

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY



REQUEST FOR PROPOSALS
TO PROVIDE
DESIGN AND IMPLEMENTATION OF
K-12 WATER EDUCATION SCHOOL PROGRAM SERVICES
January 9, 2026

RFP NO. PA0109-001

Questions for Clarification Deadline: March 5, 2026

Proposal Deadline: March 12, 2026

Electronic submissions only. File attachments must be under 30 megabytes. For larger files, a secure file-transfer system is recommended.

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SECTION 1: NOTICE TO PROPOSERS

This Request for Proposals (RFP) describes the design and implementation of water education school program services for the Municipal Water District of Orange County (MWDOC or District), the required scope of work, the selection process, and the proposal requirements. Proposers are encouraged to carefully review this RFP, particularly the criteria outlined in *Section 5: Proposal Requirements*, prior to preparing a proposal.

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

MWDOC reserves the right to verify all information submitted; request additional information or meet with respondents; consider information beyond that provided in the proposal; amend this RFP or issue clarifications; reject any or all proposals; select the proposal most advantageous to the District; and negotiate with any qualified applicant. This request does not commit MWDOC to retain any consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project.

Please submit all questions in writing via email to Sarah Wilson at swilson@mwdoc.com. For consideration, **questions must be received by 5:00 p.m. on March 5, 2026**, with the subject line: "Questions for MWDOC RFP No. PA0109-001." All questions will be documented, and answers/clarifications will be posted on www.mwdoc.com/opportunities/rfps-rfqs/. Proposers should visit the website regularly, as responses may be posted before the deadline.

Proposals will be accepted until Thursday, March 12, 2026, at 5:00 p.m. Electronic submissions *only*. File attachments must be under 30 megabytes to allow for email submission. Proposals must be emailed to Sarah Wilson at swilson@mwdoc.com with the subject line: **MWDOC RFP No. PA0109-001**. A confirmation of receipt will be sent. If you do not receive confirmation, please follow up prior to the submission deadline. Late proposals will not be accepted and will be automatically disqualified. For larger files, a secure file-transfer system is recommended. Assistance with large file transmission is available upon request.

SECTION 2: INTRODUCTION AND OVERVIEW

Section 2.1 DISTRICT OVERVIEW

MWDOC proudly serves safe, clean, and reliable drinking water to nearly 2.4 million Orange County residents through our 27 member agencies. Our service area spans the entire county, excluding the cities of Anaheim, Fullerton, and Santa Ana. However, all 3.1 million residents within the entire County benefit from our robust shared service programs and initiatives, including strategic planning and investments in regional water supply development, water use efficiency, public engagement, legislative advocacy, water education, and emergency preparedness.

Local water supplies meet more than half of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water from the Colorado River and from the State Water Project in the north through the Metropolitan Water District of Southern California (Metropolitan) and distributes this water to its 27 member agencies. These agencies, comprising both city water departments and water districts, provide retail water services to the public.

A seven-member Board of Directors governs MWDOC, each elected by the public to represent a specific section of Orange County. Additionally, MWDOC appoints four (4) representatives to advocate for Orange County's water-related interests on the Metropolitan Board. Metropolitan is the nation's largest water provider, and MWDOC is the third-largest Metropolitan member agency. MWDOC holds key leadership positions on the Board, overseeing critical areas including finance, policy development, strategy, and implementation.

Additional information about MWDOC's programs and services can be found at www.mwdoc.com.

Section 2.2 MWDOC K-12 SCHOOL PROGRAM OVERVIEW

MWDOC has helped more than 3.5 million students discover and explore the value of water across multiple subject areas. Our interactive K–12 Water Education School Programs connect water to science, health, history-social science, math, art, and more, all aligned with California state standards, curriculum frameworks, and guidelines. Offered as “choice programs,” these sessions are funded by participating Orange County water providers who opt in to support water-focused lessons, activities, and guided instruction for Orange County students. The programs allow students to identify local and imported water supply sources, explore the challenges faced by local and regional water providers, and understand the importance of using water wisely, all at no cost to schools or families.

Section 2.3 MWDOC K-12 SCHOOL PROGRAM GOALS

The MWDOC Choice School Programs prepare students to understand how water, people, and natural systems connect and to apply that understanding to real-world decision-making. Lessons use water and environmental challenges as the context for learning, helping students investigate issues, analyze evidence, and design practical solutions that are memorable, simple, engaging, and accessible to all learners.

Activities are hands-on, inquiry-based, and aligned with California standards, including the Next Generation Science Standards (NGSS) and Environmental Principles and Concepts (EP&Cs), to ensure program content remains relevant and connects with students' local communities.

Through this work, students grow into knowledgeable water stewards, thoughtful problem-solvers, and engaged community members who understand how policies, systems, and everyday choices affect the places they live. They also build the civic awareness and practical skills needed to become informed voters, resilient homeowners or renters, and residents prepared to support California's essential natural resource - water. Together, these experiences advance the program's core purpose: to develop environmentally literate citizens ready for civic participation and awareness.

SECTION 3: SCOPE OF WORK

MWDOC is seeking qualified firms to design, deliver, and evaluate a comprehensive regional K–12 water education program on behalf of MWDOC and participating Orange County water providers. The program will serve accredited public and private schools within MWDOC’s service area, including the cities of Anaheim, Fullerton, and Santa Ana, and may explore expanding into other educational settings, such as Boys & Girls Clubs, homeschool groups, and other youth-serving organizations. Visit www.mwdoc.com/our-service-area for a service area map.

MWDOC anticipates awarding a two-year contract, with the option to renew for up to three (3) additional years at MWDOC’s discretion. The scope of work includes program design, marketing, scheduling, implementation, and evaluation. One (1) or more firms may be selected to fulfill the requirements of this program. Upon completion of the RFP process, work will begin immediately to implement the education programs by the beginning of the 2026–2027 school year.

The scope of work described below constitutes the required services. Proposers may submit for all K–12 grade levels or for specific grade bands (e.g., any combination of K–12).

Proposers must describe in Section 5 of their proposals how they will meet each requirement in Section 3.

Section 3.1 K-12 WATER EDUCATION SCHOOL PROGRAM REQUIREMENTS

The selected firm(s) will be responsible for delivering a complete, turnkey water education school program that reflects MWDOC’s K-12 School Program goals and supports California’s K-12 education system. All programs must be delivered on-site at eligible schools within the participating water providers’ service areas. At minimum, the program(s) must include the following components:

3.1.1 PROGRAM DESIGN AND STANDARDS ALIGNMENT

- a. Develop inquiry-based, grade-appropriate K–12 lessons and activities (or for grade bands defined by the proposer). Proposed programs should include learning outcomes for subjects such as science, math, language arts, social studies, and other relevant disciplines. All content should be simple, relevant, and memorable for participating students.
- b. Align all curriculum with applicable California standards, including NGSS, EP&Cs, state curriculum frameworks, and guidelines.
- c. Deliver instruction that is engaging, interactive, inclusive, and developmentally appropriate for diverse school settings and student populations.
- d. Design a water-centric program that equips students to:
 - i. Identify local water challenges.
 - ii. Investigate water-related natural phenomena (e.g., filtration, runoff).
 - iii. Recognize their personal and community connection to water.
 - iv. Propose and evaluate solutions to water challenges.
 - v. Explore water career opportunities.
- e. Develop hands-on pre-program and post-program activities, with input and guidance from MWDOC, that directly support and extend the learning outcomes in item (d), ensuring a cohesive and comprehensive start-to-finish program.
- f. Ensure all program messaging aligns with MWDOC K–12 School Program objectives and California K–12 academic goals, including civic readiness and career exploration.
- g. Identify the grade levels most effectively served by the curriculum based on standards, frameworks, and developmental appropriateness.

3.1.2 PROGRAM MARKETING AND OUTREACH

Promote program participation to all accredited public and private K–12 schools in Orange County that are eligible to receive MWDOC Choice School Programs.

- a. Work with MWDOC to develop inclusive, accessible outreach materials that clearly communicate program offerings, educational benefits, and alignment with California content standards.
- b. Coordinate with MWDOC and participating water providers to ensure consistent messaging and brand alignment.
- c. Provide and maintain an up-to-date database of school and teacher contacts, including (but not limited to) school names, grade levels served, teacher names, email addresses, and participation history. The consultant shall:
 - i. Regularly update and verify contact information to ensure accuracy.
 - ii. Use the database to support equitable outreach and program promotion.
 - iii. Make the database available to MWDOC upon request and manage all data in compliance with applicable privacy and data-handling requirements.

3.1.3 PROGRAM SCHEDULING AND LOGISTICS

- a. Schedule and confirm programs with all eligible schools to meet participation targets established by each participating water provider for its service area.
- b. Maintain clear, timely communication with school staff before and after program delivery to confirm logistics and address any necessary follow-up.
- c. Enter all scheduled visits into the shared digital calendar immediately upon confirmation, ensuring MWDOC staff, Board members, and participating water providers have real-time access to program bookings.
- d. Ensure the program can be delivered in classrooms, assemblies, virtual platforms, or other formats as needed to scale instruction and reach large student audiences.

3.1.4 PROGRAM IMPLEMENTATION

- a. Deliver high-quality, hands-on water-education programs at no cost to schools or families.
- b. Use trained educators capable of teaching large, diverse student groups and adapting instruction to school or classroom needs.
- c. Provide all materials, supplies, and resources needed for program delivery.
- d. Ensure instruction reflects local water issues and supports understanding of regional water systems and stewardship.
- e. Deliver programs onsite or remotely, based on school needs and MWDOC approval; larger schools may require multiple presentations.
- f. Use props, visual aids, electronic displays, costumes, technology tools (e.g., projectors, laptops, student response systems), and video resources to enhance instruction, ensuring all items are well-maintained and in good condition.
- g. For K–5 programs, include MWDOC’s mascot, Ricky the Rambunctious RaindropSM, in lessons and visuals.
- h. Acknowledge MWDOC and the participating water provider(s) verbally and visually in all presentations, with logos prominently displayed.
 - i. Print the MWDOC logo and the Family of Orange County Water Providers logo on all take-home materials and visual aids.
 - ii. Include the MWDOC and participating agency logos in all presentations.
 - iii. Submit all program materials for MWDOC approval to ensure brand and messaging alignment.

3.1.5 PROGRAM EVALUATION

Collect, track, and report program data to MWDOC on a monthly, quarterly, and annual basis. Required reports must include:

- a. Program Attendance and Participation Data: Information necessary to document participating schools, contacts, program delivery details, and student reach.
- b. Performance Metrics: Key Performance Indicators (KPIs) measuring student proficiency, concept retention, engagement, and overall program effectiveness.
- c. Teacher Evaluation Results: Measures of program quality, relevance, instructional effectiveness, and overall value, including tracking and reporting on teacher use of the pre- and post-program activities and their perceived impact on student learning.
- d. Program Summary and Analysis: Program delivery metrics, student reach, outcomes, key findings, and recommendations for improvement.

SECTION 4: SUBMITTAL INSTRUCTIONS

Section 4.1 RFP TIMELINE

The following table identifies and estimates the dates/timeframe for receipt, evaluation, award, and implementation of this work. Proposers should note these key dates when preparing responses to this RFP.

TASK DESCRIPTION	DATE
RFP Release	January 9, 2026
Deadline to submit written questions	March 5, 2026
Deadline for submission of proposals	March 12, 2026
Firm Interviews	March 19, 2026
Firm selection and Board approval	April 6, 2026, and April 15, 2026
Contract Execution	July 1, 2026
Contract Term	July 1, 2026 – June 30, 2028

Section 4.2 SUBMITTAL REQUIREMENTS

4.2.1 SUBMISSION METHOD

Proposals for **RFP No. PA0109-001 Design and Implementation of K-12 Water Education School Program Services** will be accepted **electronically only**. Proposals must be emailed to Sarah Wilson at swilson@mwdoc.com no later than **5:00 p.m. (PST) on March 12, 2026**, with the subject line: **MWDOC RFP No. PA0109-001**. A confirmation of receipt will be sent. If you do not receive confirmation, please follow up prior to the submission deadline. Late proposals will not be accepted and will be automatically disqualified. Please keep file attachments under 30 megabytes to allow for email submission. For larger files, a secure file-transfer system is recommended. Assistance with large file transmission is available upon request.

All files must be clearly labeled with the proposer's name, the document type, and the submission date. For example:

- **ProposerName_RFP No. PA0109-001_Proposal_2026-03-12.pdf**
- **ProposerName_Attachments_2026-03-12.pdf**

4.2.2 PROPOSER RESPONSIBILITY

It is the sole responsibility of the Proposer to ensure that the complete proposal, including all required attachments and addenda, is received by the deadline.

4.2.3 FORMAT OF SUBMITTAL

Proposals must be submitted as a searchable PDF to ensure readability and compatibility. All proposal materials submitted become the property of MWDOC.

4.2.4 AUTHORIZED SIGNATURE

The proposal must be signed by an individual who is legally authorized to bind the Proposer to the terms of the submission.

Section 4.3 PROPOSAL FORMAT & CONTENT REQUIREMENTS

4.3.1 PAGE LIMIT AND FORMATTING

- Maximum length: 30 single-sided pages (8.5" x 11"), excluding attachments.
- Minimum font size: 11-point.
- Margins: 1 inch on all sides.
- All pages, including attachments, must be clearly and consecutively numbered.

4.3.2 ORGANIZATION OF PROPOSAL

Proposals must follow the order and structure of **Section 5 of this RFP**. Each section and subsection must be clearly labeled and correspond directly to the requirements listed in Section 5.

Section 4.4 PROPOSAL DEADLINE

All proposals must be received by **5:00 p.m. on March 12, 2026**. Proposers may submit at any time prior to the deadline. Proposals received after the deadline, regardless of the cause, will not be considered.

SECTION 5: PROPOSAL REQUIREMENTS

Proposals must directly address the requirements of this RFP and demonstrate the proposer's ability to design, market, schedule, implement, and evaluate a comprehensive K–12 water education program. Submittals should be concise, well-organized, and demonstrate a clear understanding of MWDOC's goals and the scope of work.

Proposal evaluation will be based on the criteria in Section 6. Proposals that fail to meet all requirements listed below may be deemed non-responsive.

Proposals shall follow the structure and numbering outlined in this section.

5.1 EXECUTIVE SUMMARY

5.1.1 FIRM OVERVIEW

Provide a brief overview of the firm, including background, mission, size, and primary areas of expertise.

5.1.2 CAPACITY AND RESOURCES

Describe the firm's capacity to deliver a turnkey K–12 water education program, including the proximity of staff and resources to MWDOC's service area.

5.1.3 PROPOSED PROGRAM OVERVIEW

Provide a high-level summary of the proposed program, including grade levels served, instructional model, and key components.

5.1.4 DISTINGUISHING QUALIFICATIONS

Highlight the firm's unique capabilities, innovations, or past experience that distinguish it from other proposers.

5.2 KEY PERSONNEL AND QUALIFICATIONS

5.2.1 STAFF BIOS

Provide concise biographies for the project manager and key team members, including relevant experience in:

- a. K–12 education program development
- b. Environmental or water education
- c. Program management, scheduling, and outreach
- d. Program evaluation

5.2.2 ROLES AND RESPONSIBILITIES

Identify each team member's role and responsibilities within the proposed program, including the primary point(s) of contact.

5.2.3 ORGANIZATIONAL CHART

Include an organizational chart showing reporting relationships, team structure, and communication flow.

5.3 TECHNICAL APPROACH

Proposers shall describe their overall approach to meeting the requirements in *Section 3: Scope of Work*, including program design, outreach, scheduling, implementation, and evaluation.

5.3.1 PROGRAM DESIGN AND DEVELOPMENT

Describe how your proposed program will meet the requirements in *Section 3, Item 3.1.1*, including:

- a. Alignment with NGSS, EP&Cs, California curriculum frameworks, and other applicable standards
- b. Integration of Orange County water supply information and local water challenges
- c. Exploration of water industry careers
- d. Development of pre-and post-program hands-on activities
- e. Strategies for inclusivity, accessibility, and developmental appropriateness
- f. Proposed grade levels and rationale for selection

5.3.2 PROGRAM PROMOTION

Describe how you will meet the marketing and outreach requirements in *Section 3, Item 3.1.2*, including strategies, materials, and approaches to ensuring accessibility and inclusivity.

5.3.3 PROGRAM COORDINATION

Describe how you will meet the scheduling and logistics requirements in *Section 3, Item 3.1.3*, including:

- a. Strategies for meeting participation targets across service areas
- b. Communication with school staff before and after program delivery
- c. Maintenance of a real-time shared digital calendar
- d. Capacity to scale for classroom, assembly, and virtual environments

5.3.4 PROGRAM FORMAT AND DELIVERY

Describe how you will meet the format and implementation requirements in *Section 3, Item 3.1.4*, including:

- a. Delivery models (classroom, assembly, virtual, hybrid, etc.)
- b. Student engagement strategies (hands-on activities, demonstrations, multimedia, etc.)
- c. Use of props, visual aids, demonstration tools, and technology
- d. Integration of Ricky the Rambunctious RaindropSM (grades K–6)
- e. Methods for verbally and visually recognizing MWDOC and participating water providers

5.3.5 PROGRAM EVALUATION AND REPORTING

Describe how you will meet evaluation and reporting requirements in *Section 3, Item 3.1.5*, including:

- a. Proposed KPIs to assess student proficiency, engagement, and concept retention
- b. Teacher evaluation methodology, including the use/value of pre-and post-program activities
- c. Processes for collecting attendance and program data
- d. Preparation of monthly, quarterly, and annual reports for MWDOC

5.3.6 READINESS TO PROCEED

Demonstrate the firm's ability to begin work immediately upon award and fully implement the program by the start of the 2026–2027 school year. Include:

- a. Staffing and operational capacity
- b. Implementation timeline
- c. Anticipated challenges and mitigation strategies

5.4 SAMPLES AND SUPPORTING MATERIALS

Proposers should provide sample materials that demonstrate their ability to deliver the proposed program and meet the requirements in Section 3. Samples may include, but are not limited to:

- a. Sample lesson plans, interactive activity descriptions, or instructional materials
- b. Sample pre-program and post-program student hands-on activities
- c. Sample outreach or marketing materials
- d. Summaries of relevant past projects

Samples should illustrate grade-appropriate, standards-aligned, and engaging instruction that actively involves students and supports the learning outcomes described in Section 3.

5.5 COST PROPOSAL REQUIREMENTS

5.5.1 PRICING STRUCTURE

Proposers must submit a fixed cost per session for each grade level or grade band they propose to serve.

- a. Only one (1) cost may be provided per grade level or grade band.
- b. All proposed costs must be whole numbers (no cents).
- c. Pricing must be fully inclusive of all costs associated with program delivery.

5.5.2 SUBMISSION OF MULTI-TIER PRICING (IF PROPOSED)

MWDOC's preference is for one (1) fixed cost per grade level or grade band. If a proposer elects to submit a multi-tier pricing structure, they must:

- a. Clearly identify the tiers and associated costs
- b. Explain the rationale for proposing a multi-tier model
- c. Demonstrate why a single fixed cost is not feasible
- d. Confirm that instructional quality remains consistent across tiers

MWDOC reserves the right to accept or reject multi-tier pricing.

5.5.3 GRADE LEVELS / GRADE BANDS

Proposers may submit pricing for:

- a. Individual grade levels, or
- b. Grade bands (e.g., K-2, 3-5, 6-8, 9-12).

Each must include one (1) fixed per-session cost, unless otherwise specified in *Section 5.5.2*.

5.5.4 SESSION DEFINITION AND STUDENT CAPACITY

A "session" is defined as a single program presentation delivered to one (1) class, group, or instructional block. Proposers must specify a minimum number of students per session. The minimum must be instructionally appropriate and feasible across diverse school environments.

MWDOC encourages the ability to serve larger groups to maximize cost-effectiveness, where appropriate. However, unless justified under *Section 5.5.2*, the per-session cost must not change based on group size.

5.5.5 COST INCLUSIVITY

The fixed cost per session must include all expenses required to deliver the program, including but not limited to:

- a. Educator staffing
- b. Instructional materials, props, and supplies
- c. Curriculum development
- d. Travel and transportation
- e. Technology and equipment
- f. Outreach and scheduling
- g. Evaluation and reporting
- h. Administrative and overhead costs

No additional fees or surcharges will be accepted.

5.5.6 MULTI-YEAR PRICING

Proposers must provide:

- a. Firm, fixed pricing for the initial two-year contract term (whole numbers only)
- b. Optional projected pricing for up to three (3) additional renewal years (whole numbers only)

5.6 STANDARD AGREEMENT FOR CONSULTANT SERVICES

A sample of MWDOC's Standard Agreement for Consultant Services is provided as Attachment A. At the time of proposal submission, each Proposer shall be presumed to have read, understood, and fully reviewed all specifications and contract documents, including all Attachments.

Proposers must be capable of complying with all insurance requirements and Conflict of Interest Statements included in the Standard Agreement. Proposers shall review the Agreement and, in their proposal, identify any modifications necessary to ensure compliance.

If selected, the Proposer must satisfy all specified insurance requirements. MWDOC may, at its sole discretion, negotiate proposed modifications with the selected Proposer; however, MWDOC will consider all requested modifications during the evaluation process and reserves the right to reject any portion of, or all proposed modifications.

5.7 REFERENCES

Proposers shall provide three (3) references from municipal (preferred) or private clients for whom comparable services have been provided within the past five (5) years. Each reference shall include:

- a. Organization name and address
- b. Contact name and job title
- c. Phone number and email address
- d. Brief summary of the scope and scale of services provided
- e. Metrics regarding the number of students reached
- f. Evaluation results or measurements of learning outcomes

5.8 SUBCONTRACTORS

Proposers should clearly identify any services that will be performed by subcontractors. If subcontractors will be used to administer or implement any portion of the program, the proposal must include:

- a. A description of each subcontractor's relevant experience
- b. Identification of personnel assigned to perform the work
- c. A summary of qualifications demonstrating the subcontractor's capability to fulfill the proposed scope of services

SECTION 6: SELECTION PROCESS

6.1 COMMUNICATION RESTRICTIONS

Under no circumstances may the Proposer contact any staff member other than the contact listed in Section 4 regarding this RFP, including for the purpose of discussing the RFP or clarifying any requirements. This restriction also applies to members of the MWDOC Board of Directors, the Boards of MWDOC's member agencies, and the cities of Anaheim, Fullerton, and Santa Ana.

Failure to comply with this requirement may result in immediate disqualification.

All questions regarding the scope of work, proposal requirements, or selection process must be submitted via email to the contact identified in Section 4 by the deadline specified in the RFP Schedule. Responses to questions, including any addenda, will be posted on MWDOC's website at www.mwdoc.com/opportunities/rfps-rfqs/.

6.2 EVALUATION OVERVIEW

Proposals must directly address the requirements of this RFP and follow the structure and numbering outlined in Section 5. Proposals that fail to meet the requirements may be deemed non-responsive and may not be considered further.

Proposals will be evaluated based on:

- a. The written material submitted in response to this RFP
- b. Any required interviews, presentations, demonstrations, or proficiency testing
- c. References, samples, and supporting materials

Each proposal will be competitively evaluated on its strengths and weaknesses against the criteria in *Section 6.3*. Criteria are not listed in order of importance.

An evaluation panel will review all complete, responsive proposals and will recommend the firm(s) that, in MWDOC's judgment, are best qualified to design, deliver, market, schedule, and evaluate a comprehensive, turnkey K-12 water education program.

6.3 EVALUATION CRITERIA

The evaluation of proposals will include, but not be limited to, consideration of the following:

6.3.1 COMPLETENESS AND RESPONSIVENESS

Adherence to the proposal format and structure in Section 5 and inclusion of all required information, forms, and attachments.

6.3.2 FIRM QUALIFICATIONS AND EXPERIENCE

Demonstrated experience developing and delivering effective K-12 education programs, including environmental and/or water education for school-age children, and relevant past projects and references (*Section 5.7*).

6.3.3 KEY PERSONNEL AND CAPACITY

Qualifications and experience of key personnel identified in *Section 5.2*, and the firm’s capacity to administer, market, schedule, and deliver the proposed program at the required scale.

6.3.4 TECHNICAL APPROACH AND PROGRAM QUALITY

Strength, clarity, and feasibility of the technical approach described in *Section 5.3*, including the proposed approach to meeting the requirements in Section 3; program design and standards alignment; and overall instructional quality.

6.3.5 PROGRAM REACH, IMPACT, AND EVALUATION

Proposed student reach and participation across MWDOC’s service area, use of pre- and post-program activities to reinforce learning, and the quality of proposed KPIs, evaluation methods, and reporting processes.

6.3.6 SCHEDULING, LOGISTICS, AND TURNKEY READINESS

Ability to manage scheduling and logistics in coordination with schools, MWDOC, and participating water providers; use of tools such as a real-time shared digital calendar; and demonstrated readiness to fully implement the program by the start of the 2026–2027 school year.

6.3.7 SAMPLES AND SUPPORTING MATERIALS

Quality and relevance of sample instructional and outreach materials submitted under *Section 5.4*, and evidence that the proposed program can actively engage and educate students in a grade-specific, age-appropriate manner aligned with California academic standards, frameworks, and guidelines.

6.3.8 COST PROPOSAL AND VALUE

Clarity and completeness of the cost proposal (*Section 5.5*), competitiveness of the proposed pricing, overall value to MWDOC, and reasonableness of pricing relative to the proposed scope, scale, and quality of services, including pricing stability over the initial contract term and any optional renewal years.

6.3.9 SUBCONTRACTORS (IF APPLICABLE)

Qualifications and experience of any proposed subcontractors (*Section 5.8*), clarity of roles and responsibilities, and the demonstrated ability of the combined team to deliver a cohesive, turnkey program.

6.4 SELECTION PROCESS

6.4.1 PROPOSAL REVIEW AND SCORING

An evaluation panel will review and score all complete, responsive proposals in accordance with the evaluation criteria outlined in *Section 6.3*.

6.4.2 INTERVIEWS, PRESENTATIONS, AND/OR DEMONSTRATIONS

If deemed necessary by the evaluation panel, short-listed Proposers may be invited to participate in interviews, presentations, and/or demonstrations of their proposed program. Proposers will be notified of the format, content, and timing of any such sessions in accordance with the RFP schedule.

6.4.3 REFERENCE CHECKS AND ADDITIONAL INFORMATION

The evaluation panel may contact references, recent clients, and/or the Proposer to obtain additional

information or clarification. MWDOC reserves the right to request clarification or additional details regarding any part of a submitted proposal.

6.4.4 NEGOTIATIONS AND RECOMMENDED AWARD

Following evaluation, the panel may recommend one or more top-ranked Proposers for negotiations. MWDOC may negotiate scope, schedule, and pricing with the selected Proposer(s). Any award is contingent upon final contract terms acceptable to MWDOC. MWDOC makes no guarantees regarding revenue, agency participation, or the level of participation in the program(s).

6.4.5 CONFIDENTIALITY

Proposals will be kept confidential to the extent permitted by law until a contract is awarded. Once an agreement is executed, certain documents may be subject to disclosure under applicable public records laws.

6.4.6 FINAL APPROVAL AND CONTRACT EXECUTION

The evaluation panel will recommend one (1) or more firm(s) to fulfill the requirements of this RFP. The recommendation will be submitted to the MWDOC General Manager and Board of Directors for consideration. Upon approval, MWDOC will execute an agreement with the selected firm(s). Selected firm(s) will be notified via email.

If MWDOC and the selected Proposer cannot successfully finalize an agreement, MWDOC reserves the right to terminate negotiations and select another Proposer or withdraw the RFP.

SECTION 7: TERMS AND CONDITIONS

- a. MWDOC and participating Orange County water providers may make inquiries as necessary to determine the Proposer's ability to provide services as specified. Upon request, the Proposer must submit all such information and data to MWDOC for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award.
- b. MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and accept any proposal presented which it deems best suited to the interest of MWDOC and participating Orange County water providers. MWDOC is not bound to accept the lowest price.
- c. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of MWDOC.
- d. Proposers must comply with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's Standard Agreement (see Attachment A). Please review this agreement and note in your proposal if any modifications are needed to ensure compliance.
- e. Be advised that all information contained in the submitted proposals may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

ATTACHMENT A: MWDOC STANDARD AGREEMENT FOR CONSULTANT SERVICES

Please note any exceptions or amendments, if any, to the sample agreement attached.

STANDARD AGREEMENT FOR CONSULTANT SERVICES

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

I PURPOSE AND SCOPE OF WORK

A. Consulting Work

DISTRICT hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "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 itself out 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.

¹ Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

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 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 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

DISTRICT shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

E. Billing Records

CONSULTANT shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

IV DOCUMENTS

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

V TERMINATION

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

VI INSURANCE REQUIREMENTS

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

A. Workers' Compensation Insurance

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

CONSULTANT and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** 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 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. **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 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-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, nor 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 antivirus 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 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.

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. #

Internal Use Only:

Program No. _____

Line Item: _____

Funding Year: _____

Contract Amt.: _____

Purchase Order # _____

EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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§7100 PURPOSE

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers, and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and 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.

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.

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's business with that person or company.

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

§7106 USE OF CONFIDENTIAL INFORMATION

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

§7107 POLITICAL ACTIVITIES

During the course and scope of their employment, employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or 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 in which an employee may be involved, it shall be made clear that the employee is acting personally and not on behalf of MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board-appointed officer (Secretary, Treasurer, or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

Motion - 1/17/96; 6/17/15

§7110 VIOLATION OF POLICY -- DIRECTORS

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

M-12/21/05

Please note If using Consultant's proposal as Exhibit "B", please attach the proposal or complete the standard Exhibit "B" Form below. BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

EXHIBIT "B"

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

Company: Name: Address: Phone: Tax I.D. #
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1. Term – Commencement (Insert Date) _____ Termination (Insert Date) _____
2. Fees/Rates to be billed - \$_____
3. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed \$_____. **CONSULTANT's** fees shall be billed by the 10th day of the month for the previous month's activities. Invoices received by the 10th day of the month will be paid by **DISTRICT** by the end of the following month. Invoices shall reference the Purchase Order number from **DISTRICT**.

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: _____