurement is used to calculate and pay the final rebate amount. (The customer self-reported square footage is not used for rebate calculations, only for initial eligibility estimates). The final rebate amount cannot exceed the initial rebate reservation. Funding rules that were assigned at LTP can be changed at the time of final project approval. The requested new Platform must accommodate this. The assigned funding rules inform MWDOC Accounting staff of the rebate amount and amounts from each source of funding.
- Program staff reviews all applications, pre-inspection and post-inspection photos, inspection results, and customer project related receipts. Customer receipt amounts are totaled to determine eligible cost and, ultimately, the overall project cost. Rebates paid to the participant cannot exceed actual project costs as established by the project receipts. The maximum potential rebate is calculated based on square footage of the project, and for TRP projects, whether the project is eligible for LDR and the Tree Rebate. The Platform will need to have the ability for the customer to upload their receipts in a logical, comprehensive manner so they are easily reviewed.
- Three MWDOC staff (Program Manager, the Water Use Efficiency Programs Supervisor, and an accounting staff member) review each application, the water bill, and the project invoices. All applications are currently reviewed in this manner before payment. The application is not allowed to move through this individual review process until it is approved by each staff member.

All documents need to be stored and accessible in the Platform after projects close, so that they can be reviewed at any time for audit and grant compliance reviews. MWDOC's retention policy requires that all documents need to be maintained and accessible for a minimum of seven (7) years from the date of the rebate check.

### 1.2.3 Existing Program Participation

As of May 30, 2025, the current Turf Replacement and Spray-to-Drip Rebate Program database contained 9,302 (TR) and 2,266 (S2D) project applications, respectively. The various stages of the rebate process are: in-progress applications, completed projects for which rebates had been provided, and cancelled and denied applications.

## 2. Scope of Services

The Water Use Efficiency Programs Processing and Databasing Platform RFP Consultant response will consist of four main tasks as described below and shall be used as the basis to produce Consultant's submitted cost structure. MWDOC WUE Staff will provide overall project management and coordination to administer the rebate programs. The primary role of the Consultant is to develop, maintain, and improve over the 5-year term of the agreement a rebate processing Platform, provide initial training, and troubleshoot any issues that arise. The budgeted Consultant hours included in the response should reflect this objective. Consultant response should address in detail each of the following items:

### 2.1 Task 1 - Consultant Project Management

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

- Platform development
- Project kick-off meetings (including meeting agendas, presentations, and minutes)
- Collection, review, and import of existing Program data
- Monthly status meeting(s)
- Training workshop(s)
- Project launch coordination

Ongoing (post launch) Project Management should include:

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

#### 2.1.1 Project Meetings

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

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



### 2.1.2 Training Workshops

The Consultant shall provide training for MWDOC, the retail agencies, and inspection vendors prior to the public launch of the Platform. For purposes of cost budgeting in the submittal, assume one training session with MWDOC followed by a broader, two-hour training session for retail agencies and inspection vendors who will access the web-based database to track progress on application processing. The Consultant must have remote capabilities for virtual Workshops.

### 2.1.3 Invoice Submittal

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

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

## 2.2 Task 2 - Platform Development

### 2.2.1 Platform Requirements

MWDOC is seeking a TRP and S2D Program software as a service Rebate Processing and Databasing Platform that will integrate the following categories of the TRP and S2D processes:

**Automatic Triggers:** Utilization of automatic triggers incorporated at key points along the Programs application process to send notifications via emails to customers, the inspection vendor, retail agencies, and MWDOC staff. Flexibility to change messaging and the recipients of automatic triggers.

**Database Structure:** Utilization of a database structured efficiently for speed, size, ease of accessibility, quality control, and all security protocols to track the entire process of the application from customer submittal through rebate payment. The unique application tracking number should delineate the program, account type, and the retail agency. The database should contain, by the unique tracking number, all customer documentation including, but not limited to, water bills, customer information, site pre- and post-installation photos, site plans, project invoices and customer service logs. The system will need to accommodate all file format attachments throughout all steps. The Platform must have open API access, and data exports must be compatible with ESRI GIS Software. While the customer submitted application is online, the application must be able to print to pdf in a readable format. The new Platform must be capable of being populated with data from closed applications from MWDOC's current database.

**Program Portals:** Utilization of program portals for a variety of users with varying levels of interaction including (1) program management by MWDOC Water Use Efficiency staff, (2) MWDOC accounting staff, (3) retail agencies, (4) inspection vendor(s), and (5) customer interaction. The Platform should track which user performed each action taken for an application. MWDOC staff should be able to readily view and modify all pertinent program data.

MWDOC, retail agency staff, and the inspection vendors should have easy access to customer file information, an overview of open work orders, and inspection data entry. Customers should be able to securely access their application at any step. Access to program portals should be password and username protected. Currently, MWDOC manages what customers can see and can also turn on and off features for different retail agencies. MWDOC also updates content on the customer-facing website, including the program overview and resources page. For the retail agencies, MWDOC can waitlist or turn on and off which programs their residents can apply for, update the point of contact, and note who performs their site inspections. The Platform must also be mobile-friendly.

**Inspection Data Entry:** Retail agencies and the inspection vendors will be equipped to perform their own data entry during and after pre- and post-installation inspections. The Platform will grant access to only their required applications on the Platform with all other applications protected from viewing/data entry. All such files, pre- and post-installation photos, site plans, and area measurements would then be uploaded and accessible through the program portal in real-time.

**Email Automation:** Automatic emails to be generated for each status report and milestone including, but not limited to, application received, application cancelled or denied, inspection notifications, customer project deadline reminders, and customer project approved notifications. Such emails would be sent to retail agencies, the inspection vendor, customers, and MWDOC staff, as appropriate.

**Report Generation:** The Platform must provide for the ability to generate specific reports based on databased information. These reports will be utilized for program activity review, water savings, rebate funding tracking, third party invoice generation, and purchase requisition queries. The Platform must have the ability to be flexible in generating all aspects of the reports, such as filtering, date ranges, organization, and final formatting customization. The Platform should be able to generate a printable report of an application.

**Comment Portal:** MWDOC, agency staff, and inspection vendors will be able to add comments to each application. The comment will log the date it was submitted and by whom.

**Digital Signatures:** Customers are required to sign the Program terms and conditions upon application submittal and the LTP before starting their project. Retail agency staff sign off on the pre-and post-inspections performed by inspection vendors. MWDOC currently uses DocuSign to collect signatures and requires incorporation of it into the Platform.

**Secure Document Upload:** The Platform must have a secure document upload feature to handle sensitive information, such as IRS W-9 forms. This functionality should ensure that all uploaded documents are encrypted, with appropriate access controls in place to restrict unauthorized viewing and to protect personal and financial information.

**Funding Reservations:** Funding rules can be automatically calculated based off project square footage, while others are calculated based on eligible trees (for the Tree Rebate) or eligible design costs (for LDR). Funding amounts can also be adjusted manually in case they need to be reduced based on the customer's eligible project costs.

**Storage:** The Platform must be capable of securely handling and storing a large volume of files, including photos and documents, for each application. This includes the ability to support high-

resolution image uploads, common document formats, and multiple file uploads at a time. The Platform should be able to scale storage capacity as the number of applications grows over time. The Platform must maintain data integrity and security through appropriate backup and encryption protocols.

### 2.2.2 Program Steps

The Platform software MWDOC is seeking will be comprised of the following stepwise summary of the features, which concurs with the 14 steps outlined in Table 2 and encompasses the requirements stated above.

#### Initial Landing Page

The landing page is a resource for all information on the Programs. It gives potential and current applicants a central location to apply, find information, and access the terms and conditions. MWDOC will provide Consultant with the text of these pages during Platform development. MWDOC must have the ongoing ability to edit these pages. The components of these pages are:

- i. Home Page
- ii. Turf Replacement Information
  - a. Program Overview
  - b. Participation Process
  - c. Terms and Conditions
  - d. Sustainability Features
  - e. Design Rebate
  - f. Tree Rebate
  - g. Application
- iii. Spray to Drip Information
  - a. Program Overview
  - b. Participation Process
  - c. Program Terms and Conditions
  - d. Eligible Products
  - e. Application
- iv. Resources
- v. Support
- vi. Account Login

#### Application Submittal

The entire application process is online for the customers from the point of application submittal to the final paperwork submittal and rebate check mailing status. In the case where a participant completes a paper application, MWDOC or the retail agency should be able to input the application information on the customer's behalf. All application data would be automatically stored in the Platform. The application should have the capability to show different fields for Res, CII, and Public Agency projects. The Platform should be able to validate the addresses entered on the application. Customers would be given secure password protected access to their personal portal, where they can create multiple applications, upload needed documents, access Program information, track the progress of their application(s), and communicate with program administrators when necessary. Upon application submittal, customers would automatically receive a personalized email with their application number stating that their application has been received.

#### Application Review

All application data would be stored within Platform with no external paperwork required to receive and start processing an application. Each application should store before and after photos of projects, copies of water bills, site plans, inspection forms, customer project receipts, and other relevant documents. Documents must be able to be added in the formats of PDF, JPG, PNG, DOCX, and XLSX. MWDOC will define which user types have access to more sensitive data and processing abilities, to maintain separation of responsibility for MWDOC staff processing applications. All data for a given application would be attached to the record, including copies of bills, pre- and post-construction photos submitted by the customer and/or the inspector, site plans, and customer receipts. This data must be available on easily viewed, organized screens even after the project is closed for a minimum of seven (7) years from the check issuance date.

Received applications would be evaluated by MWDOC staff for eligibility. Those that are eligible would be processed forward in the system. Other applications would be denied (due to ineligibility) or cancelled (per customer request). Regardless of the action taken, all data stored in the system would be accessible for review or reporting at any time. Depending upon the action that is taken, a personalized email could automatically be sent to the customer informing them of the action taken or due to be taken. Staff would be able to add attachments and content to the email to explain why an application was approved, withdrawn, or needs additional information submitted by participant. Staff could also add internal comments that attach to the customer record. Applications Cancelled or Denied would be moved to a section of the Platform labeled accordingly. Upon accessing the portal, the customer would be prompted to proceed to the next step in the process.

### **Pre-Inspection Work Order Generation and Distribution**

Once an application is approved for processing by the MWDOC staff, the system would automatically trigger an email to the inspection vendor or designated retail water agency representative. The inspection vendor or retail agency would have their own login to the portal, where they can view their assigned customers (as defined by MWDOC). The automatically generated email would have an attached pre-inspection work order. This step would be completely automated within the system.

### **Pre-Inspection**

The inspector (vendor, retail agency representative, or MWDOC staff) would log into the portal and upload the required inspection information, including square footage, photos, and any other pertinent site information received from the customer. This could be done on a smartphone or tablet device while at the site or from a computer. Inspection information would immediately be available on the customer's record without any further steps.

### **Letter to Proceed**

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

If a customer is denied, all information would be archived within the system for later viewing and analysis. Customers could also be informed of next steps within the customer portal. MWDOC staff may add content to the email explaining why the customer was approved or denied. If at

any point the customer wants to cancel their application, they can do so from the portal or ask MWDOC staff to cancel it for them.

### **Turf Replacement/Spray-to-Drip Project Installation and Completion Notification**

Upon completion of the project, the customer would upload required information directly to their password protected personal portal, including completed project pictures and receipts. The customer would receive confirmation of their submitted project.

### **Post-Inspection Work Order Generation and Distribution**

Once MWDOC staff reviews a customer's completed project and assigns it to post-inspection, the system would automatically trigger an email to the inspection vendor or designated retail water agency representative. The inspection vendor or retail agency would have their own login to the portal, where they can view their assigned customers (as defined by MWDOC). The automatically generated email would have an attached post-inspection work order. This step would be completely automated within the system.

### **Post-Inspection**

Inspection staff would upload multiple data points directly into the portal from a smartphone or tablet device in the field or from a computer. All information, including photos, would be uploaded to the customer record. All fields must be filled out in order to complete submission of the post-inspection.

### **Application Approval**

Each step of approval will be organized into data review and input forms/screens in the Platform. The process of preparing a completed project for rebate is simplified below:

1. MWDOC Program Analyst reviews the entire application, confirms or reassigns funding sources, and submits the final project for approval
2. MWDOC Program Supervisor reviews the entire application and approves or reassigns final funding sources
3. MWDOC Accounting Staff reviews all receipts and invoices, provides final approval, and prepares the rebate check

### **Report Generation**

The Platform must be capable of generating multiple customizable report spreadsheets with all necessary information that is stored within the system. MWDOC Staff will be able to query all the data in the system to generate multiple variant reports. These reports would include funding amounts and sources and would have the ability to produce reports in a format designated by MWDOC for delivery to the MWDOC Board. Report formats and attributes of interest will vary and must be customizable by MWDOC.

Batch reports could be created for Accounting staff upon request from within the system. A report could be generated with information in the prescribed Accounting format to generate checks. Although the system will not impact the check mailing process, the system would allow staff to enter check dates (through the import of a check date file) to be stored with the customer's record.

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

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

MWDOC's TRP and S2D Programs follow a high level of financial and program controls, and the Programs operate with a high level of program integrity. The Platform must accommodate and integrate for review and input the following quality control measures:

- Password protection for customers, member agency staff, and MWDOC staff who are accessing the Platform.
- Track the date, time, and person who authorized transition from one step in the process to another.
- Segregation of duties so that no single individual has unchecked control of critical processes.
- Ability to turn on and off features that different parties logging in can see.
- Ability for a senior administrator to add or terminate user log-in credentials

## **2.4 Task 4 - Platform Expansion**

While MWDOC is seeking a software as a service Platform to process TRP and S2D rebates (including LDR and Tree Rebate), the Platform should be capable of expanding over time. Potential areas of expansion include but are not limited to new features for existing programs as well as completely new programs.

### 3. Proposal Submittal

**Proposals shall be submitted no later than 5:00 P.M. on July 21, 2025. Proposals must be submitted electronically to Tina Fann at [tfann@mwdoc.com](mailto:tfann@mwdoc.com). Proposals shall be submitted as an attachment to an email, or through a cloud sharing link, such as Dropbox.**

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

#### 3.1 Instructions

The proposal must be clear and concise, well organized, and demonstrate your firm's and team's qualifications, approach, and experience for conducting this work. This Proposal's Technical Section shall be limited to 22 one-sided 8½ by 11 inch pages. The project team organizational chart, key team member resumes, representative project experience, and client references for the team shall not exceed an additional 7 one-sided 8½ by 11 inch pages. Proposal's supporting tables and figures specific to this project (if needed) shall not exceed an additional 3 one-sided 8½ by 11 inch pages. The total proposal length shall not exceed 33 pages. Use a standard font, size 11-12, with industry standard margins.

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

**Use clear labels or headings to separate sections.**

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

- Signed Letter of transmittal (not counted towards page limit)
- Executive Summary (limit 1 page)
- Technical Proposal (limit 22 pages)
  - Approach (limit 18 pages)
    - Task 1 - Consultant Project Management
    - Task 2 - Platform Development
    - Task 3 - Quality Control Measures
    - Task 4 - Platform Expansion
  - Schedule (max 2 pages)
  - Budget (max 2 pages)
- Supporting Information (limit 7 pages)
  - Team (max 3 pages)
  - References (max 3 pages)
  - Conflict of Interest (max 1 page)

#### 3.2 Content Description

##### **Approach – 18 pages max**

Detailed scope of work and methodology that comprehensively defines and describes the proposed approach to conducting the individual tasks. This scope of work will be used as a basis for any future contract negotiations. The scope of work will, at minimum, address the items shown in Part 2 "Scope of Services." The Consultant should be efficient in their approach to this project; if it makes sense to deviate from MWDOC's proposal, the Consultant will highlight where Consultant's approach requires the removal of any of the Steps detailed within



this RFP. The Consultant is encouraged to make recommendations that would enhance the overall project, suggest additions or deletions to the scope, or note any items that are missing from this scope that should be addressed to best achieve the primary objectives for this work. The scope of work will specifically account for information to be developed and provided by MWDOC to reduce costs.

### **Schedule – 2 pages max**

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

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

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

- Enter into agreement with MWDOC after the review panel decision is made and MWDOC Board approval, depending on the final scope, cost of this work, and availability of funds.
- Negotiation and execution of the MWDOC/Consultant agreement (sample attached) will follow as soon as possible after Board approval.
- Rebate Processing Platform launch, as soon as possible, to be identified by Consultant within the Schedule section of the proposal

The schedule should also reflect coordination items, any critical path issues, and allowance for MWDOC to review and comment.

### **Budget Narrative and Fee Structure – 2 pages max**

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

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

- Platform Development period – A monthly cost detailed by activity and a grand total for the total amount of months Consultant has identified it will take Consultant to develop the Platform. This will be for the Platform Development from Agreement signing up to Platform launch.
- From the point of Program launch going forward, Consultant will identify a yearly fee structure across the 5 year Term of the Agreement as follows:
  - Year 1 – Yearly fee for Consultant's cost minus the total amount identified for the Platform Development Period.
  - Year 2-5 – Yearly subscription fee covering all Consultant costs and for any ongoing Platform improvements or Expansions within the 5 year term of the Agreement.



### **Team – 3 pages max**

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

### **References – 3 pages max**

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

### **Conflict of Interest – 1 page**

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

## **3.3 Requests for Clarification**

Firms requesting clarification pertaining to this RFP must submit all requests by **June 30, 2025** to Tina Fann, at [tfann@mwdoc.com](mailto:tfann@mwdoc.com). Requests for clarification through email must include the following subject line: **RFP No. WUE2025-0001 Request for Clarification**. Only email submittals will be addressed by MWDOC. Voicemail requests for clarification will not receive a follow-up response. MWDOC reserves the right to exercise its option not to answer questions related to this RFP. Responses to emailed Requests for Clarification will be shared with all potential Respondents.

## **3.4 Interviews**

As part of the evaluation process, MWDOC will schedule in-person or virtual interviews with selected Respondents. These interviews will provide an opportunity for Respondents to present a live demonstration of their proposed Rebate Processing Platform and address any questions from MWDOC. Each interview session will be scheduled for a maximum duration of two (2) hours. During this time, Respondents are expected to walk through key features and functionalities of their proposed Platform, highlight how the Platform meets the requirements outlined in the RFP, and showcase the user experience for both applicants and administrative users. MWDOC will coordinate with each Respondent in advance to confirm the format (in-person or virtual), date, and time of the interview.

## **3.5 Award of Contract**

The award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by MWDOC. It is anticipated MWDOC would enter a 5- year agreement with the successful Respondent.

### 3.5.1 Consultant Contract

A sample copy of MWDOC's professional services agreement is attached (Attachment 1).

**Please state in your proposal (Executive Summary) your willingness to accept the agreement terms and conditions.** If you require any changes, please include in your proposal any proposed modifications to the standard terms and conditions. While MWDOC negotiates such changes with Consultants, MWDOC will consider your proposed modifications during Consultant selection and retains the right to reject any portion of your proposed modifications.

### 3.5.2 Consultant Procurement Schedule

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

• Release of RFP	June 20, 2025
• Clarifying Question Due Date	June 30, 2025
• Clarifying Questions Answered	July 7, 2025
• Proposal Due Date and Time	July 21, 2025
• Interviews	July 22 - August 5, 2025
• Review Panel Selection	August 11, 2025
• Award by MWDOC Board	September 17, 2025
• Execute Agreement	October 1, 2025

### 3.5.3 Selection Process and Other Instructions/Limitations

A Review Panel ("Panel") consisting of representatives from MWDOC and other retail agency staff will review the Proposals and consider the following factors to select the most qualified firm:

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

The Panel will review all written proposals considering the above factors and hold interviews with selected respondents. During the consultant selection process, the Panel may contact one or more Respondents to obtain additional information and may contact recent clients. Based upon this process, the Panel will recommend a firm to MWDOC's Board of Directors for award of this work. The selected firm must be able to begin work immediately upon award and must be able to maintain the required level of effort to perform the work on schedule.

MWDOC and its member retail water agencies may make investigations as they deem necessary to determine the ability of the Respondent to provide the goods and/or services as

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

This Request for Proposals does not commit MWDOC to retain any Consultants, to pay costs incurred in the preparation of Proposals, or to proceed with the project. MWDOC reserves the right to reject any or all Proposals, either separately or as a whole, and to negotiate with any qualified applicant. Further, MWDOC reserves the right to accept any Proposal or portion of any Proposal presented which it deems best suited to the interest of MWDOC and its member agencies and is not bound to accept the lowest price.

The cost for developing the Proposal is the sole responsibility of the respondent. 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 (provided as Attachment D). Please review this Agreement and note in your Executive Summary if any modifications are needed to ensure compliance.

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

## Attachment 1. Example Agreement

### STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated \_\_\_\_\_ which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**" for \_\_\_\_\_ hereinafter referred to as "**SERVICES**." <sup>(1)</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

#### VI PURPOSE AND SCOPE OF WORK

##### A. Consulting Work

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

##### B. Independent Contractor

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

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

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

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work 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**.

## **VI** **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.

## **VI** **BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

### **A. Budgeted Amount for Services**

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

### **B. Fees**

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

### **C. Notification Clause**

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

**Notices shall be made as follows:**

Municipal Water District of Orange County  
Harvey De La Torre  
General Manager  
18700 Ward Street, P.O. Box 20895  
Fountain Valley, CA 92708

Company Name  
Contact Name  
Title  
Address  
City, State Zip  
Phone Number

#### **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**.

### **VI 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**.

### **VI TERMINATION**

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

## VI

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

#### **C. Other Insurance**

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

**DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

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

#### **D. Expiration of Coverage**

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

### **VII INDEMNIFICATION**

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

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

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



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

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

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

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

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

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** 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 Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of

**CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

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

### **XIII    EQUAL OPPORTUNITY**

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

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

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

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

### **XV    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

Contact Name  
Title  
Company Name  
Address  
City, State Zip  
Phone Number  
Tax I.D. #

#### **EXHIBIT "A"**

### **§7100 PURPOSE**

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

### **§7101 RESPONSIBILITIES OF BOARD MEMBERS**

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

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

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

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

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Motion - 1/17/96;

### **§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official

capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

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

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

#### **§7104 GIFTS**

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

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

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

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

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

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Motion - 1/17/96;

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

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

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

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

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

#### **§7107 POLITICAL ACTIVITIES**

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.

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M-12/21/05

## EXHIBIT "B"

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

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
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1. Term – Commencement (Insert Date) \_\_\_ Termination (Insert Date)
2. Fees/Rates to be billed - \$
3. Budgeted Amount – Compensation is to be on a "time and material" basis, not to exceed \$\_\_\_\_. **CONSULTANT's** fees shall be billed by the 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**.

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

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

<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.