



REQUEST FOR PROPOSALS (RFP) ENTERPRISE RESOURCE PLANNING (ERP) EVALUATION, SELECTION, AND PROCUREMENT

1. INTRODUCTION

1.1 Overview

Marina Coast Water District (District or MCWD) is requesting proposals from qualified firms or consultants to provide independent, vendor-neutral professional consulting services to assist the District in evaluating, selecting, and procuring of a replacement Enterprise Resource Planning (ERP) system for the District's current Springbrook Cloud platform.

The selected consultant will provide technical, operational, procurement, and strategic advisory services to assist the District in evaluating ERP alternatives, developing business and technical requirements, supporting procurement activities, and preparing the District for ERP implementation.

The consultant shall serve in an advisory capacity only. Final decisions regarding ERP selection, procurement, contract award, implementation approach, and related policy matters shall remain solely with Marina Coast Water District and its authorized decision-makers.

1.2 District Background

Marina Coast Water District is a California public agency providing potable water, recycled water, and wastewater services within the Marina and Ord Community service areas in Monterey County.

The District currently utilizes Springbrook Cloud to support utility billing, financial operations, budgeting, customer account management, reporting, and administrative functions.

The District seeks to modernize its ERP environment to improve operational resiliency, cybersecurity, business continuity, financial reporting, customer service, organizational efficiency, and long-term sustainability.

1.3 Purpose of the RFP

The purpose of this Request for Proposals (RFP) is to identify a qualified and experienced consultant capable of assisting the District in evaluating ERP alternatives, conducting business process assessments, supporting a competitive procurement process, and assisting the District in reducing implementation and operational risks.

The District anticipates retaining a consultant in Fiscal Year 2027 (FY 2027) to support ERP assessment, requirements gathering, market evaluation, and vendor procurement activities. ERP implementation is

anticipated to begin in Fiscal Year 2028 (FY 2028), subject to Board authorization, funding availability, procurement outcomes, and organizational readiness.

2. SCOPE OF SERVICES

2.1 Required Services

The successful proposer shall provide professional consulting services including, but not limited to:

- ERP assessment and current-state review
- Business process analysis and improvement recommendations
- ERP functional and technical requirements development
- ERP market research and vendor-neutral advisory services
- ERP procurement support
- Vendor evaluation and demonstration facilitation
- Contract negotiation support
- Cybersecurity and SaaS risk evaluation
- Providing implementation advisory services
- Change management and organizational readiness support
- Data migration planning and oversight
- Go-live readiness planning

2.2 Required Deliverables

Minimum deliverables shall include:

- Current State Assessment Report
- Business Process Review Report
- ERP Functional Requirements Matrix
- Cybersecurity and Vendor Risk Assessment
- Procurement Support Materials
- Vendor Evaluation Framework
- Demonstration Scripts and Scenarios
- Executive Recommendation Report
- Contract Risk Review

- ERP Governance Recommendations
- Implementation Readiness Assessment
- Change Management Plan
- Go-Live Readiness Recommendations

2.3 District Technology Environment

The selected consultant shall review the District's enterprise environment and assess workflows, operational needs, reporting requirements, integration dependencies, cybersecurity considerations, and opportunities for modernization.

District systems may include:

- Springbrook Cloud
- Harmony AMI
- Cityworks
- ArcGIS Enterprise
- ArcGIS Online
- Laserfiche (on-premises)
- Simpler reporting systems
- Microsoft 365
- Payment processing systems
- Banking systems
- Identity management systems

2.4 ERP Functional Requirements Matrix

The selected consultant shall assist the District in developing and refining detailed ERP functional requirements. At minimum, the future ERP environment should support the following:

Finance and Accounting

- General Ledger
- Encumbrance Ledger
- Accounts Payable
- Accounts Receivable

- Budget Preparation
- Budget Management
- Multi-Year Forecasting
- Fixed Assets
- Capital Project Accounting
- Audit Reporting
- Purchasing Integration
- Financial Dashboards
- Digital Workflows
- Attachments and Document Retention

Utility Billing and Customer Service

- Utility Billing
- Meter Read Imports
- AMI Integration
- Customer Portal
- Payment Processing
- Service Orders
- Payment Arrangements
- Collections Management
- Customer Notifications

Payroll and Human Resources

- Timesheets and Labor Tracking
- Project Accounting Integration (Labor Cost Allocation)
- Payroll Processing
- Leave Tracking
- HR Database
- Benefits Administration

- Employee Self-Service Portal – Paystubs, W-2s, Time-Off Requests, etc.
- Digital Workflows and Approvals
- Document Retention

Procurement and Purchasing

- Purchase Requisitions
- Purchase Orders
- Vendor Management
- Contract Tracking
- Digital Workflows
- Document Retention or Functional Integration with Document Retention Application

Reporting and Analytics

- Systemwide Database Audit/Change Log Reporting
- Regulatory Reporting
- Ad Hoc Reporting
- Dashboarding
- Self-Service Reporting
- Role-Based Reporting

2.5 ERP Governance Structure

The selected consultant shall recommend and assist in establishing an ERP governance structure appropriate for the District's staffing environment.

Executive Steering Committee

Provide strategic oversight, executive sponsorship, budget oversight, organizational alignment, and major decision-making support.

Potential Participants:

- General Manager
- Director of Administrative Services
- Department Managers
- Information Technology Administrator

- Controller
- Consultant Project Manager

ERP Core Project Team

Coordinate requirements gathering, issue resolution, implementation planning, communication, testing, and organizational readiness.

Potential Participants:

- Finance Representative(s)
- Customer Service Representative
- Engineering Representative
- Operations Representative
- Human Resources Representative
- Information Technology Administrator
- Controller
- Consultant Project Manager

2.6 ERP Vendor Evaluation Methodology

Proposers shall describe their methodology for evaluating ERP alternatives, facilitating vendor demonstrations, maintaining vendor neutrality, documenting findings, and supporting a defensible procurement process.

2.7 District Decision-Making Authority

The consultant may provide technical, operational, and procurement recommendations. However, final decisions regarding ERP selection, vendor approval, contract award, implementation timing, funding, and related policy matters shall remain solely with the District.

3. TECHNOLOGY, CYBERSECURITY, AND DATA PROTECTION REQUIREMENTS

3.1 Technology Requirements

Proposals shall describe cybersecurity capabilities, reporting systems, SaaS evaluation methodologies, implementation oversight experience, data governance practices, secure data handling, and cybersecurity risk assessment approaches.

3.2 Cybersecurity and Operational Resiliency Requirements

The consultant shall assist the District in evaluating ERP vendor cybersecurity maturity and operational resiliency.

Evaluation considerations may include:

- Multi-Factor Authentication (MFA)
- Single Sign-On (SSO)
- Encryption at rest and in transit
- Role-based access controls
- Audit logging
- Disaster recovery capabilities
- Recovery Time Objectives (RTO)
- Recovery Point Objectives (RPO)
- Secure API integrations
- Third-party penetration testing
- Vendor patching practices
- SOC 1 Type II and SOC 2 Type II reports
- Cyber insurance coverage
- Business continuity planning
- Data ownership and portability

The consultant should consider public utility cybersecurity best practices, Cal-Secure guidance, and relevant cybersecurity frameworks including NIST Cybersecurity Framework (CSF) and CIS Controls.

3.3 District System Access Restrictions

The District will not provide privileged system access, VPN access, database credentials, or other internal infrastructure access unless expressly authorized in writing.

4. CONTRACT TERM, QUALIFICATIONS, AND INSURANCE

4.1 Contract Term

The anticipated consulting engagement is expected to begin in Fiscal Year 2027 and may continue through portions of ERP implementation planning activities.

ERP implementation is anticipated beginning in FY 2028.

4.2 Minimum Qualifications

Proposers shall:

- Have a minimum of five (5) years of ERP consulting experience
- Demonstrate public agency, utility, or special district ERP experience
- Demonstrate ERP replacement experience
- Demonstrate experience with utility billing and finance systems
- Demonstrate cybersecurity and SaaS evaluation experience
- Demonstrate organizational change management experience

Preference may be given to firms with water or wastewater utility experience.

4.3 Vendor Neutrality and Conflict of Interest

The District seeks an independent and vendor-neutral consultant.

Proposers shall disclose partnerships, reseller agreements, referral incentives, commissions, implementation incentives, or financial relationships involving ERP vendors.

Failure to disclose conflicts may result in disqualification.

4.4 Insurance Requirements

The successful proposer shall maintain the following minimum insurance coverage:

Coverage Type	Minimum Coverage
Commercial General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Workers Compensation	Statutory
Professional Liability (Errors & Omissions)	\$2,000,000
Cyber Liability / Data Breach	\$2,000,000

Cyber liability coverage shall include privacy breaches, ransomware, unauthorized access, and compromise of District information.

4.5 Indemnification

The successful proposer shall defend, indemnify, and hold harmless the District from claims, damages, liabilities, cybersecurity incidents, privacy breaches, negligence, misconduct, or violations of law arising from the proposer's performance.

5. PROPOSAL REQUIREMENTS

5.1 Proposal Contents

Proposals shall include, at minimum:

Required Section	Description
Cover Letter	Firm information and authorized representative signature
Firm Background	Company history and organization
Relevant Experience	Similar ERP consulting projects
Proposed Methodology	Technical and project approach
Project Team	Key personnel and resumes
Cybersecurity Approach	SaaS and vendor risk evaluation methodology
Cost Proposal	Pricing and assumptions
References	Minimum three (3) references

Cost Proposal Requirements

The cost proposal shall include:

- Fixed fee pricing by phase
- Hourly rate schedule
- Assumptions
- Travel costs
- Optional services
- Implementation advisory pricing
- Not-to-exceed pricing

5.2 Proposal Validity

Proposals shall remain valid for a minimum of ninety (90) calendar days following submission.

6. EVALUATION AND AWARD

6.1 Evaluation Criteria

Evaluation Criteria	Weight
Relevant Public Sector and Utility Experience	20%
ERP Replacement Experience	15%
Proposed Methodology	20%
Project Team Qualifications	15%
Cybersecurity and SaaS Expertise	10%
Change Management Approach	10%
Cost Proposal	5%
Interview	5%

6.2 Consultant Interview Questions

Potential interview questions may include:

1. Describe a recent ERP replacement project.
2. How do you maintain vendor neutrality?
3. How would you support a lean staffing environment?
4. What are common ERP risks for water districts?
5. How do you evaluate cybersecurity risks?
6. Describe your utility billing experience.
7. What lessons learned should MCWD understand?
8. Describe your experience working with Springbrook ERP.

6.3 Proposal Results and Notification

The District intends to notify selected and non-selected proposers. Notification may occur by email, written correspondence, Board action, District website posting, or other methods determined appropriate by the District. The District shall not be obligated to provide debriefings, evaluation commentary, scoring explanations, ranking details, evaluator notes, or feedback directly to proposers.

Nothing in this section shall limit disclosure obligations under applicable California Public Records Act requirements.

6.4 District Not Obligated to Select Lowest Cost Proposal

The District is not obligated to select the proposer submitting the lowest cost proposal. Award, if any, shall be based upon the District's determination of the proposal that best meets the District's operational, technical, organizational, cybersecurity, implementation, and overall project needs. In evaluating proposals, the District may consider qualifications, relevant experience, technical approach, understanding of utility operations, public-sector experience, implementation methodology, cybersecurity capabilities, project team experience, references, cost, interviews, and other factors determined relevant by the District. The District reserves the right to negotiate scope, pricing, deliverables, or contract terms with the highest-ranked proposer, or with other proposers if negotiations are unsuccessful.

7. RFP SCHEDULE AND IMPLEMENTATION ROADMAP

7.1 Tentative Schedule

Milestone	Date
RFP Release	July 13, 2026
Proposal Due Date	August 3, 2026
Tentative Award	August 24, 2026
Contract Start	September 1, 2026

The District reserves the right to revise the schedule.

7.2 ERP Implementation Roadmap

FY 2027 – Assessment and Requirements

- Current state assessment
- Business process review
- Requirements gathering
- Stakeholder workshops

FY 2027 – Procurement and Vendor Selection

- Vendor procurement support
- Vendor demonstrations
- Proposal evaluations

- Reference checks

FY 2027 – Contract Negotiation and Planning

- Contract negotiation
- Implementation planning
- Governance establishment

FY 2028 – ERP Implementation

- Configuration
- Data migration
- Testing
- Training
- Go-live preparation

FY 2028 – Stabilization

- Post-go-live support
- Reporting refinement
- Lessons learned

7.3 Submission Requirements

Proposals shall be submitted electronically in PDF format via email to:

Mary Lagasca

Director of Administrative Services
Marina Coast Water District
920 2nd Avenue
Marina, CA 93933
MLagasca@mcwd.org

Proposals received after the stated deadline may be deemed non-responsive and may not be considered.

7.4 Questions regarding this RFP shall be submitted in writing.

Questions shall be directed to:

Mary Lagasca

Director of Administrative Services
Marina Coast Water District
920 2nd Avenue

Marina, CA 93933
MLagasca@mcwd.org

Interpretations, clarifications, corrections, or changes to this RFP shall only be made through written addenda issued by the District. Oral statements shall not be binding.

7.5 Addenda

The District may issue addenda, notices, schedule changes, clarifications, and other pertinent RFP information.

Proposers are responsible for reviewing all addenda prior to proposal submission.

8. GENERAL CONDITIONS

8.1 District Rights Reserved

The District reserves the right to reject any or all proposals, waive irregularities, negotiate modifications, cancel or reissue the RFP, or reopen the solicitation.

8.2 Public Records (CPRA)

Proposals and procurement records may be subject to disclosure pursuant to applicable California Public Records Act requirements.

8.3 Compliance With Laws

The successful proposer shall comply with applicable federal, state, and local laws.

8.4 Records Retention and Audit Rights

The successful proposer shall maintain records for a minimum of five (5) years.

8.5 Governing Law

This RFP shall be governed by California law. Venue shall be Monterey County, California.

9. ATTACHMENTS

- Attachment A – Sample Professional Services Agreement (PSA)
- Attachment B – Sample Non-Disclosure Agreement (NDA)

The District reserves the right to revise attachments prior to award.

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: <u>Marina Coast Water District</u>	DATE: _____
<u>920 2nd Ave., Ste. A</u>	Agreement No. _____
<u>Marina, CA 93933</u>	

The undersigned Consultant offers to furnish the following:

The ERP Evaluation, Selection, Procurement, and Implementation Advisory Services Project is an effort by Marina Coast Water District (MCWD) to obtain professional consulting services to assist the District in evaluating, selecting, procuring, and supporting implementation planning for a replacement Enterprise Resource Planning (ERP) system for the District's current Springbrook Cloud platform. The selected consultant will provide technical, operational, procurement, cybersecurity, and implementation advisory services to support ERP evaluation, requirements gathering, business process review, vendor evaluation, procurement support, implementation planning, and organizational readiness.

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: Mary Lagasca

By:

Title: Director of Admin. Services

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)

ERP EVALUATION, SELECTION, PROCUREMENT, AND IMPLEMENTATION ADVISORY SERVICES

NON-DISCLOSURE AGREEMENT (NDA)

Marina Coast Water District (MCWD)

ERP EVALUATION, SELECTION, PROCUREMENT, AND IMPLEMENTATION ADVISORY SERVICES

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 Enterprise Resource Planning (ERP) evaluation, requirements gathering, procurement support, implementation planning, cybersecurity review, business process analysis, vendor evaluation, and related consulting services on behalf of the District.

The Recipient acknowledges that the District may disclose confidential operational, financial, customer, technical, cybersecurity, infrastructure, procurement, and administrative information necessary for performance of services.

The Recipient further acknowledges that the District seeks an independent and vendor-neutral ERP consulting process and that information disclosed under this Agreement shall only be used to support District-authorized services.

2. CONFIDENTIAL INFORMATION

For purposes of this Agreement, “**Confidential Information**” includes any information disclosed by the District in written, electronic, verbal, visual, digital, 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;
- ERP configurations and system settings;
- Internal workflows and business processes;
- Procurement and vendor evaluation information;
- Technical documentation;
- GIS and asset-related information;
- System architecture diagrams;
- Reporting structures and dashboards;
- Network, infrastructure, cybersecurity, or technical information;
- Authentication and identity management information;
- Cybersecurity assessments and vulnerability information;
- Internal reports, policies, and procedures;
- Information protected by law;
- Any other District operational or administrative information disclosed in connection with ERP consulting services.

Confidential Information shall include all copies, summaries, reports, extracts, analyses, derivatives, and reproductions 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 ERP consulting services
Limited Access	Restrict access to authorized personnel with a legitimate business need
Safeguards	Maintain administrative, technical, and physical safeguards to protect information
Security	Maintain cybersecurity controls including endpoint protection, access controls, secure authentication, encryption, and vulnerability management
Transmission	Use secure methods for electronic transmission and storage
Training	Ensure personnel are trained regarding privacy, confidentiality, and cybersecurity obligations
Subcontractors	Ensure subcontractors comply with equivalent confidentiality and cybersecurity requirements

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, or unrelated business activities;
- Retain District information beyond what is necessary to perform services;
- Copy, export, transfer, or remove District information except as authorized by the District;
- Access District systems, networks, servers, databases, VPN, Active Directory, cloud platforms, or infrastructure unless expressly authorized in writing;
- Attempt to circumvent District cybersecurity protections or access restrictions;

- Share District operational, cybersecurity, procurement, ERP evaluation, vendor scoring, or business process information with ERP vendors or third parties unless expressly authorized by the District;
- Modify, alter, or manipulate District data except as authorized by the District.

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

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, and corrective actions.

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:

- California Consumer Privacy Act (CCPA);
- California data breach notification laws;
- California Public Records Act (CPRA);
- Applicable California Civil Code provisions ;
- Applicable cybersecurity and privacy laws;
- Utility customer confidentiality obligations.

8. VENDOR NEUTRALITY AND PROCUREMENT INTEGRITY

The Recipient acknowledges that the District seeks an independent and vendor-neutral ERP consulting process.

The Recipient shall not accept commissions, referral incentives, undisclosed compensation, gifts, financial inducements, or other compensation from ERP vendors in connection with services performed for the District.

The Recipient shall disclose any actual, perceived, or potential conflicts of interest involving ERP vendors, subcontractors, or technology providers.

The Recipient shall maintain procurement integrity and shall not influence procurement outcomes for personal or financial 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.

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, 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, 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: