

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT
IMPLEMENTATION OF SERVICENOW ITSM SOFTWARE
Specification No. CS-2021-1244BD**

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 Computer Aid, Inc. with a principal place of business at 10 South La Salle Street, Suite 1000, Chicago, IL 60603 (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 for the implementation of ServiceNow IT Service Management ("ITSM") software, ("Services") as described in Exhibit "A"; and

WHEREAS, Consultant submitted its Proposal, dated July 16, 2021; and

WHEREAS, on November 17, 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 provide the 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 Custom 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. User acceptance. The term "User acceptance" shall be defined as that date on which all Services under the section 5.16. entitled "Deliverables" 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 changes pursuant to section 5, Modifications to Scope of Work, below; 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 Modification 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. Amendments. No amendment or modification to this Agreement is valid unless it is contained in a writing signed by both Parties.
- 2.2. Approvals in Writing. All approvals or consents required or contemplated by this Agreement must be in writing to be effective.
- 2.3. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and assigns.
- 2.4. 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.
- 2.5. 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 Exhibit "A" Scope of Work.
- 2.6. Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.
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|---------------|---------------------------------------|
| Exhibit "A" | Scope of Work |
| Exhibit "B" | Proposal |
| Exhibit "B-1" | Cost Proposal Best and Final Offer |
| Exhibit "C" | Determined Insurance Requirement Form |
| Exhibit "D" | Contractor Safety Standards |
| Exhibit "E" | Human Resources Policies |
- 2.7. 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.

- 2.8. 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.
- 2.9. 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.
- 2.10. Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends. OC San will not pay for travel time.
- 2.11. The term “days”, when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.
- 2.12. 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.
- 2.13. 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.
- 2.14. Consultant shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 2.15. 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 the Services by OC San.
3. **Scope of Work** 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.
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. **User Acceptance** 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 User acceptance are not met.
7. **Compensation** The compensation to be paid by OC San to Consultant for the Services provided under this Agreement shall be a total amount not to exceed Four Hundred Seventy-four Thousand, Five Hundred Five Dollars (\$474,505.00).

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

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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).

9. Payment and Invoicing

- 9.1. 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 in accordance with Exhibit "A", at the prices identified in Exhibit "B-1". OC San, at its sole discretion, shall be the determining party as to whether the Milestones have been satisfactorily completed.
- 9.2. Invoices shall be emailed by Consultant to OC San Accounts Payable at APStaff@OCSan.gov and "INVOICE" with the Purchase Order Number and CS-2021-1244BD shall be referenced in the subject line.

10. 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.

11. Term

- 11.1. The Services provided under this Agreement shall be completed within two hundred seventy (270) calendar days from the effective date of the Notice to Proceed.
- 11.2. Annual Maintenance and Software Licensing shall commence upon completion of all Milestones and continue for the period of one (1) year.

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

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

14. Termination

- 14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

15. 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.

16. 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.

17. Warranty

17.1. System Warranty. Consultant warrants that the System will meet the Functional, Performance and Reliability Specifications and Requirements as defined in this Agreement. 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 Exhibit "B" Proposal, respectively 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.

17.2. Application Software

17.2.1. 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);

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

17.2.3. 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

17.2.4. 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.

17.3. 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.

17.4. 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 regulation that requires updating the Software, OC San will notify Consultant of that change as soon as reasonably possible.

17.5. 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.

17.6. 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:

17.6.1. 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:

- 17.6.1.1. System is down
- 17.6.1.2. Application, module or Interface is down or non-operational
- 17.6.1.3. An Interface or application critical to System operation is substantially impaired or problematic
- 17.6.1.4. Loss of data or data corruption after data has been entered
- 17.6.1.5. A subsystem or component thereof is non-functional
- 17.6.1.6. Productive use is prohibited
- 17.6.1.7. two or more workstations or mobile devices lock up or malfunction intermittently
- 17.6.1.8. a user cannot log on to the System

17.6.2. 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:

- 17.6.2.1. a Software function does not work correctly
- 17.6.2.2. The user cannot produce a report with correct calculations
- 17.6.2.3. System, subsystem or an Interface performance is deemed unacceptable per the Functional, Performance and Reliability Specifications and Requirements.
- 17.6.2.4. Incorrect cross streets are displayed on a verified address or location
- 17.6.2.5. Cannot create a scheduled event
- 17.6.2.6. A single workstation or mobile device locks up or malfunctions intermittently

17.6.3. 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:

- 17.6.3.1. Single workstation or mobile device locks up intermittently but infrequently
- 17.6.3.2. Minor deficiencies occur intermittently in any component of the System
- 17.6.3.3. A mapping function doesn't work but the failure does not interfere with the user's ability to perform required tasks
- 17.6.3.4. A report does not function or report provides incorrect results
- 17.6.3.5. An incorrect message is presented in a dialog box

17.6.4. 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:

- 17.6.4.1. A misspelled word in the header of a report or in a help file
- 17.6.4.2. A minor error in output that does not interfere with the correct outputting of statistics from the system

17.6.4.3. Minor printing errors in a report that does not impede OC San's ability to utilize the report for the required purpose.

17.6.4.4. Minor variances in text where the help file does not match the Documentation

17.6.4.5. Minor variances in text where the Documentation doesn't match the functionality but the System works properly

17.6.4.6. 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.

17.6.5. 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.

17.6.6. 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.

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

18. 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.

19. Confidentiality and Non Disclosure

19.1. 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.

19.2. 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.

19.3. Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation, without OC San's prior written consent, any of OC San's data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.

19.4. 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.

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

20. 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 assign to OC San any documents or materials prepared by such subconsultants.

21. Ownership of Intellectual Property

21.1. 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.

21.2. 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.

21.3. Consultant warrants that Consultant will ensure that it 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.

21.4. 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.

22. 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.

23. No Solicitation of Employees

- 23.1. 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.
- 23.2. 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.

24. Independent Contractor Capacity

- 24.1. 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.
- 24.2. 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.
- 24.3. 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 from OC San.
- 24.4. Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, workers' compensation, disability insurance, vacation, holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, workers' compensation or other insurance as well as licenses and permits usual or necessary for providing the Services hereunder.
- 24.5. 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.
- 24.6. 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.

25. 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.

26. 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.

27. 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.

28. Right to Review Services, Facilities, and Records

28.1. 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.

28.2. 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.

28.3. 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.

29. 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 of the Parties or may be eliminated from the Agreement.

30. 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.

31. 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.

32. 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 and Invoicing
- Licenses, Permits
- Audit Rights
- Independent Contractor Capacity
- Warranty
- Indemnification and Hold Harmless Provision
- Termination (and obligations upon expiration or termination of the Agreement)
- Transition
- Confidentiality and Non Disclosure
- Governing Law

33. 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.

34. 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.

35. 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 subconsultants, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.

36. Attorney's Fees If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution 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.

37. Dispute Resolution

37.1. 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.

37.2. 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.

38. 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.

39. 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 the Contractor Safety Standards while working at OC San locations. If during the course of the Agreement it is discovered that the 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 as Exhibit "D" and the Human Resources Policies in Exhibit "E".

40. 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.

41. 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.

42. Changes In Control of Consultant

42.1. 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:

42.1.1. *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*

42.1.2. *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.*

43. Conflict of Interest and Reporting

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

43.2. 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.

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

45. 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.

46. 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.

47. Read and Understood By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.

48. 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.

49. 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: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

Consultant: Thomas C. Weaver
Executive Vice President, West/Midwest Region
Computer Aid, Inc.
10 South La Salle Street, Suite 1000
Chicago, IL 60603

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

[Intentionally left blank. Signatures follow on the next page.]

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

COMPUTER AID, INC.

Dated: _____ By: _____

Print Name and Title of Officer

CMM

Exhibit “A”
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK
IMPLEMENTATION OF SERVICENOW ITSM SOFTWARE
SPECIFICATION NO. CS-2021-1244

EXECUTIVE SUMMARY / OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have 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.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. Our facilities include 388 miles of sewer pipes, located throughout the country, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

1.0 PURPOSE

OC San is seeking a Consultant to implement services of the ServiceNow ITSM solution. The products and any associated services that may be provided by Consultant are referred to herein singularity as “Products” and/or “Services” or combined as “Products/Services”.

2.0 PROJECT BACKGROUND

OC San is currently using an outdated on-premises ITSM (BMC Footprints) to support its information technology (IT) services. This application is used for:

- Incident Management
- Service Management
- Change Management
- Knowledgebase
- Asset Discovery and Management
- Configuration Management Database (CMDB)

OC San is now seeking to implement ServiceNow as the new cloud-based ITSM solution. OC San will also require an assessment of how its current Information Technology (“IT”) processes can be supported by ServiceNow’s ITSM solution. The Consultant shall provide analysis, process migration, consultation, implementation, training, and licensing requirements recommendations to support the implementation of ServiceNow’s ITSM solution with state-of-the-art functionality.

3.0 OBJECTIVE

OC San’s IT Division is seeking a qualified Consultant to provide consultation and implementation services for ServiceNow’s ITSM solution to replace its existing BMC Footprints software, and to expand the features and functions necessary to support the ITSM processes listed below in accordance with the Information Technology Infrastructure Library 4 (“ITIL 4”) framework.

Consultant shall provide analysis, migration, consultation, implementation, training, and licensing requirements recommendations to support the implementation of the ServiceNow service components listed below. Single Sign On with Microsoft Azure Active Directory (Azure AD)

- Customizable Landing Pages for Agents
- Customizable Reports
- Customizable Performance Analytics Dashboards
- User Self Service Portal with Landing Page
- Automated Incident and Service Request Assignments
- Incident Management
- Service Management
- Change Management
- Release Management
- Problem Management
- Knowledge Management and Knowledgebase
- Service Catalog
- Customizable workflows with approvals
- Configuration Management Database (CMDB)
- Asset Discovery and Management
- Customer Satisfaction Surveys
- 3rd Party Integration with BeyondTrust and Microsoft Teams
- Native Mobile Application for iOS and Android

4.0 PROJECT MANAGEMENT

4.1 Consultant shall provide project management services for the duration of the project and is responsible to attend all scheduled project meetings, develop and submit bi-weekly progress reports, and serve as the single point of contact for project communications.

4.2 Consultant shall maintain a bi-weekly updated project schedule (including: project milestones, estimated level of effort, and proposed resource requirements) within a format approved by the OC San Project Manager and include this item in status reports to OC San Project Manager, or as otherwise directed by OC San.

4.3 Consultant shall provide the following project management services, including but not limited to the following:

- Identify and provide a senior level associate(s) familiar with the project who will be available to OC San during the entire duration of the Project to resolve issues such as project team or implementation issues.
- Prepare and submit the following for approval, in a format acceptable to OC San:
 - Project communications plan
 - Change management plan
 - Project schedule and work breakdown structure for the Project and each Project element
 - Quality assurance / testing plan

- 4.4 Project Kick off Meeting – Consultant shall conduct a Project kick-off meeting with OC San staff to introduce principal members of the Consultant's team within (2) weeks of issuance of the Notice to Proceed. The discussion topics will be established by OC San's Project Manager and may include, but not limited to: OC San's responsibilities, Consultant's responsibilities, project schedule, communication plan, and project methodology for a successful implementation.
- 4.5 Progress meetings – Consultant shall meet with OC San as required throughout the life of the project. Bi-weekly project management meetings with the Consultant will be required. These meetings will be primarily conducted via conference call or online meeting.
- 4.6 Access to OC San's resources must be planned to ensure OC San's staff can accomplish their primary task assignments within the organization. Consultant shall coordinate resource request with the OC San Project Manager at a minimum two (2) weeks in advance of the actual need. Resources identified as, including but not limited to: OC San staff, and OC San computer or network systems.

5.0 PROJECT ELEMENTS

The implementation of the new ServiceNow ITSM solution will follow a phased approach with specific milestones and deliverables. Each milestone must be approved and accepted by OC San Project Manager prior to the start of subsequent milestones.

5.1 MILESTONE 1- Current System Evaluation & Recommendations

OC San is seeking to implement industry's best practices in Project Management. Consultant shall conduct a detailed requirements analysis to clarify and document OC San's current ITSM processes and workflows. This includes the following:

- 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.
- Development of business process to interface with other OC San systems including all error handling scenarios.
- Conduct meetings with applicable OC San staff and management and discuss and review the results of the interview process.
- Update OC San's business rules, business practices and workflow as may be necessary to adequately prepare for the implementation process. Consultant shall include in this process a detailed workflow analysis and prepare flowcharts and diagrams, lists, policies, and procedures as applicable and necessary for the Project.
- Work with OC San staff to determine appropriate ServiceNow software licensing requirements, application roles and permissions. All final business rules, business processes and workflows documented for planned use in the Project shall be prepared in written form including applicable flow charts and subject to OC San approval prior to completed of the project.

At the end of this process, OC San expects the Consultant to fully understand OC San's current business process from project initiation through close-out, and the

current integrations between various systems. Consultant shall then provide a recommendation that will align OC San's business process with industry's best practices in IT Service Management.

Approximate Number of Workflows, Forms, Reports, Dashboards per Business Process

Business Process	Workflows	Forms	Reports	Dashboards
Incident Management	2	2	10	2
Service Request Management	5	5	10	2
Change Management	3	1	2	1
Release Management	2	1	2	1
Problem Management	2	1	2	1
Knowledge Management	2	1	2	1
Asset Discovery and Management	3	2	2	1
Customer Satisfaction Surveys	2	2	3	2
TOTAL:	21	17	33	11

Interfaces / 3rd Party Integrations

Name of Interface / Integration	Approximate Number of Interfaces / Integrations per item
On-Premises SQL Database(s)	1
Microsoft Teams	1
Microsoft Azure Active Directory	2
Beyond Trust Remote Support	1

Milestone 1 Deliverables

- As-is workflow diagrams and flowcharts
- As-is business practices and process
- To-be workflow diagrams and flowcharts
- To-be business practices and process
- Role and permission assignments
- ServiceNow licensing requirements recommendation

5.2 MILESTONE 2 - Single Sign On / 3rd Party Integrations

The software shall provide the ability to integrate with OC San's Single Sign On solution (Azure Active Directory ("AD") Single Sign On) and integrate with OC San's user directory (Azure AD) as well as other 3rd party products utilized by OC San. Single Sign On / Integration capabilities include, but are not limited to:

- Automatic account provisioning
- Integration with Azure AD
- Integration with on-premises SQL servers
- Microsoft Teams integration for virtual agent
- BeyondTrust Remote integration within ServiceNow ITSM

Milestone 2 Deliverables

- Automatic account provisioning for all OC San users
- Automatic account provisioning for all OC San agents
- Integration with Microsoft Teams via virtual agent
- Integration with BeyondTrust Remote Support to initiate support sessions
- Chain of command for workflows that require supervisor approvals

5.3 MILESTONE 3 - Incident Management

The software shall provide incident management capabilities that enable multi-channel incident capture via email, self-service portal, virtual bot, and Service Desk agent. Incident management capabilities include, but are not limited to:

- Multi-channel incident capture
- Agent landing (home) page / workspace
- Automated incident assignments
- Bidirectional notifications
- Automated incident priority
- Customizable incident form
- Incident self-service via portal and Microsoft Teams virtual agent with suggested knowledge articles
- Major incident management
 - Major incident dashboard
- Service level agreements
- Graphical workflow designer
- Quick messages (canned responses)

Milestone 3 Deliverables

- Customized incident management form
- Incident management landing page for agents
- Fully configured incident management workflows
 - Global Incident escalation
- Customized canned responses
- Incident self-service via portal and Microsoft Teams virtual agent for users with knowledge articles

5.4 MILESTONE 4 - Problem Management

The software shall provide problem management capabilities that enable a systematic approach to managing the life cycle of all problems. Problem management capabilities include, but are not limited to:

- Workflow integration with incident and change management process
- Customizable problem management forms
- Bidirectional notifications
- Problem management landing (home) page / workspace for agents
- Graphical workflow designer
- Change advisory board approvals

Milestone 4 Deliverables

- Customized problem management forms
- Fully configured problem management workflows
 - Integration with incident management workflows
 - Integration with change management workflows
- Problem management landing page for agents

5.5 MILESTONE 5 - Service Request Management

The software shall provide service management capabilities that enable multi-channel capture via email, self-service portal, virtual bot, and Service Desk agent. Service management capabilities include, but are not limited to:

- Multi-channel service request capture
- Agent landing (home) page / workspace
- Automated service request assignments
- Bidirectional notifications
- Customizable service request forms
- Automated service request priority
- Service level agreements
- Quick messages (canned responses)
- Service request self-service portal and Microsoft Teams virtual agent
- Service catalog
- Graphical workflow designer
- Supervisor approvals for service requests

Milestone 5 Deliverables

- Customized service request forms
- Service request landing page for agents
- Fully configured service request workflows
- Customized canned responses
- Service request self-service portal for users via service catalog and Microsoft Teams virtual agent
- Supervisor approvals for service requests

5.6 MILESTONE 6 - Customer Satisfaction Surveys

The software shall provide the ability to collect customer satisfaction responses via surveys from within the platform. Surveys and assessment capabilities include, but are not limited to:

- Graphical workflow designer
- Bidirectional notifications
- Customizable customer satisfaction surveys
- Multi-channel capture via email and Microsoft Teams virtual agent

Milestone 6 Deliverables

- Customized Customer satisfaction survey forms
- Fully configured Customer Satisfaction Survey workflows

5.7 MILESTONE 7 - Change Management

The software shall provide change management capabilities that enable a systematic approach to control the life cycle of all changes. Change management capabilities include, but are not limited to:

- Change Advisory Board (CAB) landing (home) page / workspace
- Customizable change request forms
- Bidirectional notifications
- Graphical workflow designer
- Change advisory board approvals
- Change request templates

Milestone 7 Deliverables

- Change management landing page for CAB members
- Customized change request forms
- Fully configured change management workflows
- Change advisory board member approvals / votes
- Customized change request templates for normal, standard, and emergency changes

5.8 MILESTONE 8 - Release Management

The software shall provide release management capabilities that enable a systematic approach to control the life cycle of all releases. Release management capabilities include, but are not limited to:

- Change Advisory Board (CAB) landing (home) page / workspace
- Customizable release forms
- Bidirectional notifications
- Graphical workflow designer
- Change advisory board approvals

Milestone 8 Deliverables

- Release request landing page for CAB members
- Customized release request forms
- Fully configured release request workflows
 - Change advisory board member approvals / votes

5.9 MILESTONE 9 - Knowledge Management and Knowledgebase

The software shall provide knowledge management capabilities with a public and private knowledgebase that fully integrates with all other service components. Knowledge management and knowledgebase capabilities include, but are not limited to:

- Public and private knowledgebase
- Customizable knowledge forms

- Integration with all other ITSM service components
- Knowledge management (home) page / workspace for agents
- Graphical workflow designer
- Knowledge article approval workflow for knowledge managers

Milestone 9 Deliverables

- Customized knowledge forms
- Fully configured knowledge management workflows
- Knowledge manager approval
- Ability to mark knowledge articles public or private
- Integration with Microsoft Teams virtual agent

5.10 MILESTONE 10 - User Self-Service Portal and Service Catalog

The software shall provide a user self-service portal and service catalog accessible to all OC San staff that fully integrates with all other service components. User self-service portal and service catalog capabilities include, but are not limited to:

- Customizable user self-service portal
- Customizable service catalog
- Self-service incident creation via portal
- Self-service service requests via portal
- Self-service assistance via knowledgebase and virtual agent

Milestone 10 Deliverables:

- Customized user self-service portal with landing (home) page
- Customized service catalog
- Self-service incident creation via portal
- Self-service service requests via portal
- Self-service assistance via knowledgebase and virtual agent

5.11 MILESTONE 11 - Asset Discovery and Management

The software shall provide asset management capabilities that enable the tracking of all hardware, software, and contracts. As well as the ability to scan and discover assets on the local network. Asset discovery and management capabilities include, but are not limited to:

- Asset inventory management
- Asset landing (home) page / workspace for agents
- Customizable asset forms
- Graphical workflow designer
- Asset scanning and discovery

Milestone 11 Deliverables

- Customized asset forms
- Asset landing page for agents
- Fully configured asset workflows
- Integration with service catalog

- Asset scanner / discovery tool

5.12 MILESTONE 12 - Configuration Management Database (CMDB)

The software shall provide a Configuration Management Database that enables the tracking of all IT assets as well as their relationships. Configuration Management Database capabilities include, but are not limited to:

- Integration with asset management and asset discovery
- Graphical configuration item relationship viewer
- Graphical workflow designer

Milestone 12 Deliverables

- Integration with asset management and asset discovery
- Fully configured Configuration Management Database workflows

5.13 MILESTONE 13 - Reports, Metrics, and Performance Analytics Dashboards

The software shall provide advanced reporting capabilities, tracking of key performance indicators (KPIs), and performance analytics dashboards. Reports, Metrics, and Performance Analytics Dashboards capabilities include, but are not limited to:

- Customizable reports for all reportable service components
- Customizable KPIs for Incident and Service Request Management service components
- Customizable Performance Analytics Dashboards for all reportable service components

Milestone 13 Deliverables

- Fully configured reports for the following business processes: Incident Management, Service Request Management, Change Management, Release Management, Problem Management, Knowledge Management, Asset Discovery and Management, Customer Satisfaction Surveys
- Performance Analytics Dashboards that track the KPIs for Incidents, Service Requests, and Customer Satisfaction
- Analytics Dashboards for Change Management, Release Management, Knowledge Management, Asset Management, CMDB

5.14 MILESTONE 14 - Mobile Application for iOS and Android

The software shall provide a native mobile application for iOS and Android mobile devices. Mobile application capabilities include, but are not limited to:

- Native mobile application for iOS and Android
- Workflow approvals via mobile application
- Ability to view incidents, service requests, service catalog, and knowledgebase
- Ability to chat with virtual agent to create incidents and service requests

Milestone 14 Deliverables

- Fully functioning native mobile application for iOS and Android
- Workflow approvals via mobile application
- Ability to view incidents, service requests, service catalog, and knowledgebase

- Ability to chat with virtual agent to create incidents and service requests

5.15 MILESTONE 15 - Training

Comprehensive training on configuration of service components provided to OC San staff personnel based on role or responsibility.

Milestone 15 Deliverables

- Training on configuration of all service components implemented
- Provide training manuals for each student

5.16 MILESTONE 16 - Testing, Go-Live, and Support

Consultant shall develop a comprehensive formal testing process approved by OC San. Consultant Shall develop a test plan for each service 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.
- Testing shall be coordinated with efforts between OC San Project Manager, OC San Technical Lead, and OC San Core Team members.
- All testing procedure shall be developed and documented by Consultant and submitted to OC San for review and approval no less than two weeks before testing begins. Testing scenarios shall reflect real-world processes and situations encountered by OC San staff.
- Prior to moving the System into a production environment, Consultant shall remedy all known Defects and install and test the most current, commercially available modules and remedy all problems and deficiencies that may surface during that process.
- Tests will not be considered complete until the OC San Project Manager and assigned IT personnel are satisfied and have determined that the software performed properly and is compliant with OC San standards in accordance with Professional Services Agreement.
- System Acceptance. All training will be completed prior to go live, unless otherwise approved by OC San.
- Upon successful completion of testing and written certification by Consultant that the System is complete in all respects, and all known defects have been remedied by Consultant, the System will be prepared for live operations.
- Consultant shall provide dedicated remote support after completion of go-live for not less than twelve (12) workdays. If module/solution is deemed not functioning, then the response time will be 4 hours or else the next business day. If defects surface during that period, OC San reserves the right to require Consultant to remain on the Project until the System is stable and material Defects have been remedied at no cost to OC San.

Milestone 16 Deliverables

- Test plan for each module/solution/software
- User acceptance test for each module/solution/software
- System test for each module/solution/software
- Go-live

- Go-live support for not less than twelve (12) workdays

5.17 MILESTONE 17 - Project Documentation

All Project-related Documentation shall be updated and provided to OC San. Project Documentation shall include, but not limited to: software configuration, security setup and administration, training manuals, collected data, installation procedures, and testing procedures.

- All Documentation shall be delivered in the form of electronic files. All project Documentation deliverables shall be in their original format. The final Documentation deliverable shall consist of a complete set of electronic user manuals and electronic System Administration Documentation exclusive of user/System manuals procured by OC San.

Milestone 17 Deliverables

- System/Application configuration and ER diagram
- System/Application security setup
- System/Application workflow documentation
- System/Application test plan and test plan results
- Finalized version of workflow diagrams and flowcharts
- Finalized version of standard operation procedures
- Finalized version of training manuals
- All other Documentation generated by other project tasks (e.g., status reports, logs, and training materials)

6.0 ASSUMPTIONS

OC San currently has the following number of users with the following roles:

Role	Count
Service Desk Agents (total)	57
Tier 1 Service Desk Agents (always logged on during workday)	2
Tier 2 Service Desk Agents (logged on sporadically throughout workday)	4
IT Supervisors and Managers	4
Change Advisory Board Members (all CAB members are either a Service Desk Agent or an IT Supervisor/Manager)	20
Staff (service requestors)	700
Approvers (staff service request approvers)	90

7.0 SCHEDULE

The expected time to completion from Notice to Proceed (NTP) is **270 calendar days**. Consultant shall work with OC San to develop a detailed schedule with corresponding payment milestones and acceptance criteria.

8.0 STAFF ASSISTANCE

Upon award, an OC San Project Manager will be assigned to work with the Consultant on this project. The Consultant will be encouraged to contact the Project Manager as frequently as necessary to complete the work. The Consultant may contact other OC San staff directly or through the assigned Project Manager, as necessary, to receive information or assistance from staff.