



**Request for Proposals (RFP)
Geographic Information System (GIS) Utility Network
Model Migration**

Mammoth Community Water District
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Project Summary: The purpose of this RFP is to secure a qualified provider of Geographic Information Systems (GIS) professional services to migrate the water and wastewater utility geodatabases into the ESRI Utility Network Model.

Issue Date:

April 1, 2024

Deadline for Proposal Submittal:

May 14, 2024 by 5:00pm PST

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1. INTRODUCTION

1.1. Purpose

The Mammoth Community Water District (“District”) is requesting proposals from Utility Network (UN) Certified Environmental Systems Research Institute (ESRI) Partner Companies (“Proposers”). Proposers must have Utility Network Certified or equivalently qualified staff to migrate the existing Geometric Network and implement an ESRI UN data model and spatial information system for the District's Water Distribution and Wastewater Collection Systems. The ideal candidate will have recent and extensive experience planning and implementing ArcGIS Enterprise Utility Network migrations including ArcGIS Pro, Portal and Server, and have extensive water and wastewater industry background.

Proposals must demonstrate the Proposer’s experience with ESRI Utility Network, ArcGIS Enterprise products and Geodatabases, and clearly define the approach for this project. The District may consider additional service offerings not listed in the Scope of Services in Section 2 of this RFP if they provide additional benefits or enhancements to the original scope.

1.2. Mammoth Community Water District Overview

The District delivers more than 650 million gallons of water annually to customers within its service area for residential, commercial, and industrial uses. The District operates water production and distribution facilities that include 9 active groundwater wells, more than 8.2 million gallons of reservoir storage capacity, and more than 81 miles of water lines. The water distribution system consists of approximately 3,455 service connections. The pipelines, storage reservoirs, pumping stations, control valves, isolation valves, fire hydrants, and water meters are located throughout 12 pressure zones within a service area of approximately 5 square miles.

Our sewer collection system consists of approximately 78 miles of pipe, 12 active lift stations, and approximately 4,300 sewer connections. The collection system mainline is comprised primarily of asbestos cement pipe (ACP) with the remainder constructed of Armco Truss, SDR35, or clay pipe. The laterals are made of various materials including PVC, ACP, and cast iron.

1.3. About our ESRI System and GIS Integrations

With our partner agency, Mono County, the District currently has an ESRI Enterprise Agreement. We utilize software and services including ArcGIS Desktop 10.8.2, ArcGIS Pro 2.9, and ArcGIS Enterprise 10.9.1 (Portal) in the SQL Server Enterprise Geodatabase environment. The current ArcGIS Desktop (ArcMap) and the Geometric Network are set to retire soon and will no longer be supported by ESRI. ESRI has already stopped releasing new versions of ArcMap, and all new functionality is focused on Utility Network and ArcGIS Pro.

The District has disconnected our Geometric Network in order to transition employees to ArcGIS Pro and prepare for the UN migration. The District’s GIS/Engineering team manages dozens of feature classes within several feature datasets including LiDAR Elevation Data and several sets of high-resolution aerial photos. These datasets are provided through internal web map services and used in several internal ESRI mapping applications, viewers, dashboards, and third-party systems such as GraniteNet CCTV and InfraMap, Innovyze InfoWater Pro and InfoWorks ICM (water and sewer modeling), Tyler Technologies EnerGov permitting software and ERP Pro 10, and Extract Transform Load (ETL) with Trimble Connect.

2. SCOPE OF SERVICES

The scope of services will include the components and guidelines detailed in the sub-sections below.

2.1. Identification of Business Objectives and Goals

- Conduct outreach to the District stakeholders to understand the business needs, objectives, and goals and document findings
- Identify and understand major business processes, workflows, and the GIS infrastructure and solutions
- Identify areas where the Utility Network can enhance or streamline processes, increase efficiency, and improve operations

2.2. Database Readiness Assessment and Recommendations

The selected proposer will deliver a database readiness assessment report prior to recommendations for migration and testing. The database readiness assessment must identify:

- Data quality issues that must be resolved prior to migration
- Pre-migration data enhancements that would optimize data workflow and performance
- Missing data elements
- Minimum hardware requirements for locally hosted and/or Cloud environments that will support the activities within the testing strategy plan
- Strategies to assist with installation, use, and modification of tools, scripts, etc. to improve data quality prior to data migration

2.3. Development and Finalization of Implementation Plan

Utilizing the information gathered from the District stakeholders and IT staff and the Database Readiness Assessment, the selected proposer will be required to develop an Implementation Plan that includes tasks and timelines, major milestones and dependencies, risk management considerations, project budget, and resource and staffing requirements for each of the phases of the project. The Implementation Plan should include what work is to be performed by the District personnel.

2.4. Data Model Design

The selected proposer will recommend the data model design that best addresses the current and future needs of the District along with known future model enhancements. The data model design should be based on business needs, technical requirements, and industry best practices, and provide recommendations on how best to model the District GIS data in the Utility Network. It should also provide recommendations for, and guidance, on water and wastewater modeling and a long-term strategy for Utility Network modeling scenarios.

2.5. Data Migration Plan

The data migration plan must map key elements of the database (i.e., future assets, attributes, network connectivity, relationships, 3D, and domains). The selected proposer must provide a recommendation and justification for a phased migration versus an “all at once” approach. This data migration plan must:

- Identify software applications or tools required for migrating data to the UN

- Provide recommendations for and identify processes to keep UN and legacy data synchronized, if needed, to support integrations and workflows until migration is complete
- Provide a checklist to the District of all database requirements certified as complete for approval prior to the final migration
- Include a plan to incorporate elevations from existing Lidar sets into feature attributes
- Test staging database with final District approval prior to final load into the production environment

2.6. Data Management

- Review and document current GIS data management practices and workflows, including data editing, processing, publishing, and sharing
- Recommend approach for migrating and editing workflows from ArcMap with Attribute Assistant to ArcGIS Pro with Attribute/Topology Rules
- Provide recommendations for software and processes required for ongoing data quality assurance and quality control
- Recommend initial and future Utility Network data management practices including:
 - Web services for editing, publishing, viewing, and sharing UN data
 - Database administration
 - Nightly scheduled automated data processing workflows, backups, and synchronization

2.7. GIS System Infrastructure

- Recommend server and desktop hardware and software based on current and anticipated usage patterns
- Recommend ArcGIS Enterprise and Enterprise Geodatabase configuration for Utility Network
- Use existing District ArcGIS Enterprise and Enterprise Geodatabase or implement separate servers and databases for UN
- Develop separate Utility Networks for water and wastewater systems
- Identify one-time purchases and on-going costs, such as named-user subscriptions and annual software maintenance
- Recommend Utility Network licensing, extensions, user types, and roles needed to support data editing and network tracing in the office and in the field

2.8. Third-Party Application Integration with Utility Network

The District utilizes several third-party applications that currently integrate with our GIS network that need to be integrated into the Utility Network. The third-party applications include:

- Trimble Connect
- Tyler ERP Pro Incode 10
- Tyler EnerGov – Enterprise Permitting
- GraniteNet CCTV
- InfraMap
- Innovyze applications such as InfoWater Pro and InfoWorks ICM
- ArcGIS Enterprise/Portal

Scope

The scope associated with the third-party application integration includes:

- Review and document the technical details for each integration including:
 - How it is integrated with GIS
 - Database environment
 - Users, administrators, and support staff
 - Data management practices
- Identify and document system integration issues, concerns, and potential risks
- Include recommendations and best practices to support these systems with the Utility Network
- Provide a plan of action that will ensure continuity of services of these systems with minimal downtime during the switch between the existing District GIS geodatabase and the final Utility Network
- Propose recommendations for enhancing, upgrading, consolidating, or deprecating applications integrated with GIS

2.9. Final Utility Network Migration and Support

The selected proposer will conduct the database migration, implementation, and software validation required to transition the District to a Utility Network. In addition, the selected proposer will provide the hardware requirements for a locally hosted or Cloud environment that will support the activities associated with the final implementation. As implementation nears the final stages, the District will conduct final data review and perform production testing. The District will review final deliverables with the selected proposer.

- Verify that District's map projection is California State Plane Zone III Coordinate System 1983 North America Datum US Feet
- Provide tools to auto populate fields required on the feature classes
- Conduct training that includes a presentation and associated materials that covers the Utility Network model, tools, workflows, interfaces, and on-going UN management. This training should be tailored to the eight District IT/engineering personnel that utilize, edit, maintain, and manage the GIS databases.
- Provide post-implementation support for 6 months

2.10. Documentation

By the conclusion of the project, the selected proposer will be expected to provide the following documentation:

- **Data Migration Mapping Plan with Data Dictionary:** a document for each system (water and wastewater) that contains a detailed migration plan mapping out the conversion from the existing schema to the UN schema and a data dictionary that defines the elements within the UN. This document should focus on features, columns, domains, subtypes, and attributes that the District would need to add to achieve Utility Network compatibility and to account for the District's customizations in order to avoid data loss.
- **Best Practices - Utility Network Standards and Symbology:** a document containing best practices on performance optimization and utility network maintenance

- **Tools and Interfaces:** a document detailing each tool and interface (functionality, input parameters, steps) developed for this project
- **Workflows:** a document that summarizes workflows to edit and manage the UN data and/or schema (e.g. customize, add, delete, update, versioning, replicating, feature or tile services, validation, etc.) and to integrate the ArcGIS Workflow Manager Extension, if needed.

2.11. Project Roles and Responsibilities

- The District will:
 - Guide the overall project management
 - Provide applications, subject matter experts, and other resources necessary to achieve the project objectives
 - Work collaboratively with the selected proposer to address data readiness issues
 - Work collaboratively with the selected proposer to meet schedules
- The selected proposer will:
 - Manage the day-to-day activities and tasks necessary to complete each project phase
 - Lead the assessment, stakeholder meetings, and planning workshops and will coordinate with the District to schedule and conduct these activities
 - Provide documentation of all activities, solutions, and work products to the District throughout the project life cycle
 - Raise any staffing or logistic issues with the District
 - Notify the District immediately of any changes to the scope of work or issues that will impact the completion and cost of the project
 - Attend project status meetings as necessary

3. ADMINISTRATION, SELECTION PROCESS, and CRITERIA

3.1. Key Submission Dates

Event	Date
RFP Released	April 1, 2024
Notice of Intent to Submit Proposal Due	April 15, 2024
RFP Questions Due (Submit via Email to RFP Coordinator)	April 22, 2024 by 5:00 pm
Responses to Questions Due from District	April 30, 2024 by 5:00 pm
Deadline for Proposal Submission	May 14, 2024 by 5:00 pm
Finalist Notification and Interviews Scheduled	No Later Than June 4, 2024
Anticipated Award of Contract	No Later Than June 18, 2024
Proposed Project Start	July/August 2024

NOTE: The District reserves the right to modify the dates listed at its sole discretion. Schedule changes made by addendum to this RFP will be issued via email from the RFP Administrator to known proposers and posted on our website (www.mcwd.dst.ca.us). The District will not accept submittals after the submission deadline specified in this RFP and shall return the unopened submittals to the respective Proposers. The District will not consider late submittals under any circumstances.

3.2. RFP Administration

All communications regarding this RFP must be submitted via email to:

Justin Mulbay
IS Manager, Mammoth Community Water District
jmulbay@mcwd.dst.ca.us
(760) 934-2596, ext. 286

3.3. Notice of Intent to Submit Proposal

By April 15, 2024 at 5:00 pm, Proposers must send an email to the RFP Administrator that indicates an intent to submit a Proposal along with the primary contact person's name, phone number, and email. This notice of intent does not create an obligation to submit a proposal but ensures we can properly communicate with all potential Proposers.

3.4. RFP Questions and Comments

Questions and comments concerning this RFP should be submitted via e-mail to the RFP Administrator no later than April 22, 2024. The District's responses to all questions received will be provided via email to all known proposers and posted on our website (www.mcwd.dst.ca.us) by April 30, 2024.

3.5. Submittal Procedure

The RFP Administrator will provide a private OneDrive link to download current MCWD GIS data to perform any additional data analysis or readiness assessment prior to providing final RFP response. Proposers must submit an electronic copy of the company's proposal in PDF format via Flash Drive (mailing addresses below) or contact the RFP Administrator for a private OneDrive link to upload your RFP submittal.

Proposal packages that are not submitted via OneDrive should be delivered to the address* indicated below. Proposals must be received by the District on or before 5:00 pm (PST) on May 14, 2024. Proposals received by the District after the deadline will not be considered.

*Please note – we recommend using a private shipping company, such as UPS or FedEx, rather than the US Postal Service.

Via UPS/FedEx:

Mammoth Community Water District
Attn: Justin Mulbay
1315 Meridian Blvd.
Mammoth Lakes, CA 93546

Via United States Postal Service:

Mammoth Community Water District
Attn: Justin Mulbay
PO Box 597
Mammoth Lakes, CA 93546

3.6. Interviews and Demonstrations

If selected as a finalist, informal interviews and online Utility Network demonstrations, either in person or by virtual meeting, will be scheduled and conducted with each Proposer finalist. Please be prepared to answer questions about your proposed solutions and demonstrate GIS Utility Network expertise.

3.7. Proposal Evaluations

The District will form an RFP Evaluation Committee that will review all proposals to determine which Proposers have qualified for consideration. Proposals will be initially reviewed to verify that the submission conforms to stated requirements. The committee will not evaluate any responses that significantly deviate from the basic intent and/or fail to satisfy the mandatory requirements. Submitted proposals will be evaluated based on the following criteria:

Evaluation Category	Score
Responder's Qualifications and Experience	20
Method of Approach	30
Interview, Reference, and Quality of Named Staff Resources	20
Pricing	20
Quality and Clarity of Response	10
Total	100

3.8. Contract Negotiations and Award of Contract

Once evaluation is complete, the District intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized within 30 days, the District reserves the right to open negotiations with the next best-ranked Proposer. The selected Proposer will be required to enter into a written contract with the District in a form approved by District legal counsel. Any part of the proposal may be incorporated into and made a part of the final contract.

4. RFP SUBMISSION REQUIREMENTS

4.1. General Instructions

Proposals should provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities and must be organized in a manner consistent with the outline provided in this section.

4.2. Minimum Qualifications

- **Must Be An ESRI Partner and Certified Utility Network Company**
 - Qualified Proposers must be an existing ESRI Business Partner and must be ESRI Utility Network Certified

- **Must Assign an ESRI Utility Network Certified Resource**
 - Qualified Proposers must provide named resource(s) to this project who have the knowledge and expertise to perform the required functions outlined in Section 2 (Scope of Services).

- Must follow industry standards and best practices relative to ESRI’s utility network schema, domains, and relationships

4.3. Proposal Format and Content

Proposals must be structured, presented, and contain the following components at a minimum:

- Cover Letter
- Table of Contents
- Executive Summary
- Company Background
- Company Qualifications
- Named Staff Resources and Contacts
- Method of Approach
- Proposed Services
- List of Possible 3rd Party Software Requirements
- Sample Schedule and Implementation Plan (including detailed list of deliverables for each phase of the engagement)
- References (see Attachment 2)
- Exhibits and Examples
- Cost estimates and Schedules
 - Hourly fee schedule for all personnel that will work on this project
 - Cost estimate for each subsection of the Scope (Sections 2.1 through 2.10)

5. RFP TERMS AND CONDITIONS

5.1. Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

5.2. Gratuities

No person will offer, give or agree to give any District employee or its representatives any gratuity or offer of employment in connection with the award of contract by the District. No District employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity or offer of employment in connection with a District contract.

5.3. Required Review and Waiver of Protests

Proposers should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning this RFP must be made in writing and received by the District no later than April 22, 2024, by 5pm.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the District, in writing, by the deadline for Proposer Questions and Comments.

5.4. Right of Rejection

The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received that does not meet the requirements of this RFP may be considered nonresponsive, and the proposal may be rejected. Proposers must comply with all terms of this RFP and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The District reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFP.

It is recognized that each Responder may have developed unique and typical methods of service delivery. It is not the District's intention to disqualify a Proposer due to variations in services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for award.

5.5. Withdrawal of Submittals

Unauthorized conditions, limitations, or provisions attached to a Submittal may be cause for its rejection. No oral, telegraphic or telephonic Submittals or modifications will be considered. The Submittal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of Submittals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the Submittal's duly authorized representative, and has been filed with the District.

6. ATTACHMENTS

Attachment 1	MCWD Services Agreement and Insurance Requirements
Attachment 2	Client References
Attachment 3	Cyber Liability Insurance and Technology Professional Liability

**Mammoth Community Water District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Mammoth Community Water District, a local government agency (“District”), and _____, a _____ ***[Insert type and jurisdiction of entity]*** (“Contractor”), who agree as follows:

1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to perform the Work properly, competently and completely. Contractor shall determine the method, details and means of doing the Work.

2 Payment

2.1 District shall pay to Contractor a fee based on ***[check one]***:

- ___ Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.
- ___ The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$_____ ***[delete this sentence if not applicable]***. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be

fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal

contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase "Intentionally omitted" if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution

control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. *[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]* Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the "Funding Conditions"). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain

for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as 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
Automobile liability	N/A	N/A
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Technology professional liability	\$1,000,000 per claim	See Attachment 6.4
Cyber liability insurance	\$2,000,000 per claim	See Attachment 6.4

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Mammoth Community Water District

Attn: _____

Mammoth Community Water District, 1315 Meridian Boulevard, Mammoth Lakes, CA 93546

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first-class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Mammoth Community Water District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
 [Name/Title]

ATTACHMENT 2 – Client References (MINIMUM OF THREE REFERENCES REQUIRED)

CLIENT

Client Name:

City and State:

Key Contact Information (name, phone, email):

DETAILS

Duration of Project:

Project Completion Date:

Summary of Project Scope:

ADDITIONAL REMARKS:

ATTACHMENT 3 – Cyber Liability Insurance and Technology Professional Liability

Cyber Liability Insurance. Contractor shall obtain cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If policy is a claims-made policy such coverage shall be continued for five (5) years following the completion of all services and additional service under this agreement. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for minimum of five (5) years after completion of contract work.

Technology Professional Liability (E&O). CONTRACTOR shall obtain technology professional liability, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR under this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If policy is a claims-made policy, such coverage shall be continued for three (3) years following the completion of all services and additional services under this Contract. The retroactive date must be prior to the date this Contract is approved or any services are performed.