REQUEST FOR PROPOSALS FOR GIS CAPACITY BUILDING AND TECHNICAL ADVISORY SERVICES
Marina Coast Water District

Item	Details
RFP number	MCWD-GISCBTA-2026
Issue date	11/18/2026
Questions due	11/30/2026
Deadline for District Response to questions	12/4/2026
Proposals due	12/18/2026 @ 5 pm Pacific Time
Expected start date	TBD
Contract term	One year with two optional one-year renewals
District contact	Teo Espero, IT Administrator TEspero@mcwd.org
Submission format	PDF
Submission Method	Email, to District contact with subject line "PROPOSAL: MCWD-GISCBTA-2026"

1. PURPOSE

Marina Coast Water District is seeking a GIS consultant to build the District's ability to plan, manage, maintain, and improve its GIS program. The consultant will assist the IT Administrator and GIS Technician in creating a District GIS Strategy, setting priorities, and carrying out GIS work through technical advice, hands-on support, mentoring, and review.

District staff will take an active role in developing the strategy and performing the work. The consultant will help staff evaluate options, solve problems, document decisions, and establish repeatable practices. The goal is to give the District the knowledge, procedures, and clear responsibilities needed to sustain its GIS program.

The District plans to follow a three-year work program. The initial contract will cover one year. Years two and three will proceed only if the District approves a renewal and funding.

2. BACKGROUND

The District uses GIS for water, wastewater, recycled water, asset management, field operations, engineering, and planning. Its tools include ArcGIS Enterprise, ArcGIS Online, ArcGIS Pro, Cityworks, and POSM sewer inspection software.

The IT Administrator supports GIS infrastructure and system administration. The GIS Technician supports GIS data, maps, applications, and field workflows. Both staff members need practical guidance that fits their responsibilities and available time.

Current priorities include planning the GIS program, preparing GIS services and data for Cityworks Unity, reviewing ArcGIS Enterprise upgrade needs, improving data quality, and making GIS work easier to maintain. The consultant will confirm the starting conditions with staff rather than assume that every system needs to be rebuilt.

3. HOW THE CONSULTANT WILL WORK WITH STAFF

The consultant will build staff capability through actual District work. Working sessions will help staff plan tasks, evaluate options, make changes, check results, and document the process. When specialized work requires the consultant to take the lead, staff must be involved and receive a walkthrough afterward.

- Agree on practical capacity-building goals and responsibilities for both staff members at the start of the contract.
- Use remote working sessions unless the District approves an on-site visit.
- Explain technical choices in plain language and discuss cost and maintenance needs.
- Provide short checklists, configuration notes, and instructions as work is completed.
- Have staff repeat selected tasks with less help to confirm they understand the process.
- Keep meetings focused and combine related reports to preserve time for hands-on work and staff support.

3.1 IT Administrator

Build on the IT Administrator's existing systems administration and networking experience to strengthen their ability to manage ArcGIS Enterprise infrastructure. Focus on ArcGIS Enterprise components, service accounts, authentication, certificates, backups, recovery, monitoring, patching, upgrades, compatibility checks, and troubleshooting.

For Cityworks and Unity, help the IT Administrator manage District-controlled infrastructure, system access, integrations, and recovery procedures. Explain vendor-managed components and help staff coordinate support requests and system changes. Document responsibilities between the District and vendors.

3.2 GIS Technician

Build the GIS Technician's ability to manage GIS data, maps, and services and create web-based tools that District staff will use. Focus on data quality, asset records, editing practices, service publishing, web maps, dashboards, forms, applications, sharing, and permissions.

For Cityworks and Unity, help the GIS Technician maintain asset connections, asset IDs, maps, services, and related configurations. Work with Operations and Engineering to improve work order and inspection workflows, mobile tools, and reporting.

Help the GIS Technician gather department needs, test tools with users, encourage adoption, and maintain the results. Include user demonstrations, clear instructions, and follow-up to improve daily use.

3.3 Working Together

Establish clear responsibilities for infrastructure, GIS content, application configuration, CMMS support, and vendor coordination. Use approved District tasks to build staff capability and document procedures staff can repeat. These goals will guide the three-year program; the approved annual work plan will determine which areas are addressed each year.

4. SCOPE AND FIRST YEAR PRIORITIES

The first year will focus on assisting staff with the GIS Strategy, phased work and budget planning, migration readiness, and one selected workflow pilot. Other services in this section describe work that may be assigned over the three-year program. Not all listed services are required in the first year. The District will approve specific tasks, hours, deliverables, and schedules in writing before work begins. Proposers must distinguish their proposed first-year work from later or optional tasks and include all meetings, preparation, documentation, coordination, and expenses in their estimates.

4.1 Starting assessment and capacity building plan

Review existing documentation, setups and workflows with the IT Administrator and GIS Technician. Identify system and data issues, staff responsibilities, gaps in procedures, and areas where outside guidance is needed. Use existing inventories when available; a full data audit is outside this phase.

Deliver a short assessment, a capacity-building work plan for both staff members, and a list of agreed first-year tasks with estimated hours and completion dates.

4.2 GIS strategy and three-year work plan

Assist the IT Administrator and GIS Technician in creating the District's GIS Strategy and a practical three-year work plan. Help staff gather department needs, assess current systems and workflows, define the District's GIS goals, and choose priorities. The strategy should reflect District decisions and staff input. Identify what to do first, who will do it, what depends on other work, and where outside help may be needed. Include staff time needs and a small number of focused department discussions as agreed with the District.

Deliver a District-developed GIS Strategy and three-year work plan prepared with consultant assistance. Cover goals, priorities, responsibilities, data ownership, maintenance practices, staff development needs, and ways to measure progress. Review the draft with staff and revise it based on consolidated District comments.
Help the IT Administrator and GIS Technician turn the GIS Strategy into a phased budget. Work with staff to identify the software, infrastructure, subscriptions, consultant support, and staff time needed for each phase. Separate one-time costs from ongoing costs, explain estimates and assumptions, and identify dependencies. Help staff rank needs, match work to annual funding, and identify what can be deferred. Provide an editable cost worksheet by phase and fiscal year, and walk staff through how to update it for future budget requests. The District will approve spending and decide which phases proceed.

4.3 Staff capacity building for Cityworks Unity migration

Build the IT Administrator's and GIS Technician's ability to plan and support migration of the District's current computerized maintenance management system (CMMS), Cityworks, to Unity in FY 2028. First-year work will focus on reviewing readiness, identifying risks and dependencies, and helping staff prepare a migration task list. Staff will perform the work with consultant advice, demonstrations, and quality review. Coordinate responsibilities and schedules with the District and the Cityworks vendor. Vendor migration services remain the vendor's responsibility.

During the first year, help staff review selected asset layers, asset IDs, GIS connections, permissions, and workflows to identify migration issues. Assist staff in preparing a readiness checklist, an issue list, and an outline of needed tests. Detailed corrections, migration testing, and post-migration checks will be assigned separately under the approved FY 2028 work plan. Any production changes must follow the District's approval process.

As later tasks are approved, help staff get better use from Unity by reviewing how Operations and Maintenance staff create, assign, complete, and report on work. Identify unnecessary steps, repeated data entry, unused features, and gaps in asset records. Guide staff as they select, configure, and test improvements to templates, mobile maps, data checks, dashboards, or reports. Explain the options so staff can make decisions and repeat the process. These improvements are not all required in the first year.

For approved migration and follow-up tasks, assist staff in preparing detailed work plans, test and acceptance checklists, configuration notes, and maintenance procedures. Have the IT Administrator and GIS Technician demonstrate the checks and explain the changes so they can troubleshoot problems, support users, and maintain the system. Evaluate both the results and staff's ability to carry out agreed tasks with less consultant help.

Begin preparation in the first year and schedule migration support for FY 2028. Work that falls in a renewal term is subject to renewal approval and a written work plan. The final schedule will be coordinated with District staff and the Cityworks vendor.

4.4 ArcGIS Enterprise readiness guidance

Review the current setup and major dependencies. Help the IT Administrator and GIS Technician understand upgrade requirements, compatibility checks, backups, rollback planning, and post-upgrade testing. The readiness review will use existing records and limited system checks agreed with the District.

Deliver an upgrade readiness checklist and a short list of actions staff should complete before an upgrade. Production upgrade execution is outside the first-year base scope.

4.5 Vendor coordination

Work with the IT Administrator and GIS Technician when coordinating with vendors, primarily Cityworks, Esri, and POSM. Help staff prepare support requests and technical questions, take part in authorized vendor meetings, review recommendations, and track issues through resolution. Explain how vendor changes may affect GIS services, integrations, data, and District workflows. Help staff define vendor and District responsibilities, coordinate testing and schedules, and keep a record of decisions and follow-up tasks. First-year vendor coordination will be limited to agreed readiness and pilot tasks, with hours approved in the work plan. Ongoing support and additional vendor meetings may be assigned separately.

Build staff's ability to manage these vendor relationships directly. Staff will remain the main District contacts and will be involved in discussions and decisions. The consultant may not purchase services, approve vendor charges, or commit the District to changes without written District authorization. Record technical explanations and support steps so staff can handle similar issues in the future.

4.6 Operations and Engineering workflows

Work alongside the IT Administrator and GIS Technician as they meet with Operations and Engineering to understand how work gets done and where GIS can help. Help staff lead focused discussions, document current practices, and agree on practical workflows for daily operations and the District's Capital Improvement Program (CIP). Build staff's ability to gather requirements, explain GIS options, and coordinate decisions across departments. First-year work will use focused discussions to identify needs and select one workflow pilot. Broader workflow development and implementation will be phased through later approved tasks.

Over the three-year program, help staff connect field observations, inspections, maintenance history, asset condition, engineering records, and completed project information to the correct GIS assets. Work with Operations and Engineering to define how updates are submitted, reviewed, approved, and entered into GIS and Cityworks or Unity. Identify who owns each step and how corrections and missing information will be handled. In the first year, apply this approach only to the selected pilot and record other needs in the GIS Strategy.

Assist staff in using GIS to support capital project planning, asset replacement priorities, project location review, and tracking completed improvements. Help staff identify useful maps, reports, and data checks. Work with Engineering to define how as-built records and project changes become reviewed GIS updates. The District will make engineering decisions and approve project priorities. First-year work will identify these needs for the GIS Strategy and phased plan. Detailed CIP analysis, reporting tools, and as-built conversion are later tasks unless selected as the single pilot.

If an Operations or Engineering workflow is selected as the single first-year pilot, help staff prepare a workflow diagram or step-by-step procedure, identify responsibilities, and test the agreed process. Have the IT Administrator and GIS Technician lead the review, record feedback, and maintain the final procedure.

Record other workflow needs in the GIS Strategy and phased work plan. Additional workflow development and implementation require separately approved tasks.

4.7 Staff-led project and mentoring

The first year includes exactly one staff-led workflow pilot. The District and consultant will select the topic during the initial assessment and confirm its scope, hours, deliverables, and completion checks in the approved work plan.

The pilot may address an Operations or Engineering workflow, a GIS publishing procedure, a field correction process, or a routine GIS maintenance task. References to a pilot elsewhere in this RFP refer to this same project and do not require additional pilots.

The IT Administrator and GIS Technician will perform the work with consultant guidance. The consultant will review the result and help staff write the steps needed to maintain or repeat it. Large application builds and custom integrations are outside this task.

Deliver the agreed project result, maintenance instructions, and a brief record of the tasks staff can now perform and where further support is needed.

4.8 Year-end review

Review completed work, remaining issues, use of authorized hours, and staff progress. Work with staff to update the three-year work plan and phased cost worksheet, then recommend tasks and funding needs for the next year. Hold a final working session with both staff members.

Deliver a short year-end summary and proposed second-year work plan. Required notes, checklists, and editable files must be handed over before the first-year work is accepted.

5. WORK IN YEARS TWO AND THREE

Future work will depend on the first-year findings, staff availability, consultant performance, and approved funding. The District does not expect every item below to be completed during the first year.

Year	Planned focus
Year two	Continue capacity building during the Cityworks-to-Unity migration in FY 2028 and follow-up improvements, as scheduled with the District and vendor. Support approved GIS upgrades, data cleanup, and field or reporting workflows.
Year three	Help staff maintain and troubleshoot the systems with less outside help. Address remaining priorities, test maintenance procedures, and update the GIS work plan.

POSM inspection workflows, ERP-related GIS work, CAD conversion, risk mapping, and AI-assisted inspection review may be considered later through separately approved tasks. Software purchases, custom development, bulk data conversion, field surveys, and outside vendor fees are not included in the first-year base scope.

6. PROPOSAL PRICING AND INVOICING

Services will be billed on a time-and-materials basis, subject to a total not-to-exceed amount established in the agreement. The District expects a limited advisory engagement. District staff will perform most of the hands-on work, with the consultant providing guidance, mentoring, technical review, and help documenting repeatable practices.

Proposers should assume a lean level of effort for the first-year base scope: assessment, GIS Strategy and three-year planning, phased budget planning, Cityworks Unity readiness, ArcGIS Enterprise readiness, one staff-led workflow pilot, related vendor coordination, and year-end review.

Submit a first-year not-to-exceed amount, broken down by task, labor category, estimated hours, and hourly rates. State the number and length of working sessions, vendor meetings, and document review rounds included. Account for preparation, documentation, coordination, and project management. Explain how the proposed hours support staff capability and the first-year priorities.

Identify assumptions, exclusions, and optional services separately. Provide estimated hours and costs for each optional task using the proposed hourly rates. Contract award does not authorize optional work. Each optional task requires prior written District approval.

All services shall be performed remotely. Proposals shall exclude travel time and travel expenses. The District will not reimburse travel costs. Hourly rates shall include normal business expenses and remote collaboration tools.

The final scope, deliverables, hours, and task amounts will be established in the approved work plan. The consultant may not exceed an approved task amount or the total contract amount without prior written District authorization.

7. CONTRACT TERM AND RENEWAL

The initial agreement will run for one year from contract execution. The District may approve up to two additional one-year terms. Renewal is not automatic and depends on satisfactory performance, District needs, available funding, and District approval. The three-year work plan does not commit the District to future spending.

Before each renewal, the District and consultant must agree in writing on the next year's scope, deliverables, schedule, rates, and not-to-exceed amount.

7.1 Performance review

The District will review progress during the year and before any renewal. The review will consider:

- Whether agreed work is accurate, useful, and completed on time.
- Whether the consultant responds within the timeframes agreed in the work plan.
- Whether invoices are clear and work stays within approved amounts.
- Whether both staff members can explain and repeat the tasks covered during working sessions.
- Whether instructions are complete and staff can maintain the supported work.
- Whether recommendations fit the District's staffing and systems.

The consultant must address problems identified during progress reviews and document the agreed corrective actions. Performance will include whether staff can use the resulting procedures and maintain the consultant-supported work.

8. CONSULTANT QUALIFICATIONS

The proposed staff must have experience supporting Esri GIS systems and building staff capability through practical work. The District prefers experience with water or wastewater utilities, ArcGIS Enterprise administration, Cityworks GIS connections, and public agencies. Describe experience helping GIS and IT staff work with Operations and Engineering on maintenance, asset records, and capital improvement planning.

Identify who will work directly with the IT Administrator and GIS Technician. Explain each person's role and relevant experience. Describe the assigned staff's experience with Cityworks and Unity. Proposers with limited Unity experience shall explain their related experience and how they will address Unity-specific needs, including any proposed specialist support or vendor coordination. Obtain District approval before replacing key staff or adding subcontractors.

9. PROPOSAL CONTENTS

Keep proposals focused. Limit the main proposal to 10 pages, excluding the cover letter, staff resumes, references, and fee schedule. Submit one searchable PDF with numbered pages and readable text. Organize the proposal in the order listed below.

- A brief description of the firm or individual and the people assigned to the work.
- Your understanding of the District's needs and how you will help both staff members build and maintain the GIS program.
- A first-year work plan showing tasks, deliverables, estimated hours, working sessions, and schedule.
- Hourly rates, expenses, total cost, assumptions, exclusions, and proposed renewal-year rate changes.
- Two examples of similar work, including how you helped client staff maintain the results.
- Two client references with names, roles, and contact information.
- Any subcontractors, vendor relationships, or potential conflicts of interest.
- Any requested changes to the District's agreement or confidentiality requirements.

10. PROPOSAL REVIEW AND SELECTION

The District will evaluate proposals using the following criteria. It may request interviews or clarification before making a selection. Price will be considered along with the quality and amount of support offered.

Criterion	**Points**
Approach to building GIS capability for both District staff members	35%
Experience of the people assigned to the work	25%
Realistic work plan and useful deliverables	20%
Cost and value of the proposed hours and services	15%
References and similar work	5%
Total	100%

Cityworks and Unity experience will be considered within the existing assigned staff experience score. The District will consider direct Unity experience, relevant Cityworks experience, and the practicality of the proposer's plan for addressing any gaps. Limited Unity experience does not automatically disqualify a proposer, but an unsupported plan may receive a lower score.

The District may negotiate the final scope and fees with the selected consultant. Selection does not authorize work until an agreement is executed and the District authorizes the work.

11. DISTRICT AND CONSULTANT RESPONSIBILITIES

The District will provide available documentation, approved access, staff participation, and decisions needed for the agreed tasks. The consultant will identify staff time needs in advance. Schedule changes caused by staff availability or vendor dependencies must be discussed and documented.

The consultant must receive District approval before accessing systems or making changes. Production changes require an agreed plan, a maintenance window when needed, and recovery steps. District staff must receive the final configuration notes and any scripts or files created for the work in editable form.

The consultant must protect District information and use it only for authorized work. Do not place District data in public AI services or use it to train external models without written District approval. Identify any outside services proposed for handling District information. Disclose vendor payments or relationships that could affect recommendations.

The selected consultant will be required to sign the District's Professional Services Agreement and Non-Disclosure Agreement and meet the insurance requirements included with the final RFP. The final agreement will establish ownership and use rights for work products and identify any pre-existing consultant materials or third-party restrictions.

12. QUESTIONS AND PROPOSAL SUBMISSION

Email questions and proposals to Teo Espero, IT Administrator, at TEspero@mcwd.org. Submit proposals as a PDF with the subject line “"PROPOSAL: MCWD-GISCBTA-2026”. Proposals must be received by the date and time shown on the first page.

The District will provide written answers or addenda for information that changes or clarifies the RFP. Oral comments do not change the requirements. Proposers must acknowledge any addenda in their proposals.

13. REMOTE DELIVERY AND EXPENSES

All services shall be performed remotely. Meetings, working sessions, staff mentoring, vendor coordination, technical reviews, and other project activities shall use District-approved remote collaboration and access methods. No on-site visits are required or authorized under this scope.

Proposals shall exclude travel time and travel expenses. The District will not reimburse transportation, mileage, airfare, lodging, meals, parking, or other travel-related costs.

Hourly rates shall include the consultant's normal business expenses and remote collaboration tools. Any other proposed expense must be separately identified in the proposal and approved in writing by the District before it is incurred.

13. DISTRICT RIGHTS

The District may reject any or all proposals, waive minor irregularities, request additional information, negotiate scope and fees, award only part of the work, or cancel this RFP. The District is not required to select the lowest-priced proposal. Proposers are responsible for their own proposal preparation costs.

Proposals may be subject to public disclosure under applicable public records requirements. Clearly identify any material you believe is confidential and explain the basis for that request. The District cannot promise that marked material will be withheld.

ATTACHMENT A
MARINA COAST WATER DISTRICT (MCWD)
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT FOR

_____

BETWEEN
MARINA COAST WATER DISTRICT
AND

_____

Funding:
Task No.

Some of the important terms of this Agreement are printed on Page 2. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District DATE: _____

920 2nd Ave., Ste. A Agreement No. _____

Marina, CA 93933

The undersigned Consultant offers to furnish the following:

The GIS Capacity Building and Technical Advisory Services Project will provide Marina Coast Water District (MCWD) with consulting support to strengthen the IT Administrator's and GIS Technician's ability to plan, manage, and maintain the District's GIS program. The consultant will work alongside staff to create a GIS Strategy, develop a three-year work plan, and align GIS needs and costs by phase. First-year work will focus on assessing current needs, preparing for the Cityworks-to-Unity migration in FY 2028, reviewing ArcGIS Enterprise readiness, and completing one staff-led workflow pilot. The consultant will also help staff work with Operations and Engineering to use GIS in daily operations and capital improvement planning, and coordinate with Cityworks, Esri, and POSM. The project will build staff capability through practical guidance, mentoring, documentation, and shared work so MCWD can maintain its systems and workflows over time. The initial agreement will cover one year, with two optional one-year renewals based on consultant performance, District needs, available funding, and District approval.

Contract price $ _____

Completion date _____

Instructions: Sign and return original. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted:	Marina Coast Water District	Accepted:	
By:	_____	By:	_____
Title:	_____	Title:	_____

Other authorized representative(s):

_____

Other authorized representative(s):

_____

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers.

3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. This paragraph is part of the contract: Yes or No (Circle One) Consultant acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Consultant under this Agreement, including those specified in paragraph 1 shall specifically include claims and demands involving, arising out of or related to MEC.

5. This paragraph is part of the contract: Yes or No (Circle One) Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring 30 days' notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) 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 contract work. Consultant shall purchase a one-year extended reporting period) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

6. This paragraph is part of the contract: Yes or No (Circle One) Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. If the work involves MEC per paragraph 4, above, all insurance maintained by Consultant shall include coverage for services, work in or around MEC, and claims, demands and injuries related in any way to this Agreement which arise from MEC. The general liability coverage is to state or be endorsed to state "such insurance shall be primary, and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it." The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this

Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

7. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

8. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

9. Final Payment, unless otherwise specified on Page 1, is to be within 30 days after acceptance by the Marina Coast Water District.

10. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

11. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

12. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that, which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.

13. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

14. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.

ATTACHMENT B

NON-DISCLOSURE AGREEMENT (NDA)
Marina Coast Water District (MCWD)
GIS CAPACITY-BUILDING AND TECHNICAL ADVISORY SERVICES PROJECT

NON-DISCLOSURE AGREEMENT (NDA)
Marina Coast Water District (MCWD)
GIS CAPACITY-BUILDING AND TECHNICAL ADVISORY SERVICES PROJECT

This Non-Disclosure Agreement ("Agreement" or "NDA") is entered into as of _____, 20 ("Effective Date"), by and between the Marina Coast Water District, a California public agency ("District" or "MCWD"), and _____ ("Recipient," "Consultant," or "Vendor").

The District and Recipient may each be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The purpose of this Agreement is to permit the Recipient to receive, access, review, process, transmit, or otherwise use certain confidential and sensitive information solely for purposes related to the District's GIS Capacity-Building and Technical Advisory Services Project.

The project may include GIS strategy development, GIS program planning, District capacity building, staff mentoring, knowledge transfer, ArcGIS Enterprise review and modernization, Cityworks Unity migration readiness, POSM/CCTV sewer inspection workflow support, AI-assisted CCTV attribution review where applicable, mobile GIS tools, dashboards, data governance, infrastructure review, cybersecurity review, and related technical advisory services on behalf of the District.

The Recipient acknowledges that the District may disclose confidential operational, customer, technical, GIS, cybersecurity, infrastructure, asset, procurement, and administrative information necessary for performance of District-authorized services.
The Recipient further acknowledges that the District seeks an independent and vendor-neutral GIS advisory process. Information disclosed under this Agreement shall only be used to support District-authorized GIS capacity-building, technical advisory, implementation guidance, staff mentoring, documentation, and related services.

2. Confidential Information

For purposes of this Agreement, "Confidential Information" includes any information disclosed by the District in written, electronic, verbal, visual, digital, geospatial, database, video, or other form, whether or not marked confidential, including but not limited to:

- Customer names;
- Service addresses;
- Mailing addresses;
- Telephone numbers;
- Email addresses;

- Account numbers;
- Billing and payment histories;
- Financial information and reports;
- Budget information;
- Utility billing data;
- Metering and AMI-related information;
- GIS layers, maps, services, applications, dashboards, data schemas, and geodatabases;
- Asset data related to water, wastewater, recycled water, facilities, meters, valves, hydrants, manholes, sewer mains, laterals, parcels, and related infrastructure;
- Cityworks configurations, work order data, inspection data, asset relationships, workflows, and system settings;
- ArcGIS Enterprise architecture, Portal, ArcGIS Server, Data Store, web adaptors, services, certificates, backups, integrations, and administrative settings;
- ArcGIS Online, ArcGIS Pro, Field Maps, Dashboards, Experience Builder, and related configuration information;
- POSM/CCTV sewer inspection information, including videos, inspection records, observations, defect coding, attribution, pipe condition data, manhole references, and related metadata;
- AI-assisted CCTV attribution outputs, review results, classification outputs, model-related findings, QA/QC findings, and workflow recommendations;
- Internal workflows, business processes, and standard operating procedures;
- Procurement and vendor evaluation information;
- Technical documentation;
- System architecture diagrams;
- Reporting structures and dashboards;
- Network, infrastructure, cybersecurity, or technical information;
- Authentication, identity management, access control, and user permission information;
- Cybersecurity assessments, vulnerability information, risk findings, and remediation plans;
- Internal reports, policies, and procedures;
- Emergency response, hazard, risk, CIP, or infrastructure planning information;
- Information protected by law;
- Any other District operational, administrative, technical, GIS, cybersecurity, or infrastructure information disclosed in connection with District-authorized services.

Confidential Information shall include all copies, summaries, reports, extracts, analyses, derivatives, screenshots, exports, notes, recordings, reproductions, and work products created from District information.

3. Exclusions

Confidential Information shall not include information that:

1. Is or becomes publicly available through no fault of the Recipient;
2. Was lawfully known by the Recipient prior to disclosure by the District;
3. Is lawfully obtained from a third party without breach of confidentiality obligations;
4. Is independently developed without use of District Confidential Information;
5. Is required to be disclosed by law, court order, subpoena, or governmental authority.

If disclosure is legally required, the Recipient shall provide prompt written notice to the District unless prohibited by law.

4. Recipient Obligations

The Recipient shall:

Requirement	Obligation
Use Restriction	Use Confidential Information solely for performance of District-authorized GIS capacity-building, technical advisory, implementation guidance, staff mentoring, documentation, and related services.
Limited Access	Restrict access to authorized personnel with a legitimate business need.
Safeguards	Maintain administrative, technical, and physical safeguards to protect District information.
Security	Maintain cybersecurity controls including endpoint protection, access controls, secure authentication, encryption, vulnerability management, and secure storage.
Transmission	Use secure methods for electronic transmission, storage, sharing, and transfer of District information.
Training	Ensure personnel are trained regarding privacy, confidentiality, cybersecurity, and data handling obligations.
Subcontractors	Ensure subcontractors comply with equivalent confidentiality, cybersecurity, data protection, and District information handling requirements.
Knowledge Transfer	Use District information only in a manner that supports authorized staff mentoring, technical guidance, documentation, and District capacity building.

The Recipient shall exercise at least the same degree of care used to protect its own confidential information, but no less than reasonable care.

5. Prohibited Activities

The Recipient shall not:

- Sell, share, distribute, or disclose District information for any unauthorized purpose;

- Use District information for marketing, solicitation, analytics, product training, artificial intelligence model training, or unrelated business activities;
- Retain District information beyond what is necessary to perform authorized services;
- Copy, export, transfer, download, or remove District information except as authorized by the District;
- Access District systems, networks, servers, databases, VPN, Active Directory, cloud platforms, ArcGIS Enterprise, ArcGIS Online, Cityworks, POSM/CCTV systems, or infrastructure unless expressly authorized in writing;
- Attempt to circumvent District cybersecurity protections, authentication requirements, access restrictions, or logging controls;
- Share District operational, cybersecurity, procurement, GIS, Cityworks, ArcGIS Enterprise, POSM/CCTV, AI-assisted attribution, vendor evaluation, or infrastructure information with third parties unless expressly authorized by the District;
- Modify, alter, delete, manipulate, or publish District data except as authorized by the District;
- Use District information to gain competitive advantage, influence procurement outcomes, or benefit any GIS, Cityworks, Esri, POSM/CCTV, AI, technology, software, or third-party vendor;
- Use District CCTV videos, GIS data, asset data, customer information, or operational data to train, improve, or validate external artificial intelligence systems, machine learning models, or vendor products unless expressly authorized in writing by the District.

The Recipient shall not use District information to gain competitive advantage, influence procurement outcomes, or benefit any vendor or third party.

6. Cybersecurity Incidents and Breach Notification

The Recipient shall immediately notify the District, and no later than twenty-four (24) hours after discovery, of any actual or suspected:

- Cybersecurity incident;
- Unauthorized access;
- Privacy breach;
- Loss or compromise of Confidential Information;
- Disclosure of personally identifiable information;
- Security event affecting District information;
- Data loss or unauthorized system access;
- Unauthorized access to GIS, Cityworks, ArcGIS Enterprise, POSM/CCTV, cloud, database, network, or infrastructure systems;

- Unauthorized disclosure or use of District GIS data, asset data, CCTV data, or AI-assisted attribution outputs.

Notification shall include:

- Nature of the incident;
- Type of information affected;
- Corrective actions taken;
- Mitigation efforts;
- Estimated operational impact;
- Recommended remediation steps.

The Recipient shall cooperate fully with the District regarding investigation, mitigation, notification, remediation, forensic review, corrective actions, and documentation.

7. California Privacy Compliance

The Recipient shall comply with all applicable federal, state, and local laws governing privacy, confidentiality, cybersecurity, procurement integrity, and protection of District information, including but not limited to:

1. California Consumer Privacy Act (CCPA), where applicable;
2. California data breach notification laws;
3. California Public Records Act (CPRA);
4. Applicable California Civil Code provisions;
5. Applicable cybersecurity and privacy laws;
6. Utility customer confidentiality obligations;
7. Any applicable requirements governing personally identifiable information, customer information, infrastructure information, cybersecurity information, and confidential public agency records.

8. Vendor Neutrality and Procurement Integrity

The Recipient acknowledges that the District seeks an independent and vendor-neutral GIS advisory process.

The Recipient shall not accept commissions, referral incentives, undisclosed compensation, gifts, financial inducements, reseller benefits, implementation incentives, or other compensation from GIS, Cityworks, Esri, POSM/CCTV, AI, technology, software, cloud, cybersecurity, or other vendors in connection with services performed for the District, unless fully disclosed and approved in writing by the District.

The Recipient shall disclose any actual, perceived, or potential conflicts of interest involving GIS vendors, software vendors, implementation vendors, subcontractors, technology providers, AI vendors, or other third parties that may be involved in District systems, projects, procurement, evaluation, or implementation decisions.

The Recipient shall maintain procurement integrity and shall not influence procurement outcomes for personal, financial, vendor-related, or third-party benefit.

9. Return or Destruction of Information

Upon expiration, termination, or written request of the District, the Recipient shall return or securely destroy all District Confidential Information and personally identifiable information within thirty (30) calendar days, unless otherwise required by law or directed in writing by the District.

Upon request, the Recipient shall certify in writing that destruction has occurred.
This obligation includes, but is not limited to, District GIS data, exports, maps, services, dashboards, configuration files, Cityworks information, ArcGIS Enterprise information, POSM/CCTV information, videos, inspection records, AI-assisted attribution outputs, documentation, notes, reports, and any derivative work products containing District information.

10. Public Records

The Recipient acknowledges that the District is subject to the California Public Records Act ("CPRA"). Nothing in this Agreement shall prevent the District from disclosing records where required by law.
The Recipient acknowledges that marking information as confidential does not automatically exempt such information from disclosure.

11. Injunctive Relief

The Recipient acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the District.

The District shall be entitled to seek injunctive relief, equitable remedies, damages, or any other remedies available under law without requirement to post bond.

12. Indemnification

The Recipient shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents, and representatives from claims, damages, liabilities, penalties, fines, attorney's fees, cybersecurity incidents, privacy breaches, procurement-related claims, unauthorized disclosures, data misuse, conflicts of interest, or losses arising from the

Recipient's acts, omissions, negligence, misconduct, unauthorized disclosures, conflicts of interest, or violations of law.

13. Term

This Agreement shall remain in effect during the term of services and shall survive expiration or termination of any resulting agreement for a period of five (5) years, or longer if required by applicable law.
Obligations regarding personally identifiable information, cybersecurity incidents, procurement integrity, infrastructure information, protected customer information, and legally protected information shall survive indefinitely to the extent required by law.

14. Governing Law

This Agreement shall be governed by the laws of the State of California.
Venue for any legal action shall be Monterey County, California.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes prior oral or written understandings relating to the subject matter herein.

No amendment shall be effective unless in writing and signed by authorized representatives of both Parties.

SIGNATURES	
MARINA COAST WATER DISTRICT	**CONSULTANT / RECIPIENT** Company Name:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: