Municipal Water District of Orange County
REQUEST FOR PROPOSALS (RFP)
for
Emergency Fuel Supply Delivery and Support Services
RFP No. WEROC 2026-001

RFP Release Date: July 9, 2026
Proposal Due Date: 5:00 PM PDT, August 14, 2026
(via e-mail to acrespi@mwdoc.com)
Electronic submittals only

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SECTION I: REQUEST FOR PROPOSALS INFORMATION

1 INTRODUCTION

The Municipal Water District of Orange County (MWDOC), on behalf of Water Emergency Response Organization of Orange County (WEROC) and participating member agencies, invites qualified companies to submit proposals to provide **delivery and purchase of unleaded gasoline and diesel fuel on an emergency as-needed basis**. This contract will support the operational and emergency response needs of water and wastewater agencies across Orange County. MWDOC is looking to enter into agreements with multiple qualified companies.

Thank you for your interest in supporting the regional fuel resilience and operational continuity of Orange County's water and wastewater agencies. We look forward to reviewing your proposal.

2 AGENCY BACKGROUND

MWDOC is an independent California special district formed in 1951 to provide regional wholesale water services, water reliability planning, and emergency preparedness coordination for Orange County. MWDOC imports water from the Metropolitan Water District of Southern California and serves 27 retail water agencies throughout a 600-square-mile service area, reaching approximately 3.2 million residents. Governance is provided by a publicly elected seven-member Board of Directors, each representing a geographic division within Orange County.

MWDOC administers the Water Emergency Response Organization of Orange County (WEROC), which provides emergency management support, planning, training, and operational coordination for 36 water and wastewater agencies. WEROC ensures operational readiness across the region and leads major initiatives, including the regional fuel planning project, to maintain lifeline operations during disasters.

The following water and wastewater agencies are supported by MWDOC and/or participate in WEROC coordination efforts:

City of Anaheim	City of San Clemente	Mesa Water District
City of Brea	City of Santa Ana	Midway City Sanitary District
City of Buena Park	City of Seal Beach	Moulton Niguel Water District
City of Fountain Valley	City of Tustin	Municipal Water District of OC
City of Fullerton	City of Westminster	Orange County Water District
City of Garden Grove	Costa Mesa Sanitary District	Orange County Sanitation District
City of Huntington Beach	El Toro Water District	Santa Margarita Water District
City of La Habra	Emerald Bay Service District	Serrano Water District
City of La Palma	East Orange County Water District	South Coast Water District
City of Laguna Beach	Golden State Water Company	South OC Wastewater Authority
City of Newport Beach	Irvine Ranch Water District	Trabuco Canyon Water District
City of Orange	Laguna Beach County Water District	Yorba Linda Water District

3 ESTIMATED RFP SCHEDULE

The following identifies and estimates the dates/timeframe for receipt, evaluation, and award:

Request for Proposal Posting Date:	Thursday, July 9, 2026
Deadline to Submit Questions:	Friday, July 24, 2026
Answers to Questions Posted:	Friday, July 31, 2026
Proposal Due Date:	Friday, August 14, 2026
Committee/Board Approval:	Tuesday, September 8, 2026 Wednesday, September 16, 2026
Contract Execution:	Thursday, September 17, 2026

4 AGREEMENT/CONTRACT

MWDOC intends to enter contract(s) with qualified companies to provide delivery and purchase of unleaded gasoline and diesel fuel on an as-needed basis to its participating member agencies during an emergency. The intent is for the contract(s) to allow participating member agencies to receive emergency fuel supplies through MWDOC/WEROC, which will coordinate and authorize all orders on behalf of requesting member agencies during emergencies. The initial term of the agreement is intended to be for a one-year period.

At the discretion of MWDOC, and with the concurrence of the selected company(s), the contract(s) may be extended for up to four (4) additional one-year terms.

Each renewal period will be contingent upon the following conditions:

- **Successful negotiation of terms**, including mutually acceptable pricing structure for the upcoming year.
- **A clearly defined pricing mechanism** that supports fair, transparent, and predictable costs throughout future contract years.
- **Annual budget authorization**, affirming available funding across MWDOC, WEROC, and any member agencies participating under the agreement.

This structure provides continuity for the regional fuel program while ensuring accountability, flexibility, and responsible stewardship of public resources.

A sample copy of the Agreement is included in Attachment II.

5 QUESTION SUBMITTAL

All questions regarding this RFP shall be submitted to Angela Crespi, Board Secretary at acrespi@mwdoc.com, no later than Friday, July 24, 2026, by 5:00 p.m. (Pacific Time). When applicable, inquiries should reference **RFP No. WEROC 2026-001 Emergency Fuel Supply Delivery and Support Services** for clarity.

This process ensures that all prospective proposers receive consistent, accurate, and timely information. MWDOC and WEROC are committed to supporting an open and transparent procurement process. Responses to written questions will be posted on the District's website at https://www.mwdoc.com/opportunities/rfps-rfqs/ in accordance with the established schedule so that all interested firms have equal access to the information necessary for preparing their proposals.

6 ADDENDUM

Any information, clarification, or additional instruction for this RFP that may arise will be formally documented in an addendum. Addenda to this RFP will be posted on the District website as indicated above. MWDOC and WEROC may issue addenda at any time prior to the deadline for proposal submission. Addenda may include, but are not limited to:

- Additions or deletions to the solicitation documents;
- Clarifications regarding existing requirements;
- Revisions to timelines or processes; and/or
- Supplemental information necessary for proposers to prepare a complete and informed response.

Proposers are responsible for monitoring the MWDOC website regularly for addenda. This process ensures that every potential contractor receives consistent, accurate, and timely information throughout the procurement process. Failure to review all issued amendments may result in a proposal being deemed non-responsive.

SECTION II: GENERAL INSTRUCTIONS TO PROPOSERS

1 RESERVATION OF RIGHTS

MWDOC and WEROC reserve broad discretion in the administration of this solicitation to ensure the best interests of the regional fuel program and participating member agencies are well served. Notwithstanding any other provision in this RFP, MWDOC reserves the right to:

1. Engage in pre-award discussions or negotiations with any or all responsive and responsible proposers.
2. Request additional information or clarification from a proposer as needed.
3. Accept or reject any proposal, or any portion thereof.
4. Make multiple awards, if such action is determined to best support regional needs.
5. Determine the scope of services to be included in any resulting contract.
6. Modify, amend, cancel, or reissue the solicitation at any time.

MWDOC may, at its sole discretion, waive minor irregularities or informalities in proposals. A waiver of one irregularity shall not constitute a waiver of any other irregularity or deviation. These rights ensure that MWDOC, WEROC, and their member agencies maintain the flexibility needed to secure the most advantageous solution for regional continuity and emergency preparedness.

2 AWARD SELECTION PROCESS

A proposal submitted in response to this RFP constitutes an offer to contract with MWDOC based on the Scope of Work and the terms and conditions outlined in this solicitation. The contract award will be made to the contractor(s) whose proposal is determined to be most advantageous to MWDOC, WEROC, and participating member agencies, following a comprehensive evaluation of all criteria identified in this RFP. Upon selection, proposers will be invited to execute a contract with MWDOC that is consistent with the terms of the RFP.

3 PROPOSAL SUBMITTAL AND DUE DATE

All proposals shall be submitted electronically to Angela Crespi, Board Secretary at acrespi@mwdoc.com with an email subject line reading: **Proposal – RFP No. WEROC 2026-001 Emergency Fuel Supply Delivery and Support Services**. All proposals must be received no later than 5:00 P.M. (PST) on Friday, August 14, 2026. Proposer should contact MWDOC to confirm receipt of the submission if a confirming email was not previously received. Proposers are advised to allow sufficient time to avoid last-minute issues. Late proposals will not be accepted. Timely submission is the sole responsibility of the proposer.

4 CANCELLATION OF SOLICITATION

MWDOC reserves the right to cancel this solicitation at any time when doing so is determined to be in the best interest of MWDOC, WEROC, or participating member agencies.

5 CONFIDENTIAL INFORMATION

Proposals submitted in response to this solicitation will remain confidential until a recommendation for contract award is announced. After that time, proposals are subject to disclosure in accordance with the CPRA.

If a proposer believes that specific portions of its proposal are exempt from public disclosure, those portions should be clearly and conspicuously marked “Confidential.”

MWDOC will make reasonable efforts to protect information properly identified as confidential; however, MWDOC cannot guarantee that such information will not be disclosed if required by law, including pursuant to a CPRA request, court order, or other legal obligation.

6 NON-DISCLOSURE

The selected Contractor(s) may be provided access to sensitive and confidential information maintained by MWDOC, WEROC, and participating member agencies, including but not limited to critical infrastructure locations, facilities, utility systems, emergency response capabilities, security measures, fuel resources, site access procedures, maps, plans, operational data, geographic information, and other information designated as confidential ("Confidential Information"). The selected contractor will be expected to maintain all Confidential Information in strict confidence as outlined in the sample agreement.

7 COMPLIANCE WITH LAWS

The contractor(s) shall comply with all requirements of state, federal, and local laws related to fuel products supplied under an agreement, including but not limited to California Proposition 65 (Health & Safety Code §25249.6). To ensure compliance with federal funding requirements and safeguard the integrity of the procurement process, at the time of proposal submission, MWDOC may verify that the proposer, its principals, and any named subcontractors are not debarred, suspended, or otherwise excluded from participation in federally funded programs. Proposer found to be debarred, suspended, or otherwise excluded from federal contracting will be deemed non-responsive and will not be considered for award.

8 DISQUALIFICATIONS OF PROPOSER(S)

MWDOC is committed to ensuring a fair and transparent procurement process. Proposals may be disqualified for reasons including, but not limited to, evidence of collusion, multiple submissions from the same entity, or other practices that compromise the integrity of the solicitation.

9 WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its proposal at any time before the specified due date and time by submitting a formal written request. Withdrawal requests may be submitted via email to acrespi@mwdoc.com and must be from the proposer or an authorized representative.

10 PREPARATION OF PROPOSAL

Proposers are responsible for preparing proposals that are complete, accurate, and fully responsive to the requirements of this solicitation as described in the RFP. Proposers are responsible for all costs incurred in preparing and submitting proposals.

11 FAMILIARIZATIONS OF SCOPE OF WORK

Before submitting a proposal, each proposer is expected to thoroughly familiarize themselves with the Scope of Work, applicable laws and regulations, and all conditions that may affect contract

performance. It is the proposer's responsibility to fully understand the requirements of the resulting contract and to assess any associated costs, challenges, or complexities.

Submission of a proposal will serve as the proposer's acknowledgment that they have conducted the necessary due diligence and are prepared to meet all contractual obligations. No additional compensation will be provided for difficulties encountered due to a lack of such familiarization, except as expressly provided in the executed agreement.

SECTION III: SCOPE OF SERVICES

1 PROJECT BACKGROUND

The region's water and wastewater agencies rely heavily on fuel to support operations, including backup power generation, fleet movement, emergency response, and personnel transportation. Past incidents have shown vulnerabilities in the fuel supply chain, necessitating a pre-contracted, scalable, and redundant fuel delivery system for emergency needs.

This procurement seeks vendors capable of supporting:

- Multiple agencies with diverse fuel needs.
- Emergency fuel delivery within compressed timelines.
- Ability to rapidly scale operations and resources to meet surge demands during emergency conditions.
- Mobile fueling for fleet and essential personnel.
- Regulatory-compliant fuel handling, storage, and delivery.
- Documentation, invoicing, and chain-of-custody controls.

2 ROLES, AUTHORITY, AND CONTRACT GOVERNANCE

Emergency activation and prioritization under this contract may occur pursuant to the California Emergency Services Act (Government Code § 8550 *et seq*.) and any applicable federal, state, or local emergency declarations, orders, or declarations issued by authorized governmental entities.

2.1 Contracting, Ordering & Program Administrative Authority

WEROC administers regional emergency preparedness and coordination efforts on behalf of MWDOC and participating member agencies. In this capacity, WEROC will facilitate contract implementation, regional coordination, situational awareness, resource prioritization, and communication between the Contractor and participating agencies, particularly during emergency events.

Participating member agencies are the end recipients of fuel deliveries and services provided under this agreement. All requests for fuel, deliveries, or related services shall be submitted through WEROC for coordination and authorization. ONLY a MWDOC representative can authorize delivery of goods and services, unless otherwise authorized by MWDOC in writing.

The Contractor shall invoice MWDOC for all authorized deliveries and services provided under the resulting agreement. MWDOC shall pay the Contractor in accordance with the terms of the resulting agreement and shall subsequently invoice the participating agency for the actual costs incurred on its behalf, including any approved additional services.

3 FUEL STORAGE INFRASTRUCTURE

Participating member agencies maintain fuel storage infrastructure across Orange County. Combined storage capacity across participating agencies is approximately 240,000 gallons of diesel, distributed across 38 tank locations, and 332,500 gallons of unleaded gasoline, distributed across 25 tank locations. The specific locations of fuel storage tanks are considered sensitive critical infrastructure information and are not disclosed in this publicly posted document. Instead, delivery location and tank specifications will be provided to the Contractor on a per-order basis at the time of each authorized request through WEROC.

Annual consumption data is not centrally maintained across all participating agencies and is not provided in this RFP. Routine consumption varies by agency based on fleet size, generator usage, and operational demands. Emergency consumption is event-driven and unpredictable. Proposers should price assuming variable, as-needed ordering with no guaranteed minimum or maximum volume.

4 DELIVERY REQUIREMENTS

Fuel delivery is essential to maintaining uninterrupted water and wastewater operations across the region. To support these lifeline functions, the Contractor shall provide reliable, timely, and safe emergency fuel delivery services that meet the needs of MWDOC, WEROC, and participating member agencies.

4.1 Availability and Delivery Timeframes

The selected Contractor(s) shall maintain 24-hour-a-day, seven-day-a-week delivery capability and a 24-hour customer support telephone number for order placement, status updates, and problem resolution. Standard customer service shall be provided during business hours, with uninterrupted access after-hours, on weekends, on holidays, and during emergency activations. Prompt and efficient service is essential; failure to meet these expectations may be considered a breach of contract.

4.2 Delivery Documentation, Receipt, and Certification

Delivery Ticket: For every delivery, the Contractor shall provide a metered delivery ticket (or approved electronic equivalent) indicating:

- Location, date and time of delivery
- Fuel type and grade
- Net gallons delivered, measured at sixty degrees Fahrenheit (60°F) unless otherwise specified by applicable standards
- Driver identification
- Pre-delivery and post-delivery tank readings as measured by gauge stick

Receipt and Verification: Fuel deliveries shall be received and verified by an authorized representative at the delivery location. The receiving representative shall verify the fuel type, quantity, and condition against the delivery ticket upon delivery.

Certification: The delivery ticket shall be signed and dated by both the Contractor's driver and the receiving agency representative at the time of delivery. A delivery ticket so signed shall constitute prima facie evidence of delivery.

Discrepancies: If the fuel type, quantity, or condition does not match the order or the delivery ticket, the receiving representative shall note the discrepancy on the delivery ticket prior to signing, accept or reject the affected delivery as appropriate, and notify the Contractor and WEROC within 24 hours or 1 business day. A signature on a ticket bearing a noted discrepancy certifies only the quantity and condition received and does not waive the ordering agency's rights with respect to the discrepancy.

Recordkeeping: The Contractor shall retain delivery documentation in accordance with the recordkeeping and reporting requirements of this contract.

4.3 Full Delivery Requirements

Fuel orders must be delivered in full unless a partial delivery is expressly approved by the ordering agency. Split loads (e.g., unleaded and diesel delivered on the same truck/trailer) must be accepted and fulfilled as part of the total gallons ordered.

4.4 Tank Measurement and Verification

Before offloading fuel, the delivery driver shall:

- Measure tank levels using a calibrated gauge stick or approved device,
- Confirm adequate capacity to receive the full shipment, and
- Record pre-delivery and post-delivery readings on the delivery ticket.

Each delivery truck must carry a calibrated gauge stick or compatible measurement tool.

5 GAS & DIESEL FUEL SPECIFICATIONS

The Contractor shall provide gasoline and diesel products that are fully compliant with all applicable federal, state, and local laws and regulations, as well as the technical standards required to support safe, reliable, and environmentally compliant operations across MWDOC, WEROC, and participating member agencies.

5.1 Product Quality and Condition

Only new, refinery-produced fuel will be accepted. No reclaimed, re-refined, or off-specification products are permitted. All fuels must have a minimum shelf life of one year and remain free from contamination, cloudiness, discoloration, or abnormal odor. Each gallon delivered must meet industry-standard purity and performance requirements and shall not contain foreign matters of any kind.

5.2 Testing Requirements

When testing is requested, the Contractor shall arrange for laboratory analysis to verify that the delivered fuel meets all applicable specifications, including:

- ASTM D975 (Diesel) or ASTM D4814 (gasoline) as applicable

- Applicable CARB fuel specification, including those for CARB diesel and California Reformulated Gasoline (CaRFG)
- EPA Fuel standards, including ultra-low-sulfur diesel (ULSD) requirements
- Any other federal, state, or local regulatory requirements applicable to the fuel delivered.

Testing may also include analysis for contamination, water content, microbial growth, additive content, trans-mixed or co-mingled fuels, and other physical or chemical properties affecting fuel quality and fitness for use.

The cost of routine testing requested by MWDOC, WEROC, or participating member agency shall be borne by the requesting party, except that if testing reveals fuel that does not meet applicable specifications, the contractor shall reimburse all testing costs, including any retesting required to confirm compliance for subsequent deliveries.

6 CONTRACTOR RESPONSIBILITIES

6.1 Permits, Licenses, and Compliance

The selected Contractor(s) shall maintain all required federal, state, and local permits, licenses, certifications, and approvals necessary to perform the services described in the Scope of Work. All associated fees are the responsibility of the Contractor and shall comply with all federal, state, and local laws and regulations as they relate to the provision of services under an agreement.

6.2 Environmental Protection and Liability

The Contractor is fully responsible for any damage, spills, environmental releases, or regulatory citations resulting from its operations.

Contractor shall, at its sole cost and expense, procure and maintain insurance coverage as outlined in the sample agreement provided.

6.3 Vehicle and Equipment Standards

The Contractor shall own and operate a sufficient fleet of fuel delivery trucks to meet the needs of participating agencies. All vehicles and associated equipment shall comply with all applicable federal, state, and local laws and regulations. Each delivery truck must:

- Be maintained in sound mechanical condition and present a professional appearance.
- Carry proper placards identifying fuel type.
- Be equipped with tight, non-leaking hoses, couplers, fittings, and all required safety equipment.
- Include onboard spill containment equipment, grounding cables, and spill kits.
- Be configured to safely access each delivery location and be compatible with applicable aboveground and/or underground storage tank systems.
- Be equipped with radio dispatch or mobile communication capability.
- Be capable of generating printed, metered delivery tickets.
- Meet all CARB Phase II Vapor Recovery Equipment Requirements (17 CCR § 94010–94017), with proof of compliance provided upon request.

Before dispatching trucks, the Contractor shall ensure each transport unit can safely accommodate the physical and operational constraints of the delivery site.

For deliveries to restricted or secured sites, site access permits or law enforcement-coordinated access authorizations may be required. WEROC will coordinate with the requesting member agency and relevant authorities to facilitate access authorization on the day of delivery. The Contractor shall not attempt to access any restricted delivery site without confirmed authorization and shall notify WEROC immediately if access is denied or delayed.

6.4 Reporting Requirements

Upon request, the Contractor shall provide account summaries, usage reports, or historical delivery data within 30 days. Reports shall be submitted in a clear, organized format that supports agency planning, auditing, and operational needs.

7 ORDERING PROCESS

The ordering process shall support the diverse operational needs of MWDOC, WEROC, and participating member agencies. Fuel orders may vary in timing, volume, and frequency based on system conditions, field activities, and emergency response requirements. The selected Contractor(s) shall support flexible, responsive ordering without imposing restrictions that limit operations.

7.1 Order Flexibility

The Contractor shall not require minimum order quantities, fixed delivery patterns, or usage commitments.

7.2 Delivery Timeframes

Fuel orders shall be delivered on the day specified in the delivery order during normal working hours, unless otherwise authorized by the receiving entity or directed under emergency or high-priority delivery conditions as defined in this agreement.

7.3 Standing Time

The Contractor is responsible for all time required to offload or transfer fuel at delivery locations. No standing time, offloading delays, or related service charges shall be assessed to MWDOC, WEROC, or participating member agencies.

8 EMERGENCY DELIVERIES / PRICING INTEGRITY

The Contractor shall comply with applicable price-gouging restrictions during declared emergencies, including, but not limited to, California Penal Code Section 396. The Contractor shall not charge prices or fees that exceed those permitted under applicable law during a declared state of emergency. No surcharges or extraordinary fees shall be imposed except as expressly permitted under this Agreement.

8.1 Emergency Delivery Conditions

If federal funds, including FEMA Public Assistance, are applied to any purchase under this Agreement, the Contractor(s) shall assist WEROC in complying with all applicable federal procurement, cost-eligibility, record-retention, and Buy America Requirements.

8.2 Pricing Integrity During Emergencies

If the Contractor is unable to supply fuel or related services during emergency conditions due to documented supply chain disruptions, the Contractor shall provide:

- Written documentation describing the nature of the disruption and copies of supplier invoices or comparable records substantiating the impact on availability.
- In the event the Contractor is unable to fulfill an authorized order in full due to insufficient fuel inventory or delivery capacity, the Contractor shall immediately notify WEROC of the shortfall, the estimated quantity available, and the anticipated timeline for full fulfillment. WEROC reserves the right to assign the order or remaining balance to another contracted supplier without penalty.

8.3 Rate Structure of Hired Fuel Tenders

The rates established in this contract represent the maximum allowable rates for hired fuel tenders and trailers and may not be exceeded without prior written approval from MWDOC or the designated agency representative. Hired equipment will be compensated according to the following structure, based on actual hours in service during a calendar day:

- **Reduced Rate** – For up to eight (8) hours in service
- **Standard Rate** – For more than eight (8) hours and up to sixteen (16) hours in service
- **Extended Rate** – For more than sixteen (16) hours in service; applicable only when the equipment is ordered as a 24-hour resource

No equipment shall be paid for more than 24 hours in a calendar day. Overlapping travel time or unrelated transit may not be billed. On mobilization and demobilization days, “hours in service” includes travel to and from the deployment site.

8.4 Wet and Dry Rates

Unless otherwise stated, all rates shall be wet rates, which include:

- Depreciation and indirect ownership costs;
- Major overhaul expenses;
- Labor and parts for routine maintenance and repair;
- Transportation and pilot vehicles;
- Operators and required personal protective equipment (PPE);
- Fuel, lubricants, and all supplies necessary for operation.

When equipment is hired dry, the contractor provides the equipment without fuel or operators. In these cases, the agency will supply operators and fuel as needed, while all remaining ownership and maintenance costs continue to be the responsibility of the Contractor.

9 SPILLAGE REQUIREMENT

The Contractor shall conduct all fuel delivery operations in a manner that prevents spills, leaks, and releases, and shall comply with all applicable federal, state, and local laws and regulations governing

fuel handling, spill prevention, environmental protection, and occupational safety. The Contractor shall bear full responsibility for response, containment, cleanup, disposal, and site restoration in the event of any release. All obligations under this Section shall be performed at no additional cost to MWDOC, WEROC, or any member agency.

9.1 Zero-Leakage Standard

The Contractor shall adhere to a zero-leakage standard for all fuel delivery operations, including hose connections, fuel transfers, hose disconnections, and equipment staging.

9.2 Training, Equipment, and Compliance

The Contractor shall ensure that:

- Delivery personnel are properly trained in spill prevention, environmental protection, and safe fuel-handling procedures, and documentation of such training is available upon request.
- All tools, hoses, valves, fittings, pumps, and transfer systems are maintained in good working conditions and meet all applicable federal, state, and local regulatory requirements.
- Fuel transfer operations comply with applicable ASTM standards, U.S. Department of Transportation (DOT) regulations, CARB requirements, and all applicable environmental, health, safety, and fire code provisions.

9.3 Immediate Response and Notification

In the event of any spill, leak, or release, the Contractor shall:

- Immediately stop the source of the release and take all necessary actions to contain it using appropriate spill-control equipment;
- Notify the receiving agency's on-site representative as soon as possible in compliance with California and federal regulations for spills.
- Provide all notifications required under federal and California law, including but not limited to the appropriate Certified Unified Program Agency (CUPA), the California Office of Emergency Services (Cal OES), the Department of Toxic Substances Control (DTSC), the National Response Center, where applicable, and any other agency with jurisdiction.

9.4 Cleanup, Disposal, and Site Restoration

Following containment, the Contractor shall promptly clean and remove all fuel and contaminated materials, dispose of such materials as hazardous waste in accordance with applicable laws, and restore the affected site to its pre-incident condition to the satisfaction of the receiving agency. All cleanup, disposal, and restoration activities shall be performed in accordance with all applicable federal, state, and local laws, regulations, and standards.

9.5 Reporting and Documentation

The Contractor shall provide MWDOC and WEROC with a written incident report for any spill, leak, or release requiring notification under applicable law. The report shall be submitted within ten (10) business days of the incident and shall describe the cause, response actions taken,

quantities released and recovered, agencies notified, hazardous waste manifests, and corrective measures implemented to prevent recurrence.

9.6 Cost Recovery for Contractor Non-Performance

If the Contractor fails to perform a timely response, containment, cleanup, disposal, or site restoration, MWDOC, WEROC, or the affected member agency may perform or contract for such work, and the Contractor shall reimburse all reasonable costs incurred, including administrative and oversight costs.

10 AGENCY RESPONSIBILITIES (MWDOC, WEROC, AND MEMBER AGENCIES)

To support efficient and timely fuel delivery operations, MWDOC/WEROC shall provide the Contractor with site-specific information, access coordination, and logistical support necessary to facilitate safe and accurate fuel deliveries. Authority and governance roles are defined in Section III, Subsection 2.

10.1 Operational Information and Site Details

WEROC shall provide the Contractor with log or equivalent documentation containing, at a minimum:

- Requesting Agency name
- Delivery site address and facility type
- Primary and Secondary authorized site contact names and phone numbers
- Number of fuel tanks at each location
- Tank capacities, sizes, and units of measure
- Fuel type(s) stored at each site
- Delivery location details relevant to access and offloading
- Historical delivery dates, quantities, and post-delivery tank levels, if available

This information is intended to support delivery planning, confirm site compatibility, and reduce the risk of delivery delays or errors.

10.2 Delivery Coordination

Delivery scheduling and any known physical or logistical site constraints shall be communicated to the Contractor by WEROC, or by the participating member agency upon coordination through WEROC, including but not limited to:

- Secured or remote locations
- Limited access areas or restricted entry points
- Absence of loading docks or designated delivery zones
- Narrow, steep, or unpaved access roads
- Confined maneuvering areas for trucks or trailers

Timely communication of these conditions helps ensure that delivery vehicles and personnel are appropriately equipped and prepared to access each site safely and efficiently.

10.3 Security and Access Requirements

For facilities subject to enhanced security measures or special access protocols, participating agencies shall coordinate with the Contractor through WEROC to:

- Facilitate security screening or clearance procedures for delivery personnel
- Provide necessary access credentials, keys, codes, or escort arrangements
- Communicate site-specific safety, security, or operational requirements in advance of delivery

These coordination efforts are intended to support safe, secure, and compliant fuel delivery operations across all participating locations without altering the authority or responsibilities defined elsewhere in this agreement.

SECTION IV: PROPOSAL REQUIREMENTS

1 OVERVIEW

To support a consistent and thorough evaluation process, all proposals must be organized in the format outlined below. Proposers are expected to provide complete, detailed responses to each requirement. Any supplemental materials should be clearly marked and included as attachments.

2 PROPOSAL SUBMISSION REQUIREMENTS

Proposers shall submit a written proposal that clearly demonstrates their qualifications, experience, and understanding of the services requested. Proposals shall contain all information necessary for MWDOC to evaluate the Proposer's ability to successfully perform the work described in this RFP.

Each proposal shall include the following five (5) items in the order presented:

2.1 Letter of Transmittal

The Letter of Transmittal shall be submitted on the Proposer's official letterhead and shall include, at a minimum:

- ✓ Company Information: The proposer's company name, address, and telephone number, as well as the primary contact person's title, telephone number, and email address.
- ✓ Understanding and Commitment: A statement acknowledging the emergency nature of the services requested and the Proposer's commitment to meet the response requirements, service standards, and contract requirements set forth in this RFP.
- ✓ Proposal Validity: A statement confirming that the proposal shall remain valid for the period specified in this RFP.
- ✓ Authorized Signature: Signature of an individual authorized to legally bind the Proposer, including printed name, title, and date.

2.2 Statement of Qualifications and Experience

Provide sufficient information to demonstrate the Proposer's qualifications, experience, resources, and capability to perform the services described in this RFP. Relevant information may include but is not limited to:

- ✓ Company Overview: Company background, ownership structure, years in business, office locations, number of employees, and core services.
- ✓ Qualifications and Capabilities: Description of relevant qualifications, operational capabilities, resources, partnerships, and strengths applicable to the services requested.
- ✓ Organizational Structure: Organization chart identifying personnel assigned to support the contract, including management, dispatch, customer service, and billing contacts.
- ✓ Key Personnel: Professional summaries describing the experience, qualifications, and responsibilities of key personnel assigned to the contract.

- ✓ Subcontractors: Identification of any proposed subcontractors, including their roles, qualifications, and prior working relationships with the Proposer.
- ✓ Relevant Experience: Description of similar contracts or projects completed within the past five (5) years, including experience supporting public agencies, utilities, emergency response operations, or other comparable clients.

2.3 Method of Approach

Provide a clear and concise description of how the services identified in this RFP will be delivered. At a minimum, address the following:

- ✓ Compliance with Scope of Services: Confirmation that the Proposer can meet the requirements set forth in Section III, and identification of any exceptions.
- ✓ Emergency Response Capability: Description of dispatch procedures, response capabilities, staffing resources, and surge capacity available to support emergency requests.
- ✓ Licensing and Certifications: Confirmation of all required federal, state, and local licenses, permits, and certifications necessary to perform the services described in this RFP.
- ✓ Ordering and Communication Procedures: Description of ordering, dispatch, communication, notification, and emergency activation procedures.

2.4 References

Provide at least three (3) references for contracts of similar scope and complexity. For each reference, include:

- ✓ Organization name
- ✓ Contact name and title
- ✓ Telephone number
- ✓ Email address
- ✓ Brief description of services provided

2.5 Pricing Proposal

Provide pricing information in the format specified in Attachment I: Pricing.

SECTION V: EVALUATION OF PROPOSALS AND NEGOTIATIONS

All proposals will be reviewed by an Evaluation Committee comprised of MWDOC/ WEROC staff and may include representatives from participating member agencies. Proposals will be reviewed for responsiveness and compliance with the requirements of this RFP.

EVALUATION CRITERIA

Responsive proposals will be evaluated on a pass/fail basis based on the following factors:

- Qualifications and experience demonstrating the ability to perform the requested services;
- Demonstrated emergency response capability, including response times, surge capacity, staffing resources, and geographic service coverage;
- Compliance with all applicable licensing, permitting, certification, and regulatory requirements; and
- Acceptance of, or proposed modifications to, the contract terms and conditions.

MWDOC may request additional information or seek clarification from any Contractor as part of the evaluation process. Upon completion of the evaluation process, MWDOC may recommend one or more Contractors for contract award.

NEGOTIATIONS

MWDOC may conduct exclusive or concurrent negotiations with one or more Contractors for the purpose of refining scope, pricing, service levels, or contract terms. Participation in negotiations does not constitute a contract award. MWDOC reserves the right to discontinue negotiations with any Contractor and commence negotiations with another Contractor if determined to be in the best interests of MWDOC, WEROC, and participating member agencies.

CONTRACT AWARD AND EXECUTION

Upon completion of the evaluation process, the final award will be determined by the MWDOC Board of Directors. Following the award, Contractor (s) will be provided with an agreement as provided in Attachment II for final signature and execution. Certificates of insurance and endorsements demonstrating compliance with the insurance requirements must be provided with the signed agreement. Failure to provide the required documents may be deemed a withdrawal of the proposal and may result in rescission of the award recommendation.

ATTACHMENT 1: PRICING

The pricing information provided will be used to evaluate the fairness, reasonableness, and overall value of the proposal. All proposed costs must align with the services described in your proposal and the requirements of this RFP. Pricing shall be comprehensive and include all costs associated with delivering the requested services.

1.1 Proposed Costs

Provide a detailed cost sheet outlining:

- All proposed rates and fees
- All costs must be fully inclusive, including fuel surcharges, environmental fees, administrative expenses, and any other incidental charges. MWDOC and WEROC will not reimburse costs that are not explicitly included in the proposal.
- Any fee outside of the scope of the contract must receive prior written approval before work is performed.

Submit your completed Pricing Page as a separate document within your electronic proposal submission.

1.2 Fuel Pricing Structure

Fuel Price

- Fuel price shall be based on the 10:00 AM Los Angeles OPIS Gross Terminal Unbranded Daily Average with CAR, in effect at the time of order.
- This price fluctuates with market conditions.
- Only the actual amount of fuel delivered (net gallons) is billable.
- Fuel prices inserted into RFP's pricing table will be used for bid evaluation purposes only.

Transportation Costs

- Provide a fixed per-gallon transportation cost based on delivery quantities.
- Transportation pricing may be adjusted quarterly in accordance with contract terms.

Markup Costs

- Identify a fixed per-gallon markup that applies to all quantities ordered.
- This markup is fixed for the duration of the agreement and not subject to adjustment.

Government Fees and Sales Tax

- State-mandated fees and applicable taxes will be added to each invoice as required.

No Additional Charges Allowed
The Contractor may not assess added costs for:

- Rejected loads due to fuel quality or incorrect product
- Minimum order quantities
- Returned fuel due to tank capacity limits

- Environmental or hazardous materials fees
- Any other unapproved charges

1.3 Fuel Tender / Mobile Fuel Truck Rental (if Requested During Extended Emergencies)

Rates for hired fuel tenders and trailers are capped at the contract rates; exceeding them requires MWDOC's prior written approval. See Section III 8.3 Rate of Hired Fuel Tenders of this RFP for rate definition.

FUEL TENDER			
Tank Volume (gallons)	**Reduced Rate**	**Standard Rate**	**Extended Rate**
2,500+			
1,500 – 2,499			
1,000 – 1,499			
90 – 999			

FUEL TRAILER			
Tank Volume (gallons)	**Reduced Rate**	**Standard Rate**	**Extended Rate**
2,500+			
1,500 – 2,499			
< 1,000			

Please Note: *MWDOC does not issue payment for services prior to their delivery. Proposals that include advance payments, deposits, or any form of prepayment will not be considered.*

1.4 Government / Cooperative Contract Pricing

Indicate whether the pricing in your proposal is based on an existing government or cooperative contract. If yes, please identify the agency and contract upon which your pricing is based.

1.5 Invoicing

One delivery shall correspond to one invoice. MWDOC is exempt from Federal Excise Tax on fuel; invoices must reflect this exemption.

ATTACHMENT II: SAMPLE AGREEMENT

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY AGREEMENT FOR EMERGENCY FUEL SUPPLY SERVICES

THIS AGREEMENT FOR EMERGENCY FUEL SUPPLY SERVICES ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("DISTRICT") and, _____ ("CONTRACTOR"). Herein, DISTRICT and CONTRACTOR may be referred to collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, DISTRICT issued a Request for Proposals for Emergency Fuel Supply Delivery and Support Services ("RFP"); and

DISTRICT desires to enter into an agreement for the purchase and delivery of fuel, including unleaded and diesel fuel, for use during an emergency as further described in RFP No. WEROC 2026-001, hereinafter referred to as "Project"; and

WHEREAS, CONTRACTOR submitted to DISTRICT the attached proposal dated _____ ("Proposal"). The RFP and Proposal are attached as Exhibit "A" to this Agreement and are incorporated herein by this reference; and

WHEREAS, DISTRICT and CONTRACTOR desire to enter into this Agreement to facilitate the purchase and delivery of unleaded and diesel fuel on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

AGREEMENT

DISTRICT and CONTRACTOR mutually agree as follows:

SECTION ONE

1.1 Scope of Agreement. In compliance with all terms and conditions of this Agreement, DISTRICT shall procure unleaded and diesel fuel, as needed from CONTRACTOR as more fully detailed in Exhibit "A" and any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in Exhibit "A", and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then Exhibit "A" shall govern, in that order.

1.2 Term. This Agreement shall commence on the Effective Date and continue in full force and effect for one (1) year, unless earlier terminated in accordance with Section 3.8 of this Agreement. The Agreement may be renewed on the same terms and conditions for up to four (4) additional one-year terms upon mutual written agreement between DISTRICT and CONTRACTOR.

1.3 Compensation and Payment. For the Goods or Services rendered pursuant to this Agreement,

CONTRACTOR shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "B," attached hereto.

1.4 Contractor's Principal / Representative. The following principal of CONTRACTOR is hereby designated as being the principal and representative of CONTRACTOR authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith: (Names), (Title). The foregoing principal shall be responsible during the term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the work hereunder. The foregoing principal may not be changed by CONTRACTOR without the express written approval of DISTRICT.

1.5 Contract Administrator. The Contract Administrator for the DISTRICT shall be the Director of Emergency Management, unless otherwise designated in writing by DISTRICT. It shall be CONTRACTOR's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and CONTRACTOR shall refer any decisions that must be made by DISTRICT to the Contract Administrator. Unless otherwise specified herein, any approval of DISTRICT required hereunder shall mean the approval of the Contract Administrator.

1.6 Notices. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally, by electronic mail, or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Municipal Water District of Orange County
Attn: Harvey De La Torre, General Manager
18700 Ward Street, Unit B
Fountain Valley, CA 92707
hdelatorre@mwdoc.com

Cc: Vicki Osborne, Director of Emergency Management (Contract Administrator)
vosborn@mwdoc.com

To CONTRACTOR:

[Name]
Attention:
[Address]

SECTION TWO

2.1 Orders. The CONTRACTOR shall receive written or verbal requests for Goods or Services on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing listed herein. The CONTRACTOR shall be responsible for confirming specifications, quantities, and pricing with the Contract Administrator prior to order entry/delivery.

Orders may be placed at any time during the term of the Agreement even if delivery may not be made until after the expiration of the Agreement. Order dates take precedence over delivery dates. The CONTRACTOR must clearly identify the order date on all invoices to DISTRICT.

2.2 Substitutions. The CONTRACTOR is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior DISTRICT written approval.

2.3 Delivery. Time of delivery of Goods or Services is of the essence in this Agreement. DISTRICT reserves the right to refuse any Goods or Services and to cancel all or any part of the Goods or Services not conforming to the fuel delivery requirements, as set forth in Exhibit "A".

2.4 Freight (F.O.B. Destination). CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods and Services deemed necessary under this Agreement.

2.5 Taxes. DISTRICT is subject to applicable sales and use tax. State-mandated fees and applicable taxes will be added to each invoice as required.

2.6 Acceptance. Unless otherwise agreed to in writing by DISTRICT: 1) acceptance shall not be deemed complete unless in writing and until all the Goods or Services have actually been received, inspected, and tested to the satisfaction of DISTRICT, and 2) payment shall be made in arrears after satisfactory acceptance.

2.7 Payment. DISTRICT shall review and approve all invoices prior to payment. CONTRACTOR 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 CONTRACTOR setting forth the reason(s) the invoice was not approved. CONTRACTOR 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.

2.8 Billing Records. CONTRACTOR 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.

2.9 Usage. No guarantee is given by DISTRICT to CONTRACTOR regarding usage of this Agreement. Usage figures, if provided, are approximate. The CONTRACTOR agrees to supply the Goods or Services requested, as needed by DISTRICT, at prices listed in Exhibit “B”, attached hereto, regardless of quantity requested.

CONTRACTOR acknowledges that this Agreement is subject to and contingent upon funds being appropriated therefore by the DISTRICT Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, or are otherwise limited, DISTRICT may immediately terminate or modify this Agreement without penalty.

2.10 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The pricing set forth in the Exhibit “B” shall apply to serving DISTRICT’s needs regardless of the circumstances. If CONTRACTOR is unable to supply the Goods or Services under the terms of the Contract, then upon request from DISTRICT, CONTRACTOR shall provide proof of such disruption and a copy of the invoice for the Goods or Services from CONTRACTOR’s supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.

2.11 Reports/Meetings. As required by the Contract Administrator, the CONTRACTOR shall develop reports and any other relevant documents necessary to complete the requirements set forth in this Agreement. The DISTRICT’s Contract Administrator and CONTRACTOR’s Representative will meet on reasonable notice to discuss CONTRACTOR’s performance and progress under this Agreement. If requested, CONTRACTOR’s Representative and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by DISTRICT for the purpose of monitoring progress under this Agreement.

The CONTRACTOR shall submit usage reports on an annual basis to and in a format specified by the Contract Administrator 90 days prior to the expiration date of the Agreement term or subsequent renewal term, if requested.

2.12 Records. CONTRACTOR shall keep such books and records as shall be necessary to properly provide the Goods or Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such requirements. The Contract Administrator shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

2.13 Performance. CONTRACTOR shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of DISTRICT. CONTRACTOR shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation and other Goods or Services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

CONTRACTOR shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by DISTRICT, except such loss or damages as may be caused by DISTRICT's own negligence.

2.14 Time for Completion. All Goods or Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "A". The extension of any time period specified must be approved in writing by the Contract Administrator.

2.15 CONTRACTOR Personnel. If providing services, the CONTRACTOR warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services.

If required in Exhibit "A", all CONTRACTOR's employees shall wear uniforms, badges, or other means of identification at all times. If requested, the Contract Administrator must be notified of the means of identification to be worn by employees prior to beginning work and notified seven days prior to any changes in identification.

2.16 Labor Certification. If applicable, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's performance of Services, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by DISTRICT. CONTRACTOR 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 CONTRACTOR or any subcontractor.

CONTRACTOR 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.

2.17 Financial Disclosure and Conflicts of Interest. Although CONTRACTOR is retained as an independent contractor, CONTRACTOR may still be required, under the California Political Reform Act and DISTRICT's Administrative Code, to file annual disclosure reports. CONTRACTOR agrees to file such financial disclosure reports if required upon request by DISTRICT.

2.18 Confidentiality. Information obtained by CONTRACTOR in the performance of this Agreement shall be treated as strictly confidential and shall not be used by CONTRACTOR for any purpose other than the performance of this Agreement without the written consent of DISTRICT.

2.19 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.

CONTRACTOR 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, CONTRACTOR shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

2.20 Licenses, Permits, Safety, and Hazardous Substances. CONTRACTOR 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 CONTRACTOR. None of the items referenced in this section shall be reimbursable to CONTRACTOR under the AGREEMENT.

CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR 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.
CONTRACTOR shall be solely responsible, at its own cost, for preventing, responding to, containing, reporting, cleaning up, disposing of, and remediating any spill, leak, discharge, release, or threatened release of fuel, petroleum products, diesel exhaust fluid, hazardous substances, hazardous materials, hazardous waste, or other regulated materials arising out of or related to CONTRACTOR's performance of the Agreement, including any resulting regulatory citations, notices of violation, fines, penalties, assessments, enforcement actions, or corrective action requirements. CONTRACTOR shall make all notifications required by applicable federal, state, or local law and shall provide DISTRICT with a written incident report upon request. Contractor's obligations under this Section shall survive expiration or termination of the Agreement and are in addition to, and not in limitation of, CONTRACTOR's indemnity obligations under Section 2.26.

2.21 Sub-Contracting. The CONTRACTOR shall not contract with any other entity to provide in whole or in part the Goods or Services required hereunder without the express written approval of DISTRICT. If CONTRACTOR is authorized to subcontract any part of the work specified herein, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the provision of Goods or Services will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and DISTRICT. CONTRACTOR shall ensure that all subcontractors s maintain insurance in accordance with the requirements set forth herein prior to commencement of work by each subcontractor.

2.22 Withholding Payment for Non-Authorized Subcontracts. DISTRICT shall have the right to withhold payment from CONTRACTOR for work performed by any subcontractor or subconsultant providing Goods or Services but not authorized in writing, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

2.23 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of DISTRICT. . In the event of any such unapproved transfer, including any bankruptcy proceeding, CONTRACTOR shall be considered in breach of this Agreement and DISTRICT may, in its discretion, determine the Agreement to be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR from any liability hereunder without the express written consent of DISTRICT.

2.24 Proof of Insurance. The CONTRACTOR must furnish DISTRICT with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as required. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

2.25 Warranty. CONTRACTOR expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

2.26 Indemnification. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold DISTRICT, its Directors, elected officials, officers, employees, authorized volunteers, agents, successors and assigns, 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 CONTRACTOR's performance of the 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.

To the fullest extent permitted by law, CONTRACTOR shall defend, with counsel approved by DISTRICT and at CONTRACTOR'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, and Participating Agencies. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR'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.

CONTRACTOR'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.

2.27 Independent CONTRACTOR. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR is not eligible to receive overtime, vacation, or sick pay. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall have the sole and absolute discretion in determining the methods, details, and means of performing the Services required by DISTRICT. CONTRACTOR 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.

CONTRACTOR represents and warrants that in the process of hiring its employees for the performance of Services, CONTRACTOR 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. CONTRACTOR acknowledges and will abide by the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code, attached hereto as Exhibit "D" and incorporated herein by reference.

SECTION THREE

3.1 Governing Law and Venue. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

3.2 Compliance with Laws. CONTRACTOR represents and warrants that all Goods or Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of DISTRICT and any federal, state or local governmental agency of competent jurisdiction.

3.3 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

3.4 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

3.5 Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

3.6 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on DISTRICT unless authorized in writing.

3.7 Entire Contract. This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

3.8 Termination. DISTRICT reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

3.9 Disputes – Contract. The Parties shall deal in good faith and attempt to resolve potential disputes informally. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to diligently proceed with the performance of this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to diligently proceed shall be considered a material breach of this Agreement.

3.10 Breach of Contract. The failure of CONTRACTOR to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event DISTRICT may, and in addition to any other remedies available at law, in equity, or otherwise specified

in this Agreement:

- Afford CONTRACTOR written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the contactor for and during the period in which CONTRACTOR is in breach; and
- Withhold any payments to the CONTRACTOR for the purpose of set-off or partial payment of the amounts owed to DISTRICT.

3.11 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of DISTRICT shall be deemed to waive or render unnecessary DISTRICT's consent to or approval of any subsequent act of CONTRACTOR. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

3.12 Remedies Not Exclusive. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

3.13 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

3.14 Non-Liability of DISTRICT Officers and Employees. No officer or employee of DISTRICT shall be personally liable to the CONTRACTOR, or any successor-in-interest, in the event of any default or breach by DISTRICT or for any amount which may become due to the CONTRACTOR or its successor, or for breach of any obligation of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the date first written above.

Municipal Water District of Orange County	[INSERT CONSULTANT ENTITY NAME]*
By:_____	By : _____
Harvey De La Torre General Manager	Name:_____
Dated:_____	Title: _____
Municipal Water District of Orange County	Dated:_____
18700 Ward Street, Unit B	Phone:_____
Fountain Valley, CA 92708	Tax ID#: _____
(714) 963-3058	

**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"

STATEMENT OF GOOD OR SERVICES TO BE PROVIDED

EXHIBIT "B"

Pricing

All pricing shall be firm, and include all insurance, warranty, and transportation costs, unless otherwise specified herein. The CONTRACTOR certifies that the pricing offered is no higher than the lowest price CONTRACTOR charges other agencies for similar quantities under similar conditions. The CONTRACTOR further agrees that any reductions in the price of the Goods or Services described in Exhibit "A" will apply to any undelivered balance. The CONTRACTOR shall promptly notify DISTRICT of such price reductions.

Price escalation will only be granted during the 90 day period prior to each annual anniversary of the contract effective date. The CONTRACTOR may submit a written request that DISTRICT increase the prices for an amount for no more than the twelve-month change in the Price Index for Government Purchased Goods, Excluding Foods, Energy, and Capital Equipment, as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov).

Approval for contract price escalation shall only be granted based on the Producer Price Index (PPI) and/or historic price/cost data supplied by CONTRACTOR that clearly and convincingly is verifiable and shows a cost that reflects the same gross profit percent as the base pricing. The CONTRACTOR's profit margin shall not be increased during the term of this agreement nor during the term of any renewals or extensions granted. The DISTRICT shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph. No fuel surcharges will be accepted. No price increases will be accepted without proper request by CONTRACTOR and response by the DISTRICT.

EXHIBIT "C"

Insurance Requirements

CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees, or subcontractors, as specified below. In addition, CONTRACTOR 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.

CONTRACTOR shall obtain coverage at least as broad as provided below; provided however, if CONTRACTOR 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 CONTRACTOR in excess of the specified minimum limits of insurance:

A. Commercial General Liability (CGL)

CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. This provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.

D. Contractor's Pollution Liability

If Services involve environmental hazards, CONTRACTOR 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.

E. 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 CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR shall maintain such coverage continuously for a period of at least three years after the completion of the work under this AGREEMENT. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR or DISTRICT will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, DISTRICT may cancel this AGREEMENT. DISTRICT may require the CONTRACTOR to provide complete copies of all insurance policies in effect for the duration of this AGREEMENT.