



**Municipal Water District of Orange County**

**REQUEST FOR PROPOSALS**

**for**

**Professional Services**

**for**

**Water Loss Control Technical Assistance Program  
RFP No. WUE2025-002**

**RFP Release Date: July 28, 2025  
Proposal Due Date: 5:00 PM PDT, August 18, 2025  
(via e-mail to [rdavis@mwdoc.com](mailto:rdavis@mwdoc.com))  
Electronic submittals only**

# Water Loss Control Technical Assistance Program:

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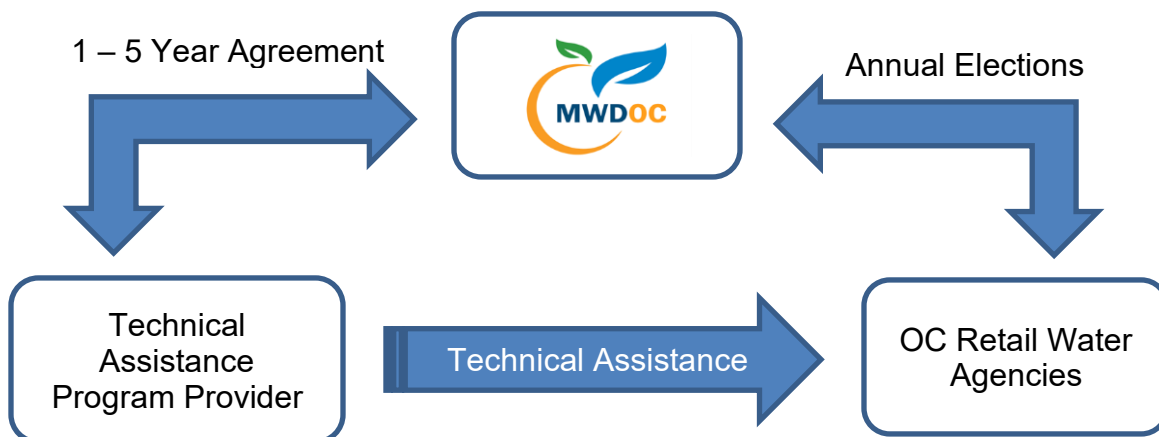
## I. INTRODUCTION

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 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 retail water agencies (RWAs) invite your firm to submit a proposal to provide professional services in the form of distribution system water loss control technical assistance to MWDOC and RWAs throughout the County of Orange. Up to 30 RWAs may access the Technical Assistance Program (TAP); however, we expect 18 to 25 RWAs to participate in this effort. The agreement for this Technical Assistance Program is planned for up to five (5) years beginning January 2026, at the discretion of MWDOC staff and RWAs. The duration will be dependent on the results and desires of MWDOC and the RWAs.

As shown in Figure 1 below, MWDOC will act as lead agency, contracting directly with the selected consultant (TAP Provider or Consultant) and RWAs. MWDOC will facilitate participation of RWAs through an annual 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 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 and the balance of funds remaining.

Figure 1:  
Contractual Structure of Technical Assistance Program



To begin, TAP will include two components. Component A will focus on assistance to MWDOC, and Component B will focus on assistance to RWAs as follows:

### **Component A: Technical Assistance to MWDOC**

MWDOC hosts a Water Loss Control Work Group that meets on the second Tuesday of odd months. This Work Group is accessible to all RWAs in the County. Approximately 30 to 40 staff members attend the Work Group meetings including staff from engineering, operations, conservation, and customer service departments. Meetings include a combination of business updates, and one to two featured technical topics related to building distribution system water loss knowledge. The Work Group meetings also serve as a forum to gather water loss related policy input from RWAs that is shared with a variety of water agency associations in California, as well as the California Department of Water Resources (DWR) and State Water Resources Control Board (Water Board).

Component A also includes water loss control policy review and analysis, Water Balance Validation, and Shared Services Technical Support to MWDOC.

### **Component B: One-on-One Technical Assistance to Individual RWAs**

The One-on-One Technical Assistance will cover a broad range of topics related to distribution system water loss and will be customized to each RWA's unique needs. It is anticipated that the technical assistance will evolve from year to year as the needs of agencies change. As a result, the selected TAP Provider will need to be flexible and adaptive from year to year. The TAP Provider should be aware that the tasks defined in the Scope of Work below are the initial tasks, and additional tasks are likely to be added over time. Annually, RWAs will complete an election exhibit identifying the tasks they elect for the coming year. Once formalized with signatures from MWDOC and the RWA, MWDOC will provide the TAP Provider with authorization to begin work with the RWA.

The selected consultant shall have demonstrated capabilities and experience in the fields of water system auditing, component analysis of both real and apparent losses, and the design, implementation, and evaluation of a broad variety of economically optimized water loss control programs. The consultant shall also have demonstrated capabilities and experience in evaluating metering and billing operations, leak detection and repair, and advanced pressure management.

Both components are presented in more detail in the Scope of Work section of this document.

## **II. BACKGROUND**

In 2015, in an effort to be better informed on the efficiency of its water distribution systems and to comply with Senate Bill No. 1420, MWDOC began a TAP to assist RWAs in compiling annual water system audits using the American Water Works Association Water (AWWA) System Audit methodology. Shortly thereafter, Senate Bill 555 was signed by Governor Brown requiring urban retail water suppliers to submit validated Distribution System Water Balance reports annually, beginning October 2017, to the California DWR. Most Orange County RWAs are in the process of completing their 9<sup>th</sup> annual water balance.

The objective for this program is to continue to evolve and empower RWAs to pursue distribution system water loss reductions and comply with Senate Bill 555, volumetric water loss standards that the State Water Resources Control Board has assigned to each urban retail water supplier in California.

RWAs throughout Orange County have had a long-standing commitment to water use efficiency. More than 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, however, are actively implementing a broad portfolio of water efficiency programs targeting all customer classifications. Utility operations focusing on distribution system water loss reduction represents another opportunity to enhance RWA commitments to water use efficiency and comply with new legislative mandates.

### **III. SCOPE OF SERVICES**

MWDOC proposes hiring a TAP Provider that will provide technical assistance to MWDOC and up to 30 RWAs in Orange County, California. Since 2015, RWAs throughout Orange County have already begun familiarizing themselves with the AWWA/IWA water audit methodology by participating in AWWA, California Urban Water Conservation Council (CUWCC), and other workshops designed to introduce the topic. Because of these efforts, today, RWAs in Orange County are more knowledgeable about water loss than many other agencies in the state of California.

Through this effort, it is MWDOC's intent to build RWA capability to perform the system audits and water balance on their own, while achieving results that are within industry standards. As such, the technical assistance will be in the form of "coaching" and "assisting" RWAs through the process of data collection and use of the water balance software. The TAP Provider will populate the audit worksheet and compile all necessary backup documentation as required by the most current version of the AWWA Free Water Audit Software and Level 1 validation requirements.

Due to the range of agency familiarity with the Water System Audit methodology, water loss control opportunities, and availability of staff resources, MWDOC anticipates the need to customize technical assistance for each RWA.

#### **Description of Work**

##### **Component A: Technical Assistance to the Municipal Water District of Orange County**

The following Tasks will be performed by the TAP Provider for MWDOC on behalf of the Orange County Water Loss Control Program. Due to their regional benefits, Component A services will be billed to and paid for by MWDOC.

##### Task 1: MWDOC Water Loss Control Work Group Support

MWDOC hosts a Water Loss Control Work Group. Support will include a combination of in-person and Zoom-based meetings. The Work Group is accessible to all retail water agencies in the County. Approximately 30 to 40 staff members attend each Work Group meeting, including members from engineering, operations, conservation, and customer service departments. Meetings include a combination of business updates, water loss policy updates, guest speakers, panel presentations, and one to two featured technical topics to building distribution system water loss knowledge. The Work Group meetings also serve as a forum to gather water loss-related policy input from retail agencies that is shared with a variety of water agency associations and agencies, including ACWA, CMUA, AWWA, California DWR, and Water Board.

#### Deliverables for Task 1:

- Collaboration to develop Work Group meeting agendas (assume six per year);
- Technical presentations on a broad variety of water loss-related topics at Work Group Meetings; and
- Coordination of guest speakers and panel presentations

#### Task 2: Water Loss Policy Review

The State Water Resources Control Board is in the process of adopting water loss regulations contained in Senate Bill 555, requiring all urban retail water suppliers to reduce distribution system water loss and submit annual reporting in the form of Validated Water Balances and narrative descriptions of actions taken to reduce water loss.

TAP Provider will provide MWDOC with a technical review of proposed water loss policies, the impacts of proposed policies on retail water suppliers in OC, and suggestions for modifications to the proposed policy, including supporting analysis.

#### Deliverables for Task 2:

- Water Board water loss policy review, guidance, and response preparation for MWDOC

#### Task 3: Water Balance Validations (As Needed)

As planned for in the MWDOC Water Loss Control Shared Services Business Plan, MWDOC staff will have the primary responsibility of performing annual water balance validations for the 30 urban RWAs in Orange County. However, there may be times when MWDOC may need additional validation resources in order to complete validations in a timely manner. As a result, MWDOC is including Water Balance Validations as a task in this RFP process. To qualify for this task, the TAP Provider must have a sufficient number of staff to assist RWAs in compiling their annual water balances and independently validating the water balances per the requirements of SB 555 and the Cal-Nev AWWA Water Audit Certification criteria.

#### Task 4: Shared Services Technical Support (As Needed)

In 2019, the MWDOC Board authorized implementation of a Water Loss Control Shared Services Business Plan (Business Plan). This Business Plan included hiring specialized MWDOC staff to provide services directly to RWAs in Orange County. These services include Water Balance Validation, Distribution System Leak Detection, Customer Meter Accuracy Testing, and Distribution System Pressure Surveys. These shared services are currently in their sixth year. It is anticipated that MWDOC will periodically need assistance from the TAP Provider to further develop and refine or expand our shared services offerings to its agencies. Examples of assistance may include the development of automated reporting templates for services provided to agencies, feasibility analysis of new or modified shared services, or standard operating procedures to deliver shared services.

MWDOC also has three custom-built water loss control-related dashboards that require ongoing maintenance. In the future, there may also be a need to add new metrics or reports to the dashboards. The current dashboards focus on leak detection, customer

meter accuracy testing, and water loss policy compliance. It is also possible that future dashboard development may be needed.

## **Component B: One-on-One Technical Assistance to RWAs**

Component B includes services that will be performed for individual RWAs on a one-on-one basis. Component B will be billed to MWDOC but indirectly paid for by individual agencies accessing these services. MWDOC will facilitate the selection of Technical Assistance elections annually by each RWA. MWDOC will collect funding from agencies to pay the TAP Provider. The TAP Provider will be notified of each RWA's elections and will be authorized to initiate that work once annual election forms are signed by MWDOC and the RWA. Each task outlined below stands alone in terms of completion, reporting, and recommendations. Component B Tasks include the following:

### Task 1: Technical Assistance Administration

The TAP Provider will provide administrative services to oversee the day-to-day implementation of the Orange County Water Loss Control Program. This will include scheduling and tracking technical assistance appointments for participating RWAs and providing monthly progress reporting by task to support monthly invoicing for work completed.

The Technical Assistance Administrative task will be required each year for RWAs electing any of the Component B services, Tasks 2 – 7. This task is designed to cover the costs of day-to-day communications, systems of data collection and management, travel expenses associated with providing assistance for individual agencies, and invoicing for services provided.

### Task 2: Technical Assistance to Compile a Distribution System Water Audit

With the 2025 Water Audit submittals to the DWR, most urban water suppliers in Orange County have completed nine consecutive Distribution System Water Audits using the AWWA Water Audit Methodology contained in the M36 Manual. All these audits have undergone level 1 validations.

The TAP Provider shall compile the AWWA Water Audit and provide information and coaching to the RWA during the process. It is anticipated that this effort will result in the discovery of data issues that will need to be corrected for future water balances. Direction and advice shall be provided to each participating RWA regarding how best to improve its data process to position them for improving audits in subsequent years.

Completion of this task shall include water audit data collection and review, raw billing data validation (study of completeness and consistency), billing data pro-rating (to reduce lag-time effects), water audit compilation, and water audit documentation in preparation for CA-NV AWWA level 1 validation.

### Task 3: Source or Production Meter Volumetric Accuracy Testing

It is anticipated that RWAs throughout Orange County have a variety of types and sizes of source/production meters measuring water entering its distribution systems. These meters measure large volumes of water, and the accuracy of the meter can have a significant impact on the accuracy of water balance results. This task requires the TAP Provider to design appropriate testing methodologies consistent with

the AWWA M6 Manual for any given meter selected for accuracy testing. Once the methodology is completed, the TAP Provider will conduct a volumetric source meter accuracy test and document the results in a report to the contracting RWA.

Deliverables for Task 3:

- Production Meter Testing Methodology; and
- Production Meter Testing Report.

Task 4: Billing Data Chain Assessment

Billing data compiled and incorporated into the water balance can be a source of error impacting the accuracy of water balance results. As a result, a billing data chain assessment can be used to evaluate and correct billing data errors. This will include, but not be limited to, mapping of meter read collection and billing processes, comparison of raw data across billing data management platforms, and identification of data transmission errors, including misreads, zero reads, dropped reads, duplicate reads, etc.

Deliverables for Task 4:

- Mapping of meter read collection and billing processes; and
- Findings of data comparison across billing data management platforms and data transmission between platforms.

Task 5: Component Analysis: Volume and Value of Real and Apparent Losses

It is anticipated that three levels of Technical Assistance focusing on Component Analysis will be needed by RWAs in Orange County, depending on each RWA's current level of investigation into Real and Apparent losses. The TAP Provider should follow the *AWWA M36 Manual* and *Water Research Foundation Report No. 4372a Real Loss Component Analysis: What's your Leakage Profile*. The progressive levels of Technical Assistance include:

*Task 5a: Gap Analysis*

We have found that the data necessary to conduct component analysis is not always available when an agency wants to embark on a component analysis. As a result, a Component Analysis Gap Analysis is necessary to inventory what data is available and what data is missing. The Gap Analysis should also include procedures to warehouse data and mechanisms to collect missing data so that after a data collection period has been completed, a component analysis can be completed.

### *Task 5b: Real Loss Component Analysis*

This assistance will focus on establishing methods and data requirements to quantify background leakage, unreported leakage, and reported leakage. This task will allow an agency to better understand these components. Real losses include water that has been extracted from a water resource source, treated, energized, and transported a distance before being lost. Thus, the valuation of these losses is typically the sum of these components, or it can include the cost of the next higher source of water that might not have been needed except for the volume of loss. The analysis will allow an agency to better understand the components and costs for completing such an evaluation down the road.

### *Task 5c: Apparent Loss Component Analysis*

This assistance will focus on establishing methods and data requirements to quantify customer metering inaccuracies, systematic data handling errors, and unauthorized consumption. This task will allow an agency to better understand these components and the value of the water lost compared to the cost of developing an Apparent Loss Control Strategy. Apparent losses represent water supplies that are not paid for or non-revenue water. These losses are typically valued at the prevailing retail rate. This task will not go completely through the development of a Real Loss Control Strategy but will allow an agency to better understand the components of its real loss volume and will provide a preliminary economic evaluation of real loss intervention strategies and their priority ranking. This process is intended to identify the nature, quantity, and estimated cost impacts of the three apparent loss components.

### Deliverables for Task 5:

- 5a – A report documenting missing data needed to perform Real and Apparent Component Analysis, including recommendations to gather and warehouse data for use in the future.
- 5b – A Real Loss Component Analysis providing a reliable understanding of the scale of the loss volumes and values of the various types of Real Loss leakage in an RWA system. Provide a preliminary economic analysis of real losses, and prioritization of loss intervention strategies. Provide input to participating RWAs on improved data requirements to identify and control real losses. This information provides the basis for developing intervention strategies in the future.
- 5c – An Apparent Loss Component Analysis providing a reliable understanding of the scale of the loss volumes and values of the various types of apparent losses in an agency's system. Provide a preliminary economic analysis of apparent losses, and prioritization of loss intervention strategies. Provide input to participating RWAs on improved data requirements to identify and control apparent losses. This information provides the basis for developing intervention strategies in the future.

### Task 6: SWRCB Information Order Response, Variance, or Off-ramp Assistance

Water Loss Control Regulation requires that agencies respond to Information Orders and have opportunities to submit requests for a Variance to the standard or an Off-Ramp for maintaining low levels of water loss. The purpose of this task is to provide RWAs with access to the TAP Provider for assistance with preparing responses to information orders or requests for variances or off-ramps. This will include data compilation and analysis customized to each agency's needs and preparation of

documentation to be submitted to the state for consideration. Since the documentation to respond to these requirements is still unknown, we ask the TAP Provider to provide both an hourly rate and three levels of effort in the form of the number of work hours estimated to respond to a low, medium, and high level of effort necessary to complete this task.

Deliverable for Task 6:

- Analysis and documentation supporting information orders and justifications for variance and off-ramp requests.

Task 7: Water Loss Team Development

*Task 7a: Team Development Process Maps*

Assist RWAs in establishing a water loss control team roster, clearly defining each member’s responsibilities. Document processes related to water audit data collection. Interview staff to gain a more complete picture of their current level of understanding, access to data, and identification of key water loss team members. Document and map water loss data collection processes.

Deliverable for Task 7a:

- Identification of key water loss control team roles and documentation of water audit data sources. Development of a guidance document to be used by RWA staff to be used when introducing new staff to the water loss control team and further inform team development.

*Task 7b: Educational Workshops*

TAP Provider will hold in-person educational workshops with agency staff to provide water loss background and connect day-to-day tasks with water loss calculation. Workshops will offer an opportunity to elicit feedback from staff and prepare them for upcoming projects and data requests. TAP Provider will develop slides and other materials for the workshops. Pricing shall include travel to workshops and workshop facilitation.

Deliverable for Task 7b:

- Creation of PowerPoint slides and other classroom materials used during the workshops.

Additional Tasks

TAP Provider may propose additional Technical Assistance tasks aimed at assisting RWAs with water loss control, including, but not limited to, reporting, compliance, analysis, and program implementation.

**IV. PROJECT IMPLEMENTATION SCHEDULE**

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

<u>Task Description</u>	<u>Date</u>
Release of RFP	July 28, 2025

<b><u>Task Description</u></b>	<b><u>Date</u></b>
RFP Questions Due	August 4, 2025
Responses to Questions Released	August 11, 2025
Proposals Due via email	August 18, 2025, by 5:00 pm PST
Proposal Review and Review Panel Selection	August 25 - September 26, 2025
Consultant Interviews (Tentative, if needed)	Week of September 29, 2025
Consultant Selection: Committee Consideration	November 3, 2025
Board Consideration	November 19, 2025
Contract Execution	By December 31, 2025
Initial Contract Work Period	January 1, 2026 - December 31, 2026
Potential Contract Extension Period	January 1, 2027 - December 31, 2030

## V. INFORMATION TO BE SUBMITTED

The proposal must be clear and concise, limited to 10 pages (excluding supporting tables, figures, resumes, and references), 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 all Tasks in Components A and B. The proposed approach and methodology will be used as a basis for contract negotiations. The proposal 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 project; if it makes sense to deviate from MWDOC’s proposal, the Consultant shall explain why in its Proposal. 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 they believe may be 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 the designated project manager and key team members that are directly relevant to the scope of work. Include a schedule showing team member task hours and the percentage of time each member will contribute to the project. Key personnel assigned to the project shall not be reassigned without prior MWDOC written approval.
  
- C. **REFERENCES:** Description of the project team’s record of performance on similar projects for which your firm 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 conduct as many as 12 or more Water Audits at the same time, please indicate the capacity you could handle.
- E. DETAILED BUDGET AND SUPPORTING DOCUMENTATION:** Each proposer shall provide a detailed breakdown of the estimated hours that each project team member, including any subcontractors and outside laboratories, will contribute for each task listed in the scope of work. The proposer shall also clearly identify costs of all subcontractors and other direct reimbursable costs to the project, including, but not limited to 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 proposer shall explain why its task allocation of labor hours and costs provides an effective use of funds to meet the objectives of this effort. Proposers are encouraged to recommend areas where the scope of work can be reduced, adjusted, modified, or approached differently to keep the project costs reasonable. The costs submitted should reflect the economies of scale of having a single contract to provide assistance to a minimum of 12 agencies simultaneously, while having a single point of contact at MWDOC. MWDOC will also use its staff to assist the selected TAP Provider in the exchange of information with RAWs and in helping to organize and manage the Water Loss Control Committee.

The detailed budget and support documentation and costs submitted by the proposer will be used to negotiate a contract, depending on the number of agencies involved. For purposes of submittal, the proposer shall assume a minimum of 12 RWAs in Component A, Tasks 1 – 7.

- 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, conditions, or required insurance. While MWDOC negotiates requested changes, 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 shall be limited to 10 single-sided 8½ by 11-inch pages. Proposal supporting tables and figures specific to this project shall not exceed an additional 10 single-sided 8½ by 11-inch pages. The project 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. The total proposal length shall not exceed 30 pages. To accommodate emailing the proposal to the Proposal Review

Panel members, the overall proposal file size shall not exceed 8 MB. Proposals will only be accepted electronically through email to [rdavis@mwdoc.com](mailto:rdavis@mwdoc.com).

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. Once the agreement is signed by all parties, a notice to proceed will be issued.

## **VI. SELECTION PROCESS AND OTHER INSTRUCTIONS/LIMITATIONS**

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 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 references;
- Demonstrated ability to manage and conduct the work within the proposed budget and schedule; and
- Cost of services and efforts proposed to meet the objectives of this work.

The PRP will review all written proposals considering the above factors and may hold interviews with selected respondents. 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. Interviews, if needed, may be held per the project implementation schedule.

Based upon this process, the PRP will recommend a firm or firms to MWDOC's Board of Directors for award. 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 project. 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 services as specified, and the TAP Provider shall furnish to MWDOC, upon request, all such information and data for this purpose. In order to complete the selection process, MWDOC may discuss or negotiate with one or more firms prior to award 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 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 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:  
Rachel Davis  
Water Loss Control Programs Supervisor  
[rdavis@mwdoc.com](mailto:rdavis@mwdoc.com)

All questions received will be responded to per the project implementation schedule. Questions and answers will be compiled into a single living document that will be shared among all prospective respondents. Respondents are strongly encouraged to notify MWDOC of their interest in responding to the RFP and to provide appropriate contact information. This contact information will be used to share the Question-and-Answer document

**Proposals must be submitted to Rachel Davis via e-mail at [rdavis@mwdoc.com](mailto:rdavis@mwdoc.com) by 5 pm August 18, 2025.**

As a result of this Request for Proposals, the selected Consultant may have opportunities to expand the Program into other parts of California through partnerships with other water agencies. Any such partnership opportunity would be subject to partner water agency approval, the Consultant's signing of an acceptable services agreement with the partner water agency, and available funding. These partner water agencies may include the Metropolitan Water District of Southern California (Metropolitan) and its member agencies, and/or the Regional Water Authority (RWA) and its 21 member agencies.

Attachments:

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

**ATTACHMENT A**

**Orange County Water Loss Control Technical Assistance Program  
Respondent Bid Sheet**

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

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

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

Bid Sheet: <u>Component A</u> – Technical Assistance to MWDOC	
Task 1: MWDOC Water Loss Control Work Group Support	<p>Component One Tasks 1, 2, &amp; 4 will be billed on a time and materials basis. Please provide a listing of Staff Titles along with their hourly Rates in the “Hourly Rates for Staff Assigned to the Project” sheet below.</p> <p>Task 3, Water Balance Validation, is to be billed at a fixed rate per RWA validation at \$_____.</p>
Task 2: Water Loss Policy Review	
Task 3: Water Balance Validation	
Task 4: Shared Services Technical Support	

Bid Sheet: <u>Component B</u> – One-on-One Technical Assistance to RWAs			
	Estimated Number of Hours	Estimated Cost Per Task:	
		Low Level of Effort	High Level of Effort
Task 1: Technical Assistance Administration			
Task 2: Technical Assistance to Compile a Distribution System Water Audit			
Task 3: Source or Production Meter Volumetric Accuracy Test			
Task 4: Billing Data Chain Assessment			
Task 5: Component Analysis <ul style="list-style-type: none"> <li>➤ A. Gap Analysis</li> <li>➤ B. Real Loss Component Analysis</li> <li>➤ C. Apparent Loss Component Analysis</li> </ul>			
Task 6: Water Board Information Order Response, Variance, or Off-Ramp Assistance			
Task 7: Water Loss Team Development <ul style="list-style-type: none"> <li>➤ A. Process Maps</li> <li>➤ B. Educational Workshops</li> </ul>			

Hourly Rates for Staff Assigned to the Project:

Staff Title:	Hourly Rate:	Anticipated Percentage of Work to be Assigned

1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

Additional tasks may be submitted for consideration with the bid response.

**ATTACHMENT B**

**MWDOC STANDARD  
PROFESSIONAL SERVICES CONTRACT**

## STANDARD AGREEMENT FOR CONSULTANT SERVICES FEDERAL GRANT PROJECT

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 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 O.C.  
Name:  
Title:  
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 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-consultants 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 nonpayment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against

**DISTRICT**, and its Directors, officers, agents, employees, attorneys, consultants or 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 a 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 certifications 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-consultants 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 the **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of the **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** who 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 to 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 a 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 project 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 projects, 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  
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

\_\_\_\_\_  
\_\_\_\_\_  
Date  
Name:  
Address:  
Phone:  
Tax I.D. #

**EXHIBIT "A"**

<b>ETHICS POLICY</b>	<b>§7100-§7110</b>
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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 policies 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, and 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.

### **§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's 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.

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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.

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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

<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 - \$\_\_\_\_\_. **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 PROJECTS

#### 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 applicable 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 forth in Exhibit "B" to the Agreement and all approved change order work performed before 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 FEDERAL GRANTOR 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**, FEDERAL GRANTOR, 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 organizations) listed on the Federal Excluded Parties List System (EPLS), which is available at <http://www.epls.gov/>.