

PROFESSIONAL SERVICES AGREEMENT
Maximo Mobile Solution
Specification No. CS-2021-1257BD

THIS AGREEMENT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and Total Resource Management Inc. (TRM) with a principal place of business at 510 King Street, Suite 200 Alexandria, VA 22314 (hereinafter referred to as "Consultant") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, based on Consultant's expertise and experience, OC San desires to temporarily engage Consultant to provide Maximo Mobile Solution "Services" as described in Exhibit "A"; and

WHEREAS, Consultant submitted its Proposal, dated August 4, 2021 ; and

WHEREAS, on October 27, 2021, the Board of Directors, by minute order, authorized execution of this Agreement between OC San and Consultant; and

WHEREAS, OC San has chosen Consultant to conduct Services in accordance with Ordinance No. OC SAN-56; and

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Definitions

- 1.1. As-Built Documentation. The term "As-Built Documentation" means the Baseline Documentation plus the Documentation for any Configuration Changes and Customization Modifications. All "As-Built Documentation" shall supplement and not conflict with the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.
- 1.2. Configuration Changes. The term "Configuration Changes" is defined as any modification or changes other than a Custom Modification.
- 1.3. Consultant Application Software. The term "Consultant Application Software" is defined as any Software owned or sublicensed, installed and/or configured by Consultant as a component of the Services provided, whether in machine readable or printed form, including, but not limited to any applications, modules, subsystems, Interfaces, Configuration Changes, Custom Modifications, Updates and Documentation.
- 1.4. Custom Modification. The term "Custom Modification" is defined as a modification of the Consultant Application Software Source Code or data base structure, which provides new or improved functions or features to address specific requirements of this Agreement.
- 1.5. Defect. The term "Defect" is defined as any error, failure, deficiency, or any other unacceptable variance or failure of the System or any component thereof to fully conform to the warranties and requirements described in this Agreement. With respect to the Consultant Application

Software, the term “Defect” is defined as any error, failure, or deficiency or any other unacceptable variance from any required, specified, or expected program behaviors as may be required by OC San or necessary for the Consultant Application Software to operate correctly and in full compliance with the terms of this Agreement. This includes expected program behaviors as described in any Consultant Application Software Documentation. In the event of a conflict between this Agreement and documentation provided by Consultant to OC San, the terms and conditions of this Agreement shall prevail.

- 1.6. Documentation. The term “Documentation” is defined as all written, electronic, or recorded works including all “As-Built Documentation” that describe the uses, features, functional capabilities, performance standards, and reliability standards of the System, or any subsystem, component, or Interface, and that are published or provided to OC San by Consultant or its subcontractors, including, without limitation, all end user and System administrator manuals, help files, training aids and manuals, training and support guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
- 1.7. Final System Acceptance. The term “Final System Acceptance” shall be defined as that date on which all Services under Section Titled “Project Scope and Deliverable” of Exhibit “A” Scope of Work have been successfully completed by Consultant and accepted by OC San.
- 1.8. Fix Pack. The term “Fix Pack” is defined as a formal release of programming code and Documentation that provides corrections to any Consultant Application Software programs including, but not limited to, bug fixes, error corrections and patches.
- 1.9. Functional, Performance and Reliability Specifications and Requirements. The term “Functional, Performance and Reliability Specifications and Requirements” is defined as all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the System set forth in: (a) this Agreement; (b) any mutually agreed upon Amendment; and (c) any functional and/or technical specifications which are published or provided by Consultant or its licensors or suppliers from time to time with respect to the System or any Products.
- 1.10. Interfaces. The term “Interfaces” is defined as one or more of the specialized software applications developed or sublicensed by Consultant and installed as a part of the Project for the purpose of sharing information (data) between Consultant and/or Consultant Application Software and any other software program or device. Functional requirements for each Interface to be included as a part of the System are provided Exhibit “A”, Scope of Work.
- 1.11. Products. The term “Products” is defined as all Software listed in the “Exhibit “A” Scope of Work.
- 1.12. Project. The term “Project” is defined as the totality of Consultant’s obligation under this Agreement to develop, supply, install, configure, test, implement and maintain the System.
- 1.13. Services. The term “Services” is defined as the implementation, development, training, configuration, loading, testing, project management and other services to be provided by Consultant under this Agreement, including, without limitation, the tasks detailed in Exhibit “A”, Scope of Work.
- 1.14. Software. The term “Software” includes the following components provided and licensed by Consultant under this Agreement: (a) Consultant Application Software; (b) Third-Party Software; (c) Custom Modifications and (d) Interfaces.

- 1.15. System. The term “System” is defined as the collective whole of all Products and Services to be purchased, developed, licensed, supplied, installed, configured, tested and implemented by Consultant under this Agreement.
- 1.16. System Administrator Documentation. Is defined as that portion of the Documentation addressing the operation and maintenance functions of the System.
- 1.17. Third-Party Software. The term “Third-Party Software” is defined as any Software to be supplied under this Agreement that is purchased or licensed directly from any source external to Consultant for use with or integration into the System.
- 1.18. Updates. The term “Updates” is defined as modifications, improvements, additions, and corrections to the Products and/or related Documentation, including functional and/or product enhancements, bug fixes, patches, new releases, new versions, and replacement modules or products that Consultant makes generally available to its customers with or without an additional fee.
- 1.19. Go-Live Support. The term “Go-live Support” is as described in “Exhibit “A” Scope of Work.
- 1.20. Work Product. The term “Work Product” is defined as the Products and Services and all other programs, algorithms, reports, information, designs, plans and other items developed by Consultant under this Agreement, including all partial, intermediate or preliminary versions thereof.

2. Miscellaneous

- 2.1. Access to Premises. OC San shall provide Consultant with reasonable and timely access to the sites and personnel necessary for Consultant to perform its obligations under this Agreement. OC San shall allow Consultant personnel reasonable access to OC San site and facilities (telephone, facsimile, parking, etc.) during normal business hours and at other reasonable times as requested by Consultant and pre-approved by OC San. The assistance or presence of OC San’s personnel will not relieve Consultant of any responsibilities under this Agreement.
- 2.2. Amendments. No amendment or modification to this Agreement is valid unless it is contained in a writing signed by both Parties.
- 2.3. Approvals in Writing. All approvals or consents required or contemplated by this Agreement must be in writing to be effective.
- 2.4. Background Checks and Removal of Personnel. Prior to being allowed to perform any work on this project, all non-OC San personnel assigned to the project may be required to submit to and pass a background check by the Fountain Valley, California Police Department. In addition, OC San shall have the sole and exclusive right to require Consultant to immediately remove any individual from the project for any reason deemed to be in the best interests of OC San. Consultant shall replace any employee removed from the project within ten (10) business days of said removal.
- 2.5. Compliance with Work Rules. Consultant will ensure that, while they are on OC San premises, Consultant’s personnel and subconsultant(s) will comply with OC San’s working rules and policies, including OC San’s security procedures.

2.6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and assigns.

2.7. Advertising. Consultant shall not refer to the existence of this Agreement in any press release, advertising or materials distributed to prospective customers without the prior written consent of OC San.

2.8. This Agreement and all Exhibits hereto (called the "Agreement") is made by OC San and Consultant. The terms and conditions herein exclusively govern the purchase of Services as described in the Scope of Work Exhibit "A".

2.9. Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

Exhibit "A"	Scope of Work
Exhibit "B"	Proposal
Exhibit "C"	Determined Insurance Requirement Form
Exhibit "D"	Contractor Safety Standards
Exhibit "E"	Human Resources Policies
Exhibit "F"	Maximo Software Subscription Agreement

2.10. In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the Exhibits hereto, the provisions of this Agreement shall in all respects govern and control.

2.11. This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

2.12. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

2.13. Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends. OC San will not pay for travel time.

2.14. The term "days", when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.

2.15. The term "workday". Workdays are defined as all days that are not Saturday and Sunday, or OC San observed holidays. Meetings with OC San staff shall be scheduled from Monday through Thursday between the hours of 8 a.m. and 4 p.m. (exception is Operations staff who maintain plant operations 24/7 and work a rotated 12-hour shift) and shall conform to OC San work schedules. OC San review periods shall not include OC San observed holidays.

2.16. OC San holidays (non-working days) are as follows: New Year's Day, Lincoln's Birthday, Presidents' Day Monday, Memorial Day Monday, Independence Day, Labor Day Monday, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

2.17. Consultant shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.

2.18. Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of said services by OC San.

3. Scope of Work

3.1. Subject to the terms of this Agreement, Consultant shall perform the Services identified in Exhibit "A" Scope of Work. Consultant warrants that all of its Services shall be performed in a competent, professional, and satisfactory manner.

3.2. Modifications to Equipment and Facilities. OC San shall be responsible for making OC San-approved modifications identified in an OC San approved, site analysis report. Thereafter, Consultant will be precluded from asserting that it is unable to perform its obligations under this Agreement because of any pre-existing condition. During implementation, any changes to the system or any costs that may be incurred in order to complete the requirements of this Agreement but were not identified in the site analysis report will be the sole and exclusive responsibility of Consultant. In addition, if the system is unable to meet the functional, performance and reliability specifications and requirements in this Agreement after the identified upgrades and changes have been made, then Consultant will be responsible, at its own expense, for making any further upgrades or changes necessary to achieve this result.

4. **Transition** Consultant shall work with OC San to ensure a smooth and efficient transition from OC San's current system to the new System and to minimize disruption to current operations, even if it necessitates working late evening, early morning, or weekend hours. Any required disruptions to OC San's operations shall be scheduled in advance and approved by OC San.

5. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties. A review of the time required for the modification will be made by OC San and Consultant and the Agreement period adjusted accordingly.

6. License

6.1. Grant of License.

6.1.1. Consultant hereby grants to OC San a perpetual, irrevocable, nonexclusive, and nontransferable license under applicable copyrights and/or trade secrets (either site, node locked or per user as specified in Exhibit "A", to use all Consultant application software provided under this Agreement for use by OC San. OC San shall have the right to use all Consultant application software or any portion thereof on any equipment, either locked on a single computer node (as determined by a specific LAN address), as a site license, or concurrently on a number of computer nodes so long as the number of concurrent uses does not exceed the number licensed for the LAN, or on one or more backup computer nodes.

6.1.2. OC San shall have the right to use all Consultant application software as may be necessary in order to operate the system purchased under this Agreement. In addition, OC San shall have the right to use the Consultant application software as necessary to (a) operate the system (b) conduct internal training and testing, and (c) perform disaster recovery, backup, archive and restoration testing and implementation as may be required in OC San's judgment. This license shall apply to all commercially available updates throughout the term of this Agreement. OC San shall have the right to use all Consultant application software licensed under this Agreement on any equipment at

any facility and at any location and may make as many copies of the software as it desires to support its authorized use of the software, provided the copies include Consultant's or the third-party owner's copyright or other proprietary notices.

7. Final System Acceptance

- 7.1. All license rights of third party software shall originate from the manufacturer. All third party software licenses shall be provided to OC San and become effective at the time the product is used by OC San in a live environment.
- 7.2. The approval of Consultant to use Consultant Application Software and Third Party Software and OC San's use of it shall not constitute a waiver of OC San's right to reject the System, in whole or in part, if the requirements for Final System Acceptance are not met.
- 7.3. Limitations on License. Except as licensed to OC San, Consultant retains all of its current rights, title, and interest in the Consultant application software, including derivative works, custom modifications, configuration changes and updates. Unless authorized by Consultant or required by law, OC San will not: (1) make available or distribute all or part of the software to any third party by assignment, sublicense or any other means; or (2) disassemble, decompile, or reverse engineer the software, or allow any third party to do so.
- 7.4. Security. Certain software packages are required to operate in conjunction with a hardware lock device or in conjunction with license administration software and a license authorization key provided by Consultant or its representative. OC San shall take no steps to avoid or defeat the purpose of any required lock device or authorization key. Use of any software package without a required lock device or authorization key shall be unlicensed under this Agreement.
- 7.5. Restricted Access. OC San shall use every reasonable method to restrict access to the Consultant application software, or documentation related thereto, to persons not authorized to use the Consultant application software under the terms of this Agreement. OC San shall not copy the Consultant application software or documentation except as necessary for use under this Agreement. OC San shall not decrypt, reverse compile or disassemble the Consultant application software. OC San shall not export or re-export the Consultant application software or documentation. Furthermore, OC San shall abide by all applicable Federal and State trademark and copyright laws.

8. Compensation Compensation to be paid by OC San to Consultant for the Services provided under this Agreement shall be a total amount not to exceed Two Hundred Ten Thousand Three Hundred Sixty Dollars (\$210,360).

9. California Department of Industrial Relations (DIR) Registration and Record of Wages

- 9.1. To the extent Consultant's employees and/or subconsultants who will perform work for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Consultant and subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
- 9.2. The Consultant and subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.

- 9.3. Pursuant to Labor Code Section 1776, the Consultant and subconsultants shall furnish a copy of all certified payroll records to OC San and/or general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 9.4. The Consultant and subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

10. Payment and Invoicing

- 10.1. OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San's Project Manager or designee, of itemized invoices submitted for Milestones completed as follows:
- A payment equal to 10% of the total cost upon OC San approval of Milestone #1;
 - Payment of Section 2 – Software, as listed in Exhibit "B" Proposal will be made in its entirety during this milestone.
 - A payment equal to 40% of the total cost upon OC San approval of Milestone #2;
 - A payment equal to 10% of the total cost upon OC San approval of Milestone #3;
 - A payment equal to 10% of the total cost upon OC San approval of Milestone #4;
 - A payment equal to 20% of the total cost upon OC San approval of Milestone #5
 - A payment equal to 10% of the total cost upon OC San approval of Milestone #6
- 10.2. OC San, at its sole discretion, shall be the determining party as to whether each milestone has been satisfactorily completed.
- 10.3. Invoices shall be emailed by Consultant to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and CS-2021-1257BD shall be referenced in the subject line.

11. Audit Rights Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

12. Commencement and Term The Services to be provided by Consultant under this Agreement shall commence onbe completed within 180 calendar days from the effective date of the Notice to Proceed.

- 12.1. Effect on Project Schedule. The time periods and requirements set forth in system acceptance, Exhibit A, will not excuse Consultant from complying with the completion dates set forth in the project schedule. Unless otherwise specified, the completion dates set forth in the project schedule constitute the dates by which Consultant must complete the testing required by this Agreement and achieve final system acceptance of the system installed.
- 12.2. Deadline for Final System Acceptance. The system must be fully operational and in full productive use and final system acceptance must occur no later than duration established in section 5 Schedule of Exhibit A.

13. Extensions The term of this Agreement may be extended only by written instrument signed by both Parties.

14. Performance Time is of the essence in the performance of the provisions hereof.

15. Termination

15.1. OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) to the date of termination. Consultant expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost or claim hereunder by Consultant other than for work performed to the date of termination.

15.2. OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Agreement.

15.3. OC San may also immediately terminate for default of this Agreement in whole or in part by written notice to Consultant:

- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
- if Consultant sells its business; or
- if Consultant breaches any of the terms of this Agreement; or
- if total amount of compensation exceeds the amount authorized under this Agreement.

15.4. All OC San property in the possession or control of Consultant shall be returned by Consultant to OC San on demand, or at the termination of this Agreement, whichever occurs first. In addition, Consultant will deliver to OC San all work product currently in existence and for which payment has been made.

15.5. Upon termination or expiration of this Agreement, Consultant will cooperate with OC San to assist with the orderly transfer of services, functions, and operations provided by Consultant under this Agreement to another provider or to OC San as determined by OC San in its sole discretion. Prior to the termination or expiration of this Agreement, OC San may require Consultant to perform those transition services described below that OC San deems necessary to migrate Consultant's work to another provider or to OC San. Transition services may include, but are not limited to the following:

15.5.1. *Pre-Migration*

- 15.5.1.1. Working with OC San to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services;
- 15.5.1.2. Notifying all affected vendors and subconsultants by Consultant; and
- 15.5.1.3. Freezing all non-critical changes to the system.

15.5.2. *Migration and Post-Migration.*

- 15.5.2.1. Performing the transition services plan activities.
- 15.5.2.2. Answering questions regarding the services performed by Consultant or the System on an as-needed basis;
- 15.5.2.3. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

16. Indemnification and Hold Harmless Provision Consultant shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by Consultant's services under this Agreement, or by its subconsultant(s) or by anyone directly or indirectly employed by Consultant, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Consultant shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with Consultant's performance under the Agreement, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process, or any patented or unpatented invention, article or appliance, furnished or used under the Agreement, and/or (c) on account of any goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Consultant or anyone employed by or working under Consultant. To the maximum extent permitted by law, Consultant's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.

17. Insurance Consultant and all subconsultants shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form, Exhibit "C". Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to maintain required insurance coverage shall result in termination of this Agreement.

18. Warranty

18.1. System Warranty. Consultant warrants that the System will meet the Functional, Performance and Reliability Specifications and Requirements as defined in this Agreement. As applicable, the System and/or each of its subsystems, components and Interfaces will be capable of operating fully and correctly in conjunction with the System Hardware. Consultant warrants that for the term of this Agreement, the System will perform as described in Exhibit "A" Scope of Work, and in material and workmanship and will remain in good working order. In the event the System does not meet these warranties, Consultant shall provide, at no charge, the necessary software, hardware, and/or services required to attain the levels or standards contained in these warranties.

18.2. Consultant Application Software Warranties. Consultant warrants that it owns or otherwise has the right to license the Consultant application software to OC San and that it possesses all rights and interests necessary to enter into this Agreement. In addition, Consultant warrants that:

18.2.1. All Consultant application software licensed under this Agreement is free of known

Defects, viruses, worms and Trojan horses, or otherwise (except for documented security measures such as password expiration functions);

18.2.2. During the term of the Agreement; the Consultant Application Software will meet or exceed the Functional, Performance and Reliability Specifications and Requirements herein;

18.2.3. Consultant Application Software is and will be general release versions that have been fully tested at Consultant's site in accordance with best industry practices, and are not beta or pre-release versions (unless agreed to in writing by OC San); and,

18.2.4. Custom Modifications and Interfaces have been fully tested in accordance with best industry practices and are free of known Defects. Consultant further agrees that during the term of this Agreement, Consultant will provide OC San, if OC San so desires, with any Updates at no additional cost (including any and all costs associated with the installation of those Updates) immediately upon their commercial availability to any other entity.

18.3. Work Quality Warranty. Consultant warrants that all work performed by Consultant and/or its subcontractors under this Agreement will conform to best industry practices and will be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge to do so.

18.4. Regulatory Warranty. Consultant warrants that, for the Term of this Agreement, the System will comply with all processing and reporting requirements for State and Federal laws, and regulations. If the Software requires updating due to a change in a State or Federal law, or regulation, affecting OC San, Consultant will provide these changes per a mutually agreed to schedule at no additional charge to OC San. Notwithstanding this provision, in no event shall Consultant provide said update later than the date required by the State or Federal law or regulation affecting OC San. In the event OC San is notified of a change in State or Federal law or regulations that requires updating the Software, OC San will notify Consultant of that change as soon as reasonably possible.

18.5. Documentation Warranty. Consultant warrants that, for the Term of this Agreement, the Documentation for all licensed Consultant Application Software will be complete and accurate in all material respects. The Documentation will be revised to reflect all Updates and Interfaces provided by Consultant under this Agreement. This includes Documentation on any Custom Modification or Configuration Changes made to the System by Consultant during the installation process.

18.6. Service Warranty. During the term of this Agreement, Consultant warrants that it will remedy any failure, malfunction, Defect or nonconformity in the System, as follows:

18.6.1. Priority One (P1) Defects. For purposes of this Warranty, a P1 Defect includes, but is not limited to, loss of data, data corruption, a System or subsystem abort, any condition where productive use of the System or any component thereof is prohibited and no acceptable workaround is available. Examples of P1 Defects include, but are not limited to:

18.6.1.1. System is down

18.6.1.2. Application, module or Interface is down or non-operational

- 18.6.1.3. An Interface or application critical to System operation is substantially impaired or problematic
 - 18.6.1.4. Loss of data or data corruption after data has been entered
 - 18.6.1.5. A subsystem or component thereof is non-functional
 - 18.6.1.6. Productive use is prohibited
 - 18.6.1.7. two or more workstations or mobile devices lock up or malfunction intermittently
 - 18.6.1.8. a user cannot log on to the System
- 18.6.2. Priority Two (P2) Defects. For purposes of this Warranty a P2 Defect includes, but is not limited to, compromise of the primary purpose of the System, subsystem or Interface to an external system. Productive use by the end user is substantially impacted and an acceptable workaround is not available. Examples of P2 Defects include, but are not limited to:
- 18.6.2.1. a Software function does not work correctly (enter an example, if possible)
 - 18.6.2.2. The user cannot produce a report with correct calculations
 - 18.6.2.3. System, subsystem or an Interface performance is deemed unacceptable per the Functional, Performance, and Reliability Specifications and Requirements.
 - 18.6.2.4. Incorrect cross streets are displayed on a verified address or location
 - 18.6.2.5. Cannot create a scheduled event
 - 18.6.2.6. A single workstation or mobile device locks up or malfunctions intermittently
- 18.6.3. Priority Three (P3) Defects. For purposes of this Warranty, a P3 Defect includes, but is not limited to, incomplete operation of a System component which impacts productivity of staff but an acceptable workaround is generally available. Examples of P3 Defects include but are not limited to:
- 18.6.3.1. Single workstation or mobile device locks up intermittently but infrequently
 - 18.6.3.2. Minor deficiencies occur intermittently in any component of the System
 - 18.6.3.3. A mapping function doesn't work but the failure does not interfere with the user's ability to perform required tasks
 - 18.6.3.4. A report does not function or report provides incorrect results
 - 18.6.3.5. An incorrect message is presented in a dialog box
- 18.6.4. Priority Four (P4) Defects. For purposes of this Warranty, a P4 Defect consists of those problems deemed by OC San to be mainly cosmetic. Examples of P4 Defects include, but are not limited to:
- 18.6.4.1. A misspelled word in the header of a report or in a help file
 - 18.6.4.2. A minor error in output that does not interfere with the correct outputting of statistics from the system
 - 18.6.4.3. Minor printing errors in a report that does not impede OC San's ability to utilize the report for the required purpose.
 - 18.6.4.4. Minor variances in text where the help file does not match the Documentation
 - 18.6.4.5. Minor variances in text where the Documentation doesn't match the functionality but the System works properly
 - 18.6.4.6. A print button doesn't work but the user can still print without opening or closing multiple windows or losing data or rebooting the System.
- 18.6.5. Multiple Failures. Any situation involving multiple, contemporaneous failures,

regardless of their individual priorities, will be regarded as a Priority One Defect if, in OC San's determination, the situation results in OC San having essentially no productive use of the System or a major subsystem.

18.6.6. Permanent Cure. If OC San accepts a workaround or other temporary cure as the remedy for any reported Defect, Consultant shall provide and install at no cost to OC San a permanent correction or cure and installation support within ten (10) days after the permanent cure becomes available.

18.6.7. Third-party Warranty Coverage. Third-party products are provided with a pass-thru-warranty from the original manufacturer.

19. Key Personnel Personnel, as provided in Exhibit "B", are considered "key" to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San's request. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement.

20. Confidentiality and Non Disclosure

20.1. Consultant acknowledges that in performing the Services hereunder, OC San may have to disclose to Consultant orally and in writing certain confidential information that OC San considers proprietary and has developed at great expense and effort.

20.2. Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of OC San.

20.3. Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.

20.4. Consultant agrees as follows:

- To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.
- To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
- To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.
- To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

20.5. The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.

21. Ownership of Documents All drawings, specifications, reports, records, documents,

memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San's Project Manager or designee, or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San's sole risk and without liability to Consultant. Consultant shall ensure that all its subconsultants shall provide for assignment to OC San of any documents or materials prepared by them.

22. Ownership of Intellectual Property

- 22.1. Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to OC San as its sole and exclusive property.
- 22.2. Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San's request, Consultant agrees to assist OC San, at OC San's expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and confidential information.
- 22.3. Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.
- 22.4. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with these Services shall be delivered to and shall become the exclusive property of OC San. OC San may utilize these documents for OC San applications on other projects or extensions of this project, at its own risk.

23. Infringement Claims If an infringement claim occurs, Consultant has thirty (30) days after the receipt of OC San's written notice of the claim or the date on which Consultant first becomes aware of the claim, whichever is sooner, to either: (a) procure for OC San the right to continue using the affected Product, Service, subsystem, component or Interface and deliver or provide the Product, Service, subsystem, component, or Interface to OC San; or (b) repair or replace the infringing Product, Service, subsystem, component, or Interface so that it becomes non-infringing, provided the performance of the System or any subsystems, components, or Interfaces is not adversely affected by the replacement or modification. In the event Consultant is unable to comply with either subsection (a) or (b) of this paragraph within thirty (30) days, OC San may terminate this Agreement without any further obligation to Consultant. In the event of termination, in addition to any other legal remedies available to OC San, Consultant will refund OC San within ten (10) days of OC San's notice of termination, the license fees OC San paid to Consultant for the Product, Service, subsystem, component or Interface. If the inability to comply

with either subsection (a) or (b) of this paragraph causes the System to fail to meet the Functional, Performance and Reliability Specifications and Requirements or to otherwise become ineffective, Consultant will refund OC San all fees paid to Consultant under this Agreement.

24. No Solicitation of Employees

- 24.1. Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following termination of this Agreement, or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.
- 24.2. Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement, Consultant will pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.

25. Independent Contractor Capacity

- 25.1. The relationship of Consultant to OC San is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.
- 25.2. Consultant shall act independently and not as an officer or employee of OC San. OC San assumes no liability for Consultant's action and performance, nor assumes responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for Consultant.
- 25.3. Consultant shall not be considered an agent of OC San for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract or undertaking. Consultant shall not use OC San's name in its promotional material or for any advertising or publicity purposes without expressed written consent.
- 25.4. Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.
- 25.5. Consultant shall be obligated to pay any and all applicable Federal, State and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages or penalties suffered by OC San arising out of Consultant's breach of this provision.
- 25.6. Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.

26. Licenses, Permits Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualification and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement will

be paid by Consultant.

27. Consultant's Representations In the performance of duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence for their trade/profession. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.

28. Familiarity with Work By executing this Agreement, Consultant warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Consultant's risk, until written instructions are received from OC San.

29. Right to Review Services, Facilities, and Records

29.1. OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement, and Consultant agrees to cooperate to the fullest extent possible.

29.2. Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.

29.3. The right of OC San to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.

30. Force Majeure Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Agreement.

31. Severability If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

32. Waiver The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.

33. Survival: All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement will survive the termination of this Agreement,

including, without limitation, the following Sections and Paragraphs:

- Payment
- License
- Audit
- Independent Contractor
- Warranties
- Indemnification
- Obligations Upon Expiration or Termination
- Transition of Services
- Confidentiality and Nondisclosure
- Forum for Enforcement

34. Remedies In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the goods or Services or repudiates its obligations under this Agreement, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, OC San may (1) terminate the Agreement; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) “cover” by purchasing, or contracting to purchase, substitute goods or Services for those due from Consultant. In the event OC San elects to “cover” as described in (3), OC San shall be entitled to recover from Consultant as damages the difference between the cost of the substitute goods or Services and the Agreement price, together with any incidental or consequential damages.

35. Governing Law This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof.

36. Environmental Compliance Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its sub-consultants, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.

37. Attorney’s Fees If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

38. Dispute Resolution

38.1. In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County (“JAMS”), or any similar organization or entity conducting an alternate dispute resolution process.

38.2. In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding

pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

39. Damage to OC San's Property Any OC San property damaged by Consultant will be subject to repair or replacement by Consultant at no cost to OC San.

40. Contractor Safety Standards and Human Resources Policies OC San requires Consultant and its subconsultants to follow and ensure their employees follow all Federal, State and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Agreement it is discovered that Contractor Safety Standards do not comply with Federal, State or local regulations, then the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant and all of its employees and subconsultants, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".

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

42. Assignments Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.

43. Changes In Control of Consultant

43.1. In the event of a change in Control of Consultant, OC San shall have the option of terminating this Agreement by written notice to Consultant. Consultant shall notify OC San within ten (10) days of the occurrence of a change in Control. As used in this Section, "Control" is defined as the possession, direct or indirect, of either:

43.1.1. the ownership or ability to direct the voting of fifty-one percent (51%) or more of the equity interests, value, or voting power in Consultant; or

43.1.2. the power to direct or cause the direction of the management and policies of Consultant, whether through ownership of voting securities, by contract, or otherwise.

44. Conflict of Interest and Reporting

44.1. Consultant shall at all times avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.

44.2. Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's families, business or financial interest or its Services under this Agreement, and in the event of change in either its private interests or Services under this Agreement, it will raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.

45. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.

- 46. Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 47. Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
- 48. Read and Understood** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
- 49. Entire Agreement** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

50. Notices All notices under this Agreement must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OC San: Heather Park, Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

Consultant: Jason Thrower, Account Manager
Total Resource Management Inc.
510 King Street, Suite 200
Alexandria, VA 22314

Each party shall provide the other party written notice of any change in address as soon as practicable.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Agreement to be signed by the duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
John B. Withers
Board Chairman

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing and Contracts Manager

Total Resource Management Inc.

Dated: _____ By: _____

Print Name and Title of Officer

CMM:BG:

EXHIBIT A
SCOPE OF WORK
For
Maximo Mobile Solution

**EXHIBIT A
SCOPE OF WORK
Maximo Mobile Solution
CS-2021-1257BD**

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, OC San has safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day OC San treats approximately 185 million gallons of wastewater. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. OC San's facilities include 587 miles of sewer pipes, located throughout the county, and 2 treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict Federal, State, and local standards.

1 PURPOSE

The Orange County Sanitation District is seeking a qualified Consultant to implement a Mobile solution for Maximo Warehouse and Inventory Applications. The software is used for the collection and reporting of instrumentation data from calibration, maintenance and inspection activities performed on equipment used in the plant processes, in accordance with various regulatory requirements and process systems sustainability.

2 SUMMARY OF DESCRIPTION OF GOODS/SERVICES TO BE PROVIDED

The software shall be capable of providing warehouse and inventory functionality on a mobile device in both connected and disconnected mode. The software shall work seamlessly with existing business rules and logic written using TRM Rules Manager. The service provided by the Consultant includes but is not limited to project management, implementation, installation, configuration, integration, training, and documentation.

The Consultant shall work with OC San staff and its consultant(s) in designing and implementing the integration of the software with the existing Maximo Asset Management software.

3 PROJECT MANAGEMENT SERVICES REQUIRED

3.1 Consultant shall provide project management Services for the duration of the Agreement and is responsible to attend all scheduled project meetings, develop and submit weekly progress reports as outlined by the OC San Project Manager, and serve as the single point of contact for project communications.

3.2 Consultant shall maintain a weekly updated project schedule (including: project milestones, estimated level of effort, and proposed resource requirements) in a format approved by the OC San Project Manager and include this item in status reports to the OC San Project Manager or as otherwise directed by the OC San Project Manager. Consultant will follow the processes/guidelines of the Project Management Body of Knowledge (PMBOK) published by the Project Management Institute.

3.3 Project Management services include but are not limited to the following:

- 3.1.1 Assign a project manager dedicated directly to this project. A Project Management Professional (PMP) certification is preferred.
- 3.1.2 Identify and provide a senior level associate familiar with the Scope of Work, to be available to OC San during the duration of the Agreement to resolve project team or implementation issues that cannot be resolved at the project manager's level of authority.
- 3.1.3 Identify and provide all "key" project members; "key" project members will not be changed during the duration of the Agreement without written approval by the OC San Project Manager.
- 3.1.4 Provide a formal Project Charter to be jointly developed by the Consultant and OC San project team. OC San will have the final approval on the Project Charter.
- 3.1.5 Prepare and submit a project communications plan to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.1.6 Prepare and submit a change management plan to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.1.7 Prepare and submit a project schedule and work breakdown structure for the project and each project element to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.1.8 Prepare and submit weekly status reports to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.1.9 Prepare and submit a quality assurance plan to the OC San Project Manager for approval, in a format consistent with PMBOK.
- 3.1.10 Project Kickoff Meeting – Consultant shall conduct a project kick-off meeting with OC San staff to introduce key members of the Consultant 's team within 2 weeks of the effective date of the Notice To Proceed (NTP). The discussion topics will be established by the OC San Project Manager and may include, but not be limited to: OC San's responsibilities, Consultant's responsibilities, project schedule, communication plan, and project methodology for successful implementation.
- 3.1.11 Progress Meetings – The Consultant shall meet with OC San as required throughout the duration of the Agreement. Weekly project management meetings with the Consultant will be required. These meetings will be conducted via conference call or WebEx.
- 3.1.12 OC San Coordination - OC San will coordinate with Consultant during all phases of the project. Coordination will include but not be limited to the following:
 - 3.1.12.1 Assistance from OC San staff or subject matter experts as needed to develop, test, and implement the software.
 - 3.1.12.2 Other assistance as requested by Consultant and approved by the OC San Project Manager to support the project efforts.
 - 3.1.12.3 Access to OC San resources must be planned to ensure OC San staff are able to accomplish their primary task assignments within the organization. Consultant shall coordinate resource requests with the OC San Project Manager at a minimum of 2 weeks in advance of the actual need. Resources are identified but not limited to: OC San staff, OC San computer or network systems, OC San hardware not related to Information Technology systems.

3.1.12.4 On-going coordination with OC San resources shall be managed by the OC San Project Manager.

4 PROJECT SCOPE AND DELIVERABLES

4.1 MILESTONE 1 - Detail Requirements and Design – Consultant shall conduct detailed requirements analysis to clarify Consultant’s understanding of OC San’s current procedure and process workflow. This includes either on-site or virtual interviews and meetings to review, discuss and document business requirements, existing business rules, existing business practices and the business process currently in effect at OC San. Consultant will conduct meetings with applicable OC San staff and management, discuss and review the results of the interview process and update OC San’s business rules, business practices and workflow as may be necessary to adequately prepare for the implementation process. Consultant will include in this process a detailed workflow analysis and prepare flowcharts and diagrams as applicable and necessary for the project. Consultant will work with OC San staff to determine the role base assignment. All final business rules, business processes and workflow documented for planned use in the project shall be prepared in written form including applicable flow charts and subject to the OC San Project Manager’s approval prior to completion of the project.

Payment for Milestone No. 1 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager’s acceptance of the final version of the submittal. Payment for Milestone No. 1 will include the following:

Milestone 1 Deliverables:

- Workflow diagrams and flowcharts
- Business practices and process
Role based assignment

4.2 MILESTONE 2 - System Implementation, Configuration, and Integration – Consultant shall work with OC San staff and its consultant(s) to implement the selected software. The Software and Services provided shall include, but not be limited to the following:

- 4.2.1 Ability to work in both connected and disconnected mode
- 4.2.2 Ability to function with existing business rules and logic implemented using TRM Rules Manager
- 4.2.3 Ability to support multiple mobile operating systems and device form factors
- 4.2.4 Ability to support warehouse receiving functionality. The functionality shall include, but not be limited to the following:
 - Ability to search by Purchase Order number and pull up information related to the Purchase Order
 - Ability to choose specific item(s) and quantities to receive
 - Ability to input packing slip/order/delivery number
 - Ability to view and update item image during receiving
 - Ability to print the Purchase Order Receiver report
 - Ability to manually input and view discrepancy information related to a Purchase Order

- Ability to void receipts and enter reason for voiding
- 4.2.5 Ability to support warehouse issues and returns functionality. The functionality shall include, but not be limited to the following:
- Ability to search inventory usage records based on but not limited to employee id, workorder number, and record status
 - Ability to see item number, bin location, and available quantity
 - Ability to change status of inventory usage record
 - Ability to view and update item image during issues and returns
 - Ability to issue all usage lines on status change of usage record to COMPLETE
 - Ability to manually input information relevant to returns including but not limited to warehouse, workorder number, subledger, item number, lot, and quantity to be returned
 - Ability to return multiple items under single usage record
 - Ability to create a new inventory usage record
- 4.2.6 Ability to support warehouse cycle count functionality. The functionality shall include, but not be limited to the following:
- Ability to pull up cycle counts based on existing queries
 - Ability to sort / filter counts based on criteria including but not limited to bin location and item number
 - Ability to do blind counts
 - Ability to input and save physical count
 - Ability to view and update item image during cycle count
 - Ability to correct physical count of previous counter
 - Ability to rectify counts upon completion
- 4.2.7 Support at least 10 user accounts with groups in multiple facilities.
- 4.2.8 Consultant must provide support for installation and configuration of the product
- 4.2.9 Consultant must provide support for integration of the product with existing systems like Maximo
- 4.2.10 Consultant must provide end user training for at least 10 users, and system administration training for at least 4 users
- 4.2.11 Consultant must provide project management services for implementation of the software system
- 4.2.12 Consultant shall work with OC San staff and its consultant(s) to design and implement integration of its software system with Maximo

Payment for Milestone No. 2 shall be forty percent (40%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 2 will include the following:

Milestone 2 Deliverables:

- An Instrumentation Data Management software that is integrated with the existing IBM Maximo Asset Management System that delivers all functions listed above to enhance the safe execution of maintenance and operations related work.

4.3 MILESTONE 3 – Training – Consultant shall develop training material and provide training to at least 15 OC San staff. All training material shall be reviewed and approved by the OC San Project Manager prior to the start of the training class. Training shall be role-based and be held on OC San’s property using OC San training environment with OC San specific data. Consultant will develop all role base training and reference materials for OC San staff for review and approval prior to training session. The Consultant will develop and conduct training based on, but not limited to, the following roles:

- 4.3.1 System Administrator
- 4.3.2 Data Form creation and modification
- 4.3.3 Field User
- 4.3.4 Report configuration and generation
- 4.3.5 Change Management configuration and audit

Payment for Milestone No. 3 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager’s acceptance of the final version of the submittal. Payment for Milestone No. 3 will include the following:

Milestone 3 Deliverables:

- Role-based training manuals
- Role-based training for at least 15 OC San staff

4.4 MILESTONE 4 - Knowledge Transfer – Consultant shall work with OC San staff to transfer knowledge. Consultant shall conduct periodic knowledge transfer sessions. These sessions will be performed with the OC San Project Manager and assigned IT personnel.

- 4.4.1 The scope of these sessions will include, but not be limited to:
 - 4.4.1.1 Review of all existing documentation
 - 4.4.1.2 Actual hands-on installation and setup of the software and tools being used for the project
 - 4.4.1.3 Setup of the data and database connections to the software and tools, a demonstration of how the software and tools work and how to maintain and upgrade the data.
 - 4.4.1.4 Consultant shall also provide a hands-on review of the installation of any custom applications, tools and steps relating to the installation or setup.

Payment for Milestone No. 4 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager’s acceptance of the final version of the submittal. Payment for Milestone No. 4 will include the following:

Milestone 4 Deliverable:

- Scheduled knowledge transfer session throughout the duration of the Agreement.

4.5 MILESTONE 5 - Testing, Go-live, and Support – Consultant shall develop a comprehensive formal testing process approved by the OC San Project Manager. Consultant shall develop a test plan for each component/module or system function establishing roles/responsibilities of team members for each test plan. Consultant shall develop and load test data into a test system and facilitate the completion of each test plan.

- 4.5.1 Testing shall be coordinated with efforts between the OC San Project Manager, OC San Technical Lead, and OC San staff.
- 4.5.2 All testing procedures shall be developed and documented by Consultant and submitted to OC San for review and approval no less than 2 weeks before testing begins. Testing scenarios shall reflect real-world processes and situations encountered by OC San employees.
- 4.5.3 Prior to moving the software into a production environment, Consultant shall remedy all known defects and install and test the most current, commercially available fix pack(s) from IBM and remedy all problems and deficiencies that may surface during that process.
- 4.5.4 All tests shall be performed on-site at OC San on standard computers and servers with OC San standard software and hardware.
- 4.5.5 Tests shall not be considered complete until the OC San Project Manager and assigned IT personnel are satisfied that the software and data performed properly and is compliant with OC San standards in accordance with the Scope of Work. All training shall be completed prior to go-live.
- 4.5.6 Upon successful completion of testing and written certification by Consultant that the software is complete in all respects, and all known defects have been remedied by Consultant, the software will be prepared for live operations.
- 4.5.7 Consultant shall provide dedicated remote support during go-live for not less than 15 business days. If the module is deemed not functioning, then the response time will be 4 hours next business day. If defects surface during that period, OC San reserves the right to require Consultant to remain on-site until the software is stable and material defects have been remedied.

Payment for Milestone No. 5 shall be twenty percent (20%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal. Payment for Milestone No. 5 will include the following:

Milestone 5 Deliverables:

- Test plan
- User acceptance test
- System test
- Go-live
- Go-live support

4.6 MILESTONE 6 - Project Documentation – All project-related documentation shall be updated and provided to OC San prior to training.

- 4.6.1 Project documentation shall include, but not be limited to: hardware configuration, software configuration, security setup and administration, training manuals, collected data, installation procedures, and testing procedures.

4.6.2 All documentation shall be delivered in the form of electronic files. All project documentation deliverables shall be in their original format (e.g., Word or Excel). The final documentation deliverable shall consist of a complete set of electronic user manuals and electronic system administration manuals exclusive of IBM-MAXIMO user/system manuals procured by OC San.

Payment for Milestone No. 6 shall be ten percent (10%) of the not to exceed amount of the Agreement. Payment for Milestone No. 1 is contingent upon the assigned OC San Project Manager’s acceptance of the final version of the submittal. Payment for Milestone No. 6 will include the following:

Milestone 6 Deliverables:

- Software/Application configuration.
- Software/Application security setup.
- Software/Application workflow documentation.
- Software/Application test plans and test plan results.
- Finalized version of workflow diagrams & flowcharts
- Finalized version of standard operating procedures
- Finalized version of training manuals

All other documentation generated by other project tasks (e.g., status reports, logs, and training materials)

5 SCHEDULE

Consultant shall adhere to the following deadlines in creating its schedule and work breakdown structure for accomplishing the SOW. Consultant shall coordinate all meetings and presentations with the assigned OC San representative. All meetings and presentations will be held at OC San’s Plant 1 facility located in the City of Fountain Valley.

ACTIVITY	DEADLINE
Notice to Proceed (NTP)	NTP = Effective Date
Kick-Off Meeting	NTP + 21 Calendar Days
Detail Requirements and Design	NTP + 42 Calendar Days
System Implementation, Configuration, and Integration	NTP + 90 Calendar Days
Project Documentation	NTP + 120 Calendar Days
Training	NTP + 135 Calendar Days
Knowledge Transfer	NTP + 180 Calendar Days
Testing and Go-Live	NTP + 180 Calendar Days