



## **Municipal Water District of Orange County**

### **REQUEST FOR QUALIFICATIONS**

**For**

**On-Call Technical and Professional Services**

**RFQ ENG. 2026-01**

**April 23, 2026**

**Questions for clarification are due May 14, 2026 at 5:00 pm.**

**Statement of Qualifications are due May 26, 2026 at 5:00 pm.**

**Electronic submittals only and must be less than 25 Megabytes (MB).**

On-Call Technical and Professional Services  
**REQUEST FOR QUALIFICATIONS (RFQ)**

---

**Contents**

Request for Qualifications Information .....	3
1. About MWDOC .....	3
2. Invitation for Statement of Qualifications .....	3
3. Areas of Focus.....	4
3.1 Reliability Planning and Engineering.....	4
3.1.1 Water Quality Technical Assistance.....	5
3.1.2 Hydraulic Model Maintenance and Update.....	5
3.1.3 Water Demand Model Maintenance and Update.....	5
3.1.4 Lead and Copper Rule Improvements Assistance.....	6
3.2 Emergency Management.....	6
3.2.1 Planning .....	7
3.2.2 Training .....	7
3.2.3 GIS Support .....	8
3.2.4 Environmental Technical Specialist .....	8
3.3 Water Use Efficiency.....	9
3.3.1 Data Science Support Services.....	9
3.4 Construction Project Management.....	10
3.4.1 Administration Building.....	10
4. Required SOQ Content.....	11
5. SOQ Evaluation Criteria.....	13
6. SOQ Submittal.....	14
Attachment A – Schedule of Events.....	16
Attachment B – Standard MWDOC Professional Services Agreement .....	17



## Request for Qualifications Information

### 1. About MWDOC

The Municipal Water District of Orange County (MWDOC) is a public agency, formed by Orange County voters in 1951 under the Municipal Water District Act of 1911 to provide imported water to Orange County.

Today, MWDOC is the third largest member agency of Metropolitan Water District of Southern California (Metropolitan) based on assessed property valuation. MWDOC is a regional water wholesaler and resource planning agency, supplying imported water to all of Orange County except for the cities of Anaheim, Fullerton, and Santa Ana. MWDOC's mission is *to provide reliable, high-quality water supplies from Metropolitan and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for Orange County.*

While MWDOC does not own or operate water infrastructure of its own, the District's efforts are focused on sound planning and appropriate investment in water supply reliability, regional coordination of delivery infrastructure with Metropolitan and retail water agencies, water use efficiency and water loss control programs, and emergency preparedness and response. Headquartered in Fountain Valley, California, MWDOC is governed by a seven-member elected Board of Directors, with each Board member representing a specific MWDOC division in the County.

MWDOC purchases imported water from Northern California and the Colorado River – through Metropolitan and wholesales this water to 27 member agencies, including 26 retail water suppliers (13 water agencies and 13 city water departments), and one groundwater wholesale agency, the Orange County Water District for groundwater replenishment. MWDOC's service area provides retail water services to a population of 2.4 million. MWDOC together with the cities of Anaheim, Fullerton, and Santa Ana serve a population of approximately 3.1 million consumers in a 600 square mile area of Orange County.

### 2. Invitation for Statement of Qualifications

MWDOC invites qualified firms to submit a Statement of Qualifications (SOQ) for MWDOC's On-Call Technical and Professional Services. The purpose of this Request for Qualifications (RFQ) is for MWDOC to develop an On-Call Slate of pre-qualified consultants to assist the District with a variety of as-needed services across multiple areas of focus and MWDOC departments. Each contract will have a three-year term with two one-year options to extend. **Consultants may submit a SOQ for any number of areas of focus and any number of topics within each area of focus. Qualified consultants may be selected for one or multiple areas of focus.** The goal is to have qualified consultants ready for projects and tasks. Prequalification does not guarantee work and consultants selected for the On-Call Slate will still be required to submit a Scope of Work for MWDOC's approval before beginning any work.



MWDOC previously solicited and procured On-Call contracts for Reliability Planning, Engineering, and Resource Development in 2021. All prior respondents to an RFQ for as-needed services, including selected consultants, must submit responses to this RFQ to be eligible for any Contract award.

### **3. Areas of Focus**

MWDOC is looking for qualified consultants to provide services under the following four areas of focus: 1) Reliability Planning and Engineering, 2) Emergency Management, 3) Water Use Efficiency, and 4) Construction Project Management.

#### **3.1 Reliability Planning and Engineering**

MWDOC's Reliability Planning and Engineering Department (Engineering Department) supports the planning and implementation of regional and local water projects through coordination with Metropolitan and our 27 member agencies, which include 13 city water departments, 13 water districts, and one groundwater wholesale supplier. Most recently, MWDOC partnered with member agency Orange County Water District (which manages the groundwater basin beneath central and northern Orange County) to develop a new Orange County Water Demand Projection Model, which produced a series of 25-year demand forecasts based on a common set of scenarios for each individual water retail supplier in Orange County. This updated demand model represents a regionally consistent approach to each agency's 2025 Urban Water Management Plan (UWMP) demand projections. Further refinements to this model are anticipated over the next few years to meet additional planning needs. MWDOC's Engineering Department is also managing the 2025 UWMP Shared Services Program<sup>1</sup>, in which 23 Orange County retail agencies are participating.

As it relates to coordination with Metropolitan, the Southern California regional wholesale imported water supplier, the MWDOC Engineering Department serves as the liaison between Metropolitan and MWDOC member agencies for projects, special events, and operational issues related to Metropolitan's regional transmission system within MWDOC's service area. MWDOC provides planning and coordination activities between Metropolitan and our 27 member agencies for maintenance and rehabilitation shutdowns and water quality conditions in the regional transmission system.

The MWDOC Engineering Department anticipates needing technical services from consultants in the following four areas of focus:

---

<sup>1</sup> MWDOC's Shared Services Programs (also known as Choice Programs) include on-going duration programs carried out through MWDOC staff on behalf of member agencies (e.g. leak detection program, water use efficiency programs) and specific (oftentimes one-off) projects where MWDOC assists member agencies in the procurement and management of technical/expert consultants to carry out projects to help member agencies meet regulatory compliance (e.g. UWMPs, Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) under the American Water Infrastructure Act (AWIA)).

### **3.1.1 Water Quality Technical Assistance**

Water quality issues of concern in the Orange County regional conveyance system can include water aging, chloramine residuals, and measures to reduce the risk of nitrification during periods of low demand. An additional area of focus may include analysis of water blending and reverse-flow impacts on water quality for the regional conveyance system, as part of future plans to expand the Doheny Ocean Desalination project beyond the currently proposed 5 MGD capacity.

- Provide Subject Matter Expert (SME) guidance and analysis for various water quality issues as needed
- Facilitate and/or present at MWDOC Water Quality Workgroup meetings on relevant topics of discussion (e.g., nitrification, water blending/reverse flow impacts)
- Provide technical assistance in developing a real-time chlorine analyzer pilot project for MWDOC and member agencies, including but not limited to developing a Work Plan, conducting water quality analysis, and providing practical recommendations for future implementation.
- Provide digital solutions (e.g., dashboard) to organize and display water quality data from Metropolitan and member agencies, and the real-time chlorine analyzer pilot project initially, with the potential to expand the application to include other water quality data from these sources. Currently, MWDOC receives various water quality reports from Metropolitan in PDF format on a weekly basis or longer, depending on the constituents and frequency of sampling by Metropolitan. Retail agencies currently do not typically share their water quality results. A collaboration among Metropolitan, our member agencies, and MWDOC to store select data on a secure platform to allow access for retail agencies' staff and Metropolitan staff would help Metropolitan, MWDOC, and member agencies expedite responses to water quality issues.

### **3.1.2 Hydraulic Model Maintenance and Update**

Hydraulic Modeling Maintenance and Update scope of work includes:

- Maintain and update MWDOC's OC Distribution System Hydraulic Model built on Innovyze's InfoWater platform.
- Develop water quality modeling tools to supplement the hydraulic model to allow for analysis of water aging issues of the regional conveyance system.

### **3.1.3 Water Demand Model Maintenance and Update**

MWDOC, in collaboration with all water retail agencies in Orange County, and with the assistance of Hazen and Sawyer, developed an update to the 25-year demand projections (2025-2050) at the end of 2025. A new demand model was developed using an econometric approach. MWDOC maintains a master Excel spreadsheet of the model. Retailers maintain their individual agency's model. MWDOC foresees the following as-needed services for the demand model:

- Maintain and update the MWDOC Master Model as needed
- Maintain and update the retail agencies' individual demand models as needed



### **3.1.4 Lead and Copper Rule Improvements Assistance**

In 2023, MWDOC created a Shared Services Program to assist retail agencies with compliance with the federal Lead and Copper Rule Revisions (LCRR) Initial Inventory by the October 2024 deadline. Specifically, the Shared Services Program provided technical assistance for services related to developing the initial service line inventory, including desktop analysis tasks and field investigations.

The Lead and Copper Rule Improvements (LCRI) became effective in December 2024. The LCRI requires retail agencies to submit a Baseline Service Line Inventory by November 1, 2027. The baseline inventory builds on the LCRR initial inventory by also requiring the identification of materials for all connectors and their locations, and the completion of a validation resampling process for pipelines designated in the Initial Inventory as “Non-Lead”.

Depending on the level of interest from member agencies, MWDOC is considering providing a Shared Services Program to assist retail agencies with LCRI compliance, to include Non-Lead pipeline validation assistance and field inspection support/services.

## **3.2 Emergency Management**

The Water Emergency Response Organization of Orange County (WEROC) Emergency Management Program is charged with supporting the resiliency of Orange County’s water and wastewater agencies, and the community it serves by working with these agencies and the County to build, sustain, and improve the capability to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters.

Created in 1983, WEROC’s primary mission was originally to coordinate and support preparedness activities. Over the years, additional core functions were added to build a strong, resilient program that supports member agencies in responding to major emergencies or disasters. In 2004, a new program coordinator assumed the responsibilities of WEROC, assessed the program, and established additional mission activities as WEROC’s core functions and capabilities, including:

- Maintain the dedicated emergency radio system exclusively for Orange County water utilities’ use during emergency or disaster response with required updates and enhancements.
- Prepare, update, and test a countywide emergency response plan, and provide assistance, as requested, for agencies to prepare and test their plans.
- Maintain an Emergency Operations Centers (EOC) in a state of readiness that will be staffed by trained water industry professionals.
- Organize emergency preparedness and response trainings among the water and wastewater agencies in Orange County.
- Attend local and regional meetings regarding emergency preparedness and response issues on behalf of the Orange County water utilities.



The WEROC emergency management function has evolved from its early mission primarily due to the worldwide field of emergency management undergoing a significant evolution in the last 20 years, with an expansion in mission, role, organizational complexity, and program functions.

WEROC is proud of its foundation and primarily does all of its work in-house. However, being a very small department consisting of three people to support 36 agencies, WEROC is looking to have available on-call services in the following areas:

### **3.2.1 Planning**

WEROC requires on-call planning support to augment in-house capabilities and address peak workload periods, specialized technical needs, and time-sensitive planning requirements across its 36 member water and wastewater agencies. Planning services may include, but are not limited to:

- Development, review, and updates of emergency management plans, annexes, and functional documents, including Emergency Response Plans (ERPs), EOC procedures, continuity plans, mutual aid coordination plans, and hazard-specific annexes.
- Support for compliance-driven planning efforts, including America's Water Infrastructure Act (AWIA) Risk and Resilience Assessments and Emergency Response Plan updates, as well as integration with local, Operational Area, and State requirements.
- Facilitation and documentation of planning workshops, stakeholder meetings, and regional working groups involving multiple agencies and partner organizations.
- Development of planning templates, job aids, checklists, and standardized guidance to support consistent emergency management practices across member agencies.
- Surge planning support following incidents, exercises, regulatory changes, or emerging threats requiring rapid plan development or revision.

All planning services must align with SEMS, NIMS, ICS, and California mutual aid frameworks and be scalable to support both individual agencies and region-wide initiatives.

### **3.2.2 Training**

WEROC requires on-call training support to supplement internal instructional capacity and to support the delivery of specialized, surge, or highly technical training for member agencies and regional partners. Training services may include, but are not limited to:

- Development and delivery of emergency management, ICS, SEMS, EOC, and water/wastewater-specific training courses tailored to varying levels of staff experience and operational roles.
- Design and facilitation of tabletop, functional, and discussion-based exercises, including exercise documentation such as agendas, scenarios, facilitator guides, participant handouts, and after-action reports.
- Support for credentialing, Position Task Book (PTB) development, and workforce readiness initiatives aligned with the National Qualification System (NQS).
- Custom training development to address emerging threats, regulatory requirements, technology changes, or identified gaps from exercises or real-world activations.

- On-call instructional or facilitation support during periods of high demand, staff turnover, or concurrent training initiatives across multiple agencies.

Training services must be adaptable, scenario-driven where appropriate, and coordinated with WEROC to ensure consistency with regional objectives and standards.

### **3.2.3 GIS Support**

WEROC requires on-call GIS support specifically to augment regional situational awareness during emergencies through rapid development and modification of GIS products using the Esri platform. These services are intended to provide surge technical capacity that can be activated quickly to support evolving operational needs across WEROC's 36 member agencies. GIS support services may include, but are not limited to:

- Rapid development, configuration, and deployment of incident-specific GIS dashboards, maps, and applications within ArcGIS Online or Portal environments to support a Common Operating Picture (COP).
- Real-time modification, creation, and management of pre-existing and incident-specific GIS layers, including but not limited to damage assessment, infrastructure status, service outages, field observations, and response activities.
- Integration of field data collection tools (e.g., mobile or web-based forms) to support timely damage assessment, situational reporting, and operational decision-making.
- Ongoing updates and adjustments to dashboards, symbology, filters, and data displays as incident conditions, operational priorities, and information requirements change.
- Technical support to facilitate data sharing, group access, and permissions across multiple agencies and partner organizations during an incident.
- Post-incident transition support, including data cleanup, documentation, and archiving of GIS products for after-action review and future planning.

GIS support must be capable of being activated on short notice, scalable to incident complexity, and coordinated through WEROC to ensure consistency, accuracy, and interoperability across the region.

### **3.2.4 Environmental Technical Specialist**

WEROC requires on-call access to Environmental Technical Specialists to support water and wastewater agencies during incidents, planning efforts, and recovery operations involving environmental, public health, or regulatory considerations. Services may include, but are not limited to:

- Technical support related to water quality, wastewater operations, environmental impacts, contamination events, and regulatory coordination during emergencies.
- Assistance with environmental assessments, damage evaluations, and documentation to support response decisions, regulatory reporting, and recovery funding eligibility.
- Subject-matter expertise to support emergency planning, exercises, and training related to environmental hazards, water quality incidents, or infrastructure failures.
- Surge technical support following natural disasters, infrastructure failures, or complex incidents requiring specialized environmental expertise.



Environmental Technical Specialist services must be responsive, technically sound, and coordinated through WEROC to ensure alignment with regional response objectives and agency needs.

### **3.3 Water Use Efficiency (WUE)**

MWDOC is a leader in water efficiency. An ethic of efficient water use has been integrated into regional program implementation and planning over the last thirty-five years. Currently, MWDOC's efforts focus on the following three areas: 1) State Water Conservation Compliance Assistance (e.g., State Conservation Framework [AB 1668 and SB 606] and Non-Functional Turf Program [AB 1572]), 2) Regional Rebate Programs and Local Program Assistance, and 3) Research and Evaluation.

MWDOC develops, secures funding for, and implements regional water-savings programs on behalf of all retail water agencies in Orange County. MWDOC offers Orange County water suppliers a "Conservation Framework Technical Assistance Program (TAP)" and a "Meter Area Measurements Program" to assist them in complying with the Making Conservation a California Way of Life Framework. In addition, MWDOC provides a holistic suite of programs that are accessible to all consumer groups in the region, such as the Turf Replacement Rebate Program. MWDOC maintains regional program participation records and serves as a central data hub for water efficiency records in Orange County.

An essential part of MWDOC's water-use efficiency programs is the ongoing research and evaluation of existing and potential initiatives. Research enables measurement of a program's water-savings benefits, implementation strategies, and costs, and helps evaluate its economic feasibility relative to other projects or existing/potential sources of supply. MWDOC routinely conducts statistical water-savings (impact) and process evaluations to guide strategic investment and ensure effective management of its water-efficiency programs.

#### **3.3.1 Data Science Support Services**

MWDOC's Water-Use Efficiency Department collects, analyzes, and reports data related to rebate program participation, water savings, grant funding, and legislative compliance. This data is essential for program administration and maintaining transparency with MWDOC's member agencies. Since this information is stored across multiple systems and formats, the WUE Department anticipates needing technical services to support the extraction, consolidation, and synthesis of these datasets. As-needed services may include:

- Data Solutions – Develop, update, maintain, and provide training on data solutions within the Microsoft environment, with an emphasis on Power Apps, Power BI, and Power Automate.
- Automate and Streamline Workflows – Eliminate manual data handling by implementing automated data pipelines to and from external and internal systems, with the potential to support the loading and maintenance of the Water-Use Efficiency Database, including but not limited to MWDOC's internal rebate processing platform, Metropolitan's rebate processing platform, and MWDOC's Accounting Enterprise Resource Planning (ERP) System.

- Enhance Reporting and Analytics – Integrate data sources with Power BI to provide accessible, real-time reporting tools for grant management, invoicing, and ad-hoc analytical needs.
- Data Analysis and Statistics – Evaluate and/or measure MWDOC WUE Programs, including performing complex statistical analyses. Quantify water savings, or other metrics, by measuring the reduction in water use, utilizing water consumption data, resulting from WUE Programs, or other related datasets, while distinguishing these savings from external influences such as weather patterns or economic shifts, and employ sound statistical techniques that minimize bias and confounding in savings estimates. Evaluate water-related economic impacts or other factors of WUE-related variables.

### **3.4 Construction Project Management**

#### **3.4.1 Administration Building**

The roof of MWDOC's Administration Building has reached the end of its useful life and needs replacement. Additionally, MWDOC is looking to install a shade covering in its courtyard. This project is under the purview of MWDOC's Administration Department, which will need assistance from a consultant serving as the Owner's Representative for the project to provide the following professional services:

- Pre-Construction Services
  - Project Definition & Feasibility: Assisting the owner (MWDOC) in establishing project goals, scope, and vision,
  - Budgeting and Scheduling: Developing the initial master budget and a realistic project schedule (using Critical Path Method).
  - A&E Team Selection:
    - Vetting and selecting an Architectural and Engineering (A&E) consultant in compliance with the California Public Works contracts through the Request For Proposals (RFPs), including solicitation for bids, responding to Requests For Information (RFIs), reviewing proposals through creation of an RFP review committee, reviewing and negotiating contracts with the project team to protect the owner's and the public's interests and developing a Board recommendation for award of the A&E contract.
    - Working with the A&E consultant to develop plans, specifications, and an estimate of probable construction cost (PS&E) for the project in compliance with public works construction requirements. Activities will include (but not be limited to) reviewing design documents for constructability, value engineering opportunities, and alignment with the owner's budget and compliance with underlying property owner [Orange County Water District (OCWD)] requirements, and coordinating with the City of Fountain Valley Building Division and OCWD to ensure all building permits and approvals are obtained
  - Prepare public works construction bid package, solicit bids, respond to RFIs, in compliance with California Public Contract Code requirements.

- Develop a recommendation to the Board for an award of the construction contract
- Construction Phase Services
  - Site Inspections & Quality Control: Conducting regular site visits to ensure work complies with approved designs, specifications, and quality standards.
  - Budget & Cost Control: Reviewing contractor invoices, recommending payment of progress payment applications, and tracking of lien waivers for accuracy and adherence to the budget.
  - Schedule Monitoring: Tracking construction progress against the master schedule and taking corrective action to resolve delays.
  - Change Order Management: Assessing potential change orders to determine their impact on cost and schedule, providing recommendations to the owner for approval.
  - Communication & Meetings: Serving as the central point of contact, managing daily operations, and leading regular meetings with the contractor and the architect on behalf of the owner.
  - Risk Mitigation: Proactively identifying potential safety hazards, legal issues, or material shortages to mitigate risks
- Project Closeout Services
  - Punch List Management: Walking through the site to identify deficient or incomplete work, then managing the contractor through the completion of this "punch list".
  - Closeout Documentation: Collecting and organizing all warranties, as-built drawings, operations and maintenance (O&M) manuals, and lien waiver releases.
  - Financial Reconciliation: Reviewing and approving the final payment and releasing retainage once all contractual obligations are met.
  - Final Certifications: Securing any necessary legal approvals for final turnover.

In addition to the roof project, the District may need technical assistance to evaluate various facility maintenance issues that may arise, including plumbing (installed in the 70's), HVAC (installed in February 2014), server room AC (installed in January 2019), and other associated issues.

## 4. Required SOQ Content

This RFQ is a competitive process. However, SOQs need not be voluminous. SOQs shall include the following sections as listed below:

### A. Cover Letter

- a. Provide a cover letter that serves as the executive summary of the SOQ. Clearly state the area(s) of focus for which the consultant is submitting the SOQ.
- b. Acknowledge receipt of all addenda



- c. Acknowledge review of MWDOC's professional services agreement (**Attachment B**) and state your firm's willingness to accept the agreement terms and conditions. If your firm requests any changes, please include any proposed modifications to the standard terms and conditions in your proposal. While MWDOC negotiates such changes with consultants, MWDOC will consider your proposed modifications during the consultant selection process and retain the right to reject any portion of your proposed modifications.
- d. Include a signature of the Consultant's authorized representative

## **B. Experience and Qualifications**

- a. Describe your firm's specific experience and the capabilities of the designated project managers, subject matter experts, technical staff, and support staff related to the area(s) of focus.
- b. Describe the capacities of your firm and all participating subconsultants.
- c. Provide an organizational chart identifying disciplines, specific key personnel, and the role of those who may be assigned to projects within the area(s) of focus for which the consultant is submitting the SOQ.
- d. Disclose any proposed subcontract arrangements that would be utilized during this project.
- e. Document that personal or organizational conflicts of interest prohibited by law do not exist.
- f. Provide resumes (2-page limit per person) of the designated project managers, subject matter experts, technical staff, and support staff related to the area(s) of focus.

## **C. Record of Performance**

- a. Describe the firm's, specifically, the proposed personnel's past record of performance on similar projects for which your firm has provided services. Include a discussion of such factors as project outcomes and accomplishments, quality of work, control of costs, ability to meet schedules, and innovative solutions brought to the project.
- b. Provide at least two public agency references per area of focus for which the consultant is submitting the SOQ that may be contacted by MWDOC, including name, title/role, phone number, and email.

## **D. Billing Rates**

- a. Include Billing Rate Sheet(s) for all staff level through June 30, 2029.

## **E. Attachments**

- a. Proposed revisions to the MWDOC Standard Professional Services Agreement (if applicable)



## 5. SOQ Evaluation Criteria

### A. Minimum Qualifications

Any Response that does not demonstrate that the Respondent meets the requirements stated in the evaluation criteria, by the Response deadline will be considered non-responsive and will not be evaluated or eligible for subsequent award of any contract.

Based on a combination of the consultant’s qualifications **and** the response to this RFQ, MWDOC will select the Respondent(s) best qualified to assist with the work, and then will negotiate Contract authorizations.

### B. Evaluation Process Overview

Responses that satisfy the requirements referenced above will be evaluated and scored. MWDOC will appoint an Evaluation Panel responsible for evaluating and scoring Responses based upon the evaluation criteria described below. Thereafter, based upon the Evaluation Panel’s scoring of RFQ submissions, MWDOC staff will make a recommendation for an On-call Technical Services slate of Consultants to the MWDOC Board.

A review panel consisting of MWDOC staff from the relevant departments will review the SOQs and select preferred consultants based upon the review criteria established. Criteria for evaluation of proposals and selection of consultant recommendation for Board consideration shall be based on, but not limited to the following considerations. Proposals will be scored based on Table 1 guidelines.

**Table 1: Proposal Evaluation and Scoring Criteria**

Proposal Component	%
<b>Technical Approach</b> <ul style="list-style-type: none"> <li>Understanding of the nature and implementation of On-call Professional Services Contracts required by MWDOC;</li> <li>Approach to addressing and completing the tasks to be assigned on an as-needed basis;</li> <li>Project Management capability and understanding of as-needed Contract Administration; and</li> <li>Demonstrated ability to work with MWDOC as a team; including other hired consultants.</li> </ul>	30
<b>Team Experience and Qualifications / Record of Performance</b> <ul style="list-style-type: none"> <li>Expertise of the Consultant/Team in the fields necessary to complete the tasks listed in this RFQ;</li> <li>Experience and results with similar professional services contracts involving the nature of work anticipated under this RFQ; and</li> <li>Demonstrated capability to complete deliverables within the agreed budget and timeline.</li> <li>Depth of available sub-consultant resources in each specified discipline and commitment to the contract.</li> </ul>	30
<b>Assigned Project Staff</b>	30



<ul style="list-style-type: none"> <li>• Relevant experience of staff assigned to the type of work anticipated in the RFQ;</li> <li>• Professional qualifications</li> <li>• Availability of assigned staff; and</li> <li>• Demonstrated capability in producing cost-effective project results.</li> <li>• Capacity and flexibility to complete high quality work in a timely manner;</li> <li>• Ability to perform on short notice</li> </ul>	
<b>Organization</b> <ul style="list-style-type: none"> <li>• Presentation, clarity, organization of submittal, and responsiveness to project approach submittal requirements</li> </ul>	5
Willingness to Accept Standard Agreement Terms	5
<b>Total</b>	<b>100</b>

Based upon this information, MWDOC staff will recommend an On-Call Technical Services Slate to the Board for approval. MWDOC will retain the billing rates, agreed-upon contract edits, and SOQs for each approved consultant. When a project arises, MWDOC staff will develop a scope of work with slate consultant(s) and bring the item to the Board to request project budget approval and authorization to award a contract. An interview may or may not be requested depending on the outcome of the SOQ review and their scores.

This RFQ does not in any way limit MWDOC’s right to solicit contracts for similar or identical services if, in MWDOC’s sole and absolute discretion, it determines the responses are inadequate to satisfy its needs.

## 6. SOQ Submittal

Submitted SOQs will become the property of MWDOC. They will be held in confidence to the extent permitted by law. After approval of the on-call slate or after rejection of all SOQs, the SOQs will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.)

**MWDOC reserves the right to request additional information from prospective consultants prior to final selection, to meet with one or more respondents, and to consider information about a firm other than that submitted in the SOQ.**

Interested firms may submit questions in writing. All questions will be documented and answers/clarifications provided in an addendum to the RFQ. Questions will be accepted until **Thursday May 14, 2026 at 5:00 pm** and should be submitted to Angela Crespi, Secretary of the Board of Directors at [acrespi@mwdoc.com](mailto:acrespi@mwdoc.com) with the subject line: **Questions for MWDOC RFQ ENG. 2026-01: On-Call Technical and Professional Assistance.**



SOQs will be accepted until **Tuesday May 26, 2026 at 5:00 pm**. The electronic copy should be emailed to Angela Crespi, Secretary of the Board of Directors at [acrespi@mwdoc.com](mailto:acrespi@mwdoc.com) with the subject line: **SOQs for MWDOC RFQ ENG. 2026-01: On-Call Technical and Professional Assistance**. No printed proposals will be accepted. It is the respondent's responsibility to ensure that the District receives the emailed SOQ. If confirmation of receipt is not received from the District, respondents must follow up to verify successful delivery.

PLEASE NOTE ALL SUBMITTALS SHALL BE **LESS THAN 25 MEGABYTES** TO ALLOW EMAILING. FAILURE TO MEET THIS REQUIREMENT WILL BE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

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. Selection to the on-call slate does not guarantee work. MWDOC reserves the right to reject any or all proposals and to negotiate with any qualified applicant.



## Attachment A – Schedule of Events

<b>Activities</b>	<b>Anticipated Dates</b>
1. Issue RFQ	April 23, 2026
2. Questions on RFQ Due	May 14, 2026
3. Statement of Qualifications Due	May 26, 2026
4. MWDOC's Committee Recommendation of On-Call Slate	July 6, 2026
5. MWDOC's Board Consideration of On-Call Slate	July 15, 2026
6. Duration of Contract Authority	3 years with two 1-year extension option



# Attachment B – Standard MWDOC Professional Services Agreement

## STANDARD AGREEMENT FOR CONSULTANT SERVICES

This agreement for professional services (“AGREEMENT”) is made and entered into on \_\_\_\_\_ (“Effective Date”), by and between MUNICIPAL WATER DISTRICT OF ORANGE COUNTY (“DISTRICT”) and, \_\_\_\_\_ (“CONSULTANT”). Herein, DISTRICT and CONSULTANT may be referred to collectively as “PARTIES” and individually as “PARTY”. The PARTIES agree as follows:

### I. SCOPE OF SERVICES AND TERM

#### A. Consulting Work

DISTRICT hereby contracts with CONSULTANT to provide professional services as more specifically set forth in Exhibit "B" attached hereto and incorporated herein (“SERVICES”). CONSULTANT acknowledges that the SERVICES are being offered in coordination with and for the benefit of the “PARTICIPATING AGENCIES”, as more specifically set forth in Exhibit “C”. Tasks other than those specifically described therein shall not be performed without prior written approval of DISTRICT’s General Manager.

CONSULTANT shall perform all SERVICES under this AGREEMENT in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional disciplines necessary to perform the SERVICES.

#### B. Independent Contractor

CONSULTANT is retained as an independent contractor for the sole purpose of rendering professional and/or special SERVICES pursuant to this AGREEMENT and is not an agent or employee of DISTRICT. 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 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 required to carry out the SERVICES. 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.

CONSULTANT represents and warrants that in the process of hiring its employees for 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. CONSULTANT acknowledges and will abide by the District’s “Ethics Policy” set



forth at sections 7100-7111 of the Administrative Code, attached hereto as Exhibit “A” and incorporated herein by reference.

**C. Changes in Scope of Work**

If DISTRICT requires changes in the tasks or scope of work shown in Exhibit "B" 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 both 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.

**D. Term**

This AGREEMENT shall commence upon the Effective Date and shall extend thereafter for the period specified in Exhibit "B" or until terminated as provided herein. CONSULTANT shall complete the SERVICES within the term of this AGREEMENT, and shall meet any other established schedules and deadlines.

**II. BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

**E. Budgeted Amount for Services**

CONSULTANT is expected to complete all SERVICES within the budgeted amount set forth in Exhibit "B" (“Budgeted Amount”). 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.

**F. 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.

**G. Billing and Payment**

CONSULTANT's fees shall be billed by the 25<sup>th</sup> day of the month and paid by DISTRICT on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the 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.

**H. 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.

**I. 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. Additionally, a courtesy copy shall be sent by email to the email addressed provided below. Any changes related to the notice information below shall be given 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, Unit B  
Fountain Valley, CA 92708  
[HDeLaTorre@mwdoc.com](mailto:HDeLaTorre@mwdoc.com)

CONSULTING ENTITY NAME  
CONSULTANT  
TITLE  
ADDRESS  
TELEPHONE  
EMAIL

**III. TERMINATION**

**A. Grounds for Termination**

DISTRICT shall have the right to suspend or terminate all or any portion of the SERVICES without cause upon ten (10) business days written notice to CONSULTANT. In the event of a suspension, CONSULTANT shall make a good faith effort to reschedule the SERVICES, however, DISTRICT and CONSULTANT shall agree upon any increased cost arising as a result of such rescheduling. If CONSULTANT is not available to reschedule the SERVICES, then either PARTY may immediately terminate this AGREEMENT. DISTRICT shall have the right to immediately suspend all or any portion of the SERVICES in the event that CONSULTANT is in breach of its obligations hereunder and DISTRICT shall have the right to terminate this AGREEMENT if such breach is not cured, if curable, within ten (10) days of notice thereof. CONSULTANT may not terminate this AGREEMENT except for cause and with at least thirty (30) days' notice and only if such cause is not cured within fifteen (15) days of notice thereof.

**B. Effect of Termination**



Upon termination of this AGREEMENT (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.

### **C. Additional Services**

In the event this AGREEMENT is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **D. Transition of Services Upon Termination or Expiration**

Upon expiration or termination of this AGREEMENT, and upon request of DISTRICT, CONSULTANT shall reasonably cooperate with DISTRICT to ensure a prompt and efficient transfer of all DISTRICT data, documents and other materials to DISTRICT or a new services provider, in an industry standard format or formats, and in a manner such as to attempt to minimize the impact of expiration or termination on DISTRICT or DISTRICT's customers. CONSULTANT and DISTRICT shall mutually agree on transition activities requiring completion and a reasonable schedule of completion associated therewith. CONSULTANT shall provide to DISTRICT data and documentation, and other CONSULTANT non-proprietary information reasonably requested by DISTRICT in connection with the transition. CONSULTANT shall provide transition assistance described above, subject to a mutually agreeable schedule, in such a manner as to attempt to reasonably: (a) ensure the uninterrupted performance of the services, (b) with no degradation in quality, and (c) to avoid disruption in the operation. If DISTRICT is the defaulting PARTY or terminates for convenience, DISTRICT agrees to pay CONSULTANT reasonable compensation for additional services performed in connection with such transfer, to the extent not otherwise provided for or contemplated in the AGREEMENT. If DISTRICT is the defaulting PARTY, such compensation shall be payable in advance of work by CONSULTANT. CONSULTANT shall (i) return all documents and other materials received from DISTRICT and all copies (if any) of such documents and tangible materials; and (ii) destroy all other documents or materials in CONSULTANT's possession that contain DISTRICT proprietary or customer data; provided, however, that CONSULTANT may retain copies of information necessary for CONSULTANT's tax, billing or other financial purposes, to be used solely for such purposes.

Under no circumstances, except for any event of default or termination by the DISTRICT or CONSULTANT as contemplated in the AGREEMENT, shall CONSULTANT cease providing SERVICES to DISTRICT under this AGREEMENT until clear and unequivocal arrangements for (i) DISTRICT to assume provision of the SERVICES under this AGREEMENT or (ii) a third party is provided to assume provision of the SERVICES under this AGREEMENT.

## **IV. INSURANCE REQUIREMENTS**



CONSULTANT shall obtain prior to commencing work and maintain in force and effect throughout the term of this AGREEMENT, insurance covering claims for injuries or death to persons or damage to property which may arise from or in connection with the performance and completion of the SERVICES by CONSULTANT, its agents, representatives, employees, or subcontractors, as specified below. In addition, CONSULTANT shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured insurance required under this section.

CONSULTANT shall obtain coverage at least as broad as provided below; provided however if CONSULTANT maintains broader coverage and/or higher limits than the specified minimums, the DISTRICT shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT in excess of the specified minimum limits of insurance:

**A. Commercial General Liability (CGL)**

CONSULTANT must procure or maintain Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with a limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT) or the general aggregate limit shall be twice the required occurrence limit. 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.

**B. Automobile Liability**

If applicable, CONSULTANT must procure and maintain Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

**C. Workers' Compensation Insurance**

As required by the State of California, CONSULTANT must procure or maintain Workers' Compensation insurance with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. CONSULTANT certifies that it 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.

The Workers' Compensation policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against DISTRICT, its Directors, elected officials, officers, employees, authorized volunteers, agents, successors and assigns, which might arise by reason of payment under such policy in connection with work performed under this AGREEMENT by CONSULTANT. This provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.



#### **D. Professional Liability**

CONSULTANT must procure or maintain errors and omissions liability insurance coverage appropriate to the CONSULTANT's profession with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If Claims-Made policies: (1) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### **E. Cyber Liability Insurance (Technology Services)**

If CONSULTANT SERVICES include technology services, CONSULTANT must procure or maintain Technology Professional Liability Errors and Omissions coverage with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT or technology vendor in this AGREEMENT and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

#### **F. Builder's Risk (Construction Only)**

If the SERVICES are for construction, CONSULTANT must procure or maintain Builders Risk coverage utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision.

#### **G. Contractor's Pollution Liability (Construction Only)**

If SERVICES are for construction and involve environmental hazards, CONSULTANT must procure or maintain Contractor's Pollution Liability coverage with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

#### **H. Endorsements And Other Insurance Requirements**

1. Liability Additional Insured Status. Any liability policy must contain, or be endorsed to contain the DISTRICT, its Directors, officers, employees, and authorized volunteers and PARTICIPATING AGENCIES as additional insureds (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to this AGREEMENT and SERVICES, the CONSULTANT's insurance coverage shall be primary at least as broad as ISO CG 20 01 04



13 as respects to the DISTRICT, its Directors, officers, employees and authorized volunteers. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT (if agreed to in a written contract or agreement) before DISTRICT's own insurance or self-insurance shall be called upon. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

3. Retroactivity. The retroactive date (if any) of each policy is to be no later than the Effective Date of this AGREEMENT. CONSULTANT shall maintain such coverage continuously for a period of at least three years after the completion of the work under this AGREEMENT. CONSULTANT shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this AGREEMENT; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the Effective Date of this AGREEMENT.
4. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
5. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.
6. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by DISTRICT.
7. Subcontractors. CONSULTANT shall require and verify that all subcontractors maintain insurance as required herein, including that the DISTRICT, its Directors, officers, employees, and authorized volunteers and PARTICIPATING AGENCIES are endorsed as additional insureds to any liability coverage.
8. 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.
9. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by DISTRICT, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONSULTANT pursuant to this AGREEMENT, including but not limited to, the provisions concerning indemnification.
10. If at any time during the life of the AGREEMENT, any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, DISTRICT has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DISTRICT will be promptly reimbursed by CONSULTANT or DISTRICT will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, DISTRICT may cancel this AGREEMENT. DISTRICT may require the CONSULTANT to



provide complete copies of all insurance policies in effect for the duration of this AGREEMENT.

**V. INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold DISTRICT, its Directors, elected officials, officers, employees, authorized volunteers, agents, successors and assigns, and PARTICIPATING AGENCIES, free and harmless from 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 alleged acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents, in connection with the performance of the CONSULTANT's SERVICES or this AGREEMENT, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONSULTANT's SERVICES are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the sole negligence, recklessness, or willful misconduct of the CONSULTANT.

To the fullest extent permitted by law, CONSULTANT shall defend, with counsel approved by DISTRICT and at CONSULTANT's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the above subsection that may be brought or instituted against DISTRICT or its Directors, officials, officers, employees, authorized volunteers and agents. CONSULTANT shall pay and satisfy any judgment, award, or decree that may be rendered against DISTRICT or its Directors, elected officials, officers, employees, authorized volunteers, agents, and successors and assigns as part of any such claim, suit, action or other proceeding. CONSULTANT shall also reimburse DISTRICT for the cost of any settlement paid and all legal expenses and costs by DISTRICT or its Directors, elected officials, officers, employees, authorized volunteers, agents, and successors and assigns as part of any such claim, suit, action, or other proceeding. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by DISTRICT, or its Directors, elected officials, officers, employees, agents, successors and assigns.

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, elected officials, officers, employees, authorized volunteers, agents, successors and assigns, or PARTICIPATING AGENCIES.

**VI. DISPUTE RESOLUTION**

The PARTIES shall meet and confer together in good faith regarding any dispute, controversy or claim (each, a "Dispute") arising out of or relating to this AGREEMENT, or any breach or alleged breach hereof, prior to either party declaring a breach of the AGREEMENT. The meet and confer shall occur within ten (10) business days of any Dispute whereby the PARTIES agree to cooperate in good faith to resolve the Dispute, and may use a mutually agreeable third party to resolve such Dispute. In no event shall either party be delayed or impeded from exercising any of its rights at law or equity, including, without limitation, petitioning a court for provisional relief, including



injunctive relief, prior to invoking the meet and confer resolution process.

## **VII. 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" and incorporated by reference.

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, attached hereto as Exhibit "A" and incorporated by reference herein, current at the time of the action is grounds for termination of this AGREEMENT.

## **VIII. PERMITS, LICENSES, AND SAFETY**

CONSULTANT shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its SERVICES, all at the sole cost of CONSULTANT. None of the items referenced in this section shall be reimbursable to CONSULTANT under the AGREEMENT.

CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its SERVICES, the CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the SERVICES are to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

## **IX. 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 subcontractors 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. 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".



**A. Labor Certification**

If applicable, CONSULTANT will comply with the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects.

To the extent this AGREEMENT is subject to compliance monitoring and enforcement by the Department of Industrial Relations, it shall be CONSULTANT’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against CONSULTANT or any subcontractor that affect CONSULTANT’s performance of services, including any delay, shall be CONSULTANT’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONSULTANT caused delay and shall not be compensable by DISTRICT. CONSULTANT shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against CONSULTANT or any subcontractor.

CONSULTANT certifies that it 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 agrees to comply with such provisions before commencing the performance of the Services.

**X. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

The provisions of this Section X (Confidentiality And Restrictions On Disclosure) survive the termination or completion of this AGREEMENT.

**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 and final MATERIALS 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. CONSULTANT understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents, or subcontractors 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.

### **D. Ownership of Materials**

All MATERIALS, 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. CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. 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.

## **XI. 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.



CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, CONSULTANT shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

## **XV MISCELLANEOUS**

- A. Entire Agreement.** This AGREEMENT contains the entire AGREEMENT of the PARTIES with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This AGREEMENT may only be modified by a writing signed by both PARTIES.
- B. District's Right to Employ Other Consultants.** DISTRICT reserves right to employ other consultants.
- C. Applicable Law.** This AGREEMENT shall be governed by the laws of the State of California as effective and in force on the date of this AGREEMENT. Venue shall be in Orange County, California.
- D. Attorney's Fees.** The prevailing PARTY in any action to enforce any provision of this AGREEMENT shall be entitled to its reasonable attorney's fees and costs.
- E. Modifications.** No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this AGREEMENT which has been executed by the designated representative of each PARTY.
- F. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.
- G. Authority to Enter Agreement.** CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the AGREEMENT. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.
- H. Assignment or Delegation.** CONSULTANT may not assign or sub-contract its rights or obligations under this AGREEMENT without the written consent of DISTRICT.
- I. Severability.** It is intended that each paragraph of this AGREEMENT shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this AGREEMENT is unaffected.
- J. Counterparts.** This AGREEMENT may be signed in counterparts, each of which shall



constitute an original.

**K. Obligations Subject to Applicable Laws.** CONSULTANT hereby acknowledges and agrees that DISTRICT is a public agency which is subject to certain requirements and limitations. This AGREEMENT and the obligations of DISTRICT hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

**L. Documentation.** The PARTIES hereby acknowledge that they have reviewed the Exhibits attached to this AGREEMENT and made a part hereof and agree to be bound by the terms and conditions set forth in same.

IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT as of the date first set forth above.

**Municipal Water District of Orange County**

[INSERT CONSULTANT ENTITY NAME]\*

By: \_\_\_\_\_  
Harvey De La Torre General Manager

By : \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Municipal Water District of Orange County  
18700 Ward Street, Unit B  
Fountain Valley, CA 92708  
(714) 963-3058

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Phone: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

<b>Internal Use Only:</b>
Program No. _____
Line Item: _____
Funding Year: _____

*\*A corporation requires the signatures of two corporate officers (one signature shall be that of the Chairman of Board, the President, or any Vice President, and the second signature of the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer of such corporation.)*



**EXHIBIT “A”**

<b>ETHICS POLICY</b>	<b>§7100-§7110</b>
----------------------	--------------------

**§7100 PURPOSE**

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

**§7101 RESPONSIBILITIES OF BOARD MEMBERS**

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

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

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

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

---

Motion - 1/17/96;

**§7103 CONFLICT OF INTEREST**

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



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

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

#### **§7104 GIFTS**

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

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

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



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

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

---

Motion - 1/17/96;

**§7105 PERSONS OR COMPANIES REPORTING GIFTS**

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

---

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

**§7106 USE OF CONFIDENTIAL INFORMATION**

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

**§7107 POLITICAL ACTIVITIES**

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

---

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 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>
--

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 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **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: \_\_\_\_\_