PROFESSIONAL SERVICES AGREEMENT
Hyper Converged Infrastructure (HCI) Implementation – Phase 1
Specification No. CS-2020-1141BD

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 "OCSD") and ePlus Technology, inc. with a principal business at 13595 Dulles Technology Drive, Herndon, VA 20171 (hereinafter referred to as "Consultant") collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, based on Consultant's expertise and experience, OCSD desires to temporarily engage Consultant to provide Hyper Converged Infrastructure (HCI) Implementation – Phase 1 "Services" as described in Exhibit "A"; and

WHEREAS, Consultant submitted its Proposal, dated May 5, 2020; and

WHEREAS, OCSD has chosen Consultant to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on September 9, 2020, the Administration Committee of OCSD, by minute order, authorized execution of this Agreement between OCSD and Consultant; and

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

1. *Introduction*
1.1 This Agreement and all exhibits hereto (called the "Agreement") is made by OCSD and Consultant. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 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 "B-1" Cost Proposal
      Exhibit "C"   Acknowledgement of Insurance Requirements
      Exhibit "D"   OCSD Safety Standards and
                       Safety SOP-102 Personal Protective Equipment (PPE)
      Exhibit "E"   Human Resources Policies

1.3 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.

1.4 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.

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

1.6   The term "workday". Workdays are defined as all days that are not Saturday, Sunday, or OCSD observed holidays. Meetings with OCSD 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 OCSD work schedules. OCSD review periods shall not include OCSD observed holidays.

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

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

1.9   Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends.

1.10   Consultant shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under "Compensation" below.

1.11   Except as expressly provided otherwise, OCSD 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 OCSD.

1.12   Goods and Services, whether stated separately or in conjunction with each other, shall mean Hyper Converged Infrastructure (HCI) Implementation – Phase 1 and the services related to the provision of such as described in Exhibit "A".

1.13   Construction of Agreement. This Agreement is the product of joint discussions and negotiations at arms' length between the Parties, both of whom are sophisticated and knowledgeable in business matters and both of whom have relied on the advice of independent legal counsel. Any rule of law which would require interpretation of this Agreement against the party that drafted it shall have no application to this Agreement.

2.   *Miscellaneous*
2.1   Access to Premises. OCSD shall provide Consultant with reasonable and timely access to the sites and personnel necessary for Consultant to perform its obligations under this Agreement. OCSD shall allow Consultant personnel reasonable access to OCSD site and facilities (telephone, parking, etc.) during normal business hours and at other reasonable times as requested by Consultant and pre-approved by OCSD. The assistance or presence of OCSD'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-OCSD 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, OCSD 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 interest of

OCSD. 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 it is on OCSD premises, Consultant's personnel and its subconsultant(s) will comply with OCSD's working rules and policies, including OCSD'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 OCSD.

3.   ***Scope of Work*** General requirements for the work of this project are listed below. A detailed list of tasks and responsibilities are included in Exhibit "A".

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

3.2   Modifications to Equipment and Facilities. OCSD shall be responsible for making OCSD-approved modifications identified in an OCSD 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.

3.3   User Qualifications. OCSD shall use its best efforts to ensure that persons operating the system will be qualified, supervised, and trained in the use of personal computers and normal operations. Consultant will ensure that all training on the system or system components will be conducted professionally and effectively so that each operator trained by Consultant is proficient in its use.

3.4   Transition. Consultant will work with OCSD to ensure a smooth and efficient transition from OCSD's current systems 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 OCSD's operations shall be scheduled in advance and approved by OCSD.

4.   ***Compensation*** Compensation to be paid by OCSD to Consultant for the Services provided under this Agreement shall be a total amount not to exceed One Hundred Seventy-seven Thousand, Nine Hundred Fifty Dollars ($177,950.00).

5.   *Payment*
5.1   OCSD shall pay, net thirty (30) days, upon receipt and approval, by OCSD's Project Manager or designee, of itemized invoices submitted for Milestones completed in accordance with Exhibit "B-1".

5.2 OCSD, at its sole discretion, shall be the determining party as to whether the tasks and deliverables for each Milestone have been satisfactorily completed.

6.   *Invoices*
6.1 OCSD shall pay within thirty (30) days of completion and receipt and approval by OCSD's Project Manager or designee of an itemized invoice, in a form acceptable to OCSD to enable audit of the charges thereon.

6.2 Invoices shall be emailed by Consultant to OCSD at APStaff@OCSD.com. Specification No. CS-2020-1141BD and Purchase Order number shall both be referenced in the subject line.

7.   *Audit Rights* Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its termination, OCSD 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.

8.   *Performance* Time is of the essence in the performance of the provisions hereof.

9.   *Term*
9.1 The Services provided under this Agreement shall be for the period of three (3) years commencing on the effective date of the Notice to Proceed.

9.2 Effect on Project Schedule. The time periods and requirements set forth in Exhibit "A", will not excuse Consultant from complying with the completion date set forth in this Agreement.

10. *Renewals*
10.1 OCSD may exercise the option to renew this Agreement for up to two (2) one-year periods, under the terms and conditions contained herein and at the following prices:

- Year 4 support costs shall be: Nutanix AOS renewal $27,502 and HPE HW $909 for a total amount not to exceed Twenty-eight Thousand, Four Hundred Eleven Dollars ($28,411.00).

- Year 5 support costs shall be: Nutanix AOS renewal $30,557 and HPE HW $954 for a total amount not to exceed Thirty-one Thousand, Five Hundred Eleven Dollars ($31,511.00).

10.2 OCSD shall make no obligation to renew nor give reason if it elects not to renew.

10.3 This Agreement may be renewed by OCSD Purchase Order.

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

12. *Termination*
12.1 OCSD 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 OCSD. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OCSD 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

OCSD from any further fee, cost or claim hereunder by Consultant other than for work performed to the date of termination.

12.2 OCSD reserves the right to terminate this Agreement immediately upon OCSD's determination that Consultant is not meeting the requirements, if the level of service is inadequate, or any other default of this Agreement.

12.3 OCSD may also immediately cancel 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.

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

13. ***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 OCSD, Consultant shall indemnify, protect, defend and hold harmless OCSD, 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 of 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 OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD. This section shall survive the expiration or early termination of the Agreement.

14. ***Force Majeure*** Neither party shall be liable for delays caused by accident, flood, fire, acts of God, 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.

15. _**Insurance**_ Consultant and all subconsultant(s) 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 Exhibit "C" Acknowledgement of Insurance Requirements. Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OCSD, 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.

16. _**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 OCSD. If OCSD 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 OCSD's request. Consultant shall assign only competent personnel to perform services pursuant to this Agreement.

17. _**Confidentiality and Non-Disclosure**_
17.1 Consultant acknowledges that in performing the Services hereunder, OCSD may have to disclose to Consultant orally and in writing certain confidential information that OCSD considers proprietary and has developed at great expense and effort.

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

17.3 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.

17.4 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 subconsultants or personnel of subconsultants 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 OCSD's request, whichever occurs first.
- To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

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

18. _**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 OCSD and shall be promptly delivered to OCSD upon request of the Project

Manager 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 OCSD 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 OCSD's sole risk and without liability to Consultant. Consultant shall ensure that all its subconsultants shall provide for assignment to OCSD of any documents or materials prepared by them.

19.   *Ownership of Intellectual Property*

19.1   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 OCSD as its sole and exclusive property.

19.2   Consultant agrees to promptly disclose to OCSD all such New Developments. Upon OCSD's request, Consultant agrees to assist OCSD, at OCSD'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 OCSD shall deem necessary to apply for and to assign or convey to OCSD, 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.

19.3   Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to OCSD free of any proprietary rights of any other party or any other encumbrance whatever.

19.4   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 OCSD. OCSD may utilize these documents for OCSD applications on other projects or extensions of this project, at its own risk.

20.   *Infringement Claims*

If an infringement claim occurs, Consultant has thirty (30) days after the receipt of OCSD'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 OCSD 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 OCSD; 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, OCSD may terminate this Agreement without any further obligation to Consultant. In the event of termination, in addition to any other legal remedies available to OCSD, Consultant will refund OCSD within ten (10) days of OCSD's notice of termination, the license fees OCSD 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 OCSD all fees paid to Consultant under this Agreement.

21. *No Solicitation of Employees or Subcontractors*
21.1 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 or subcontractors about whom Consultant became aware as a result of Consultant's Services to OCSD.

21.2 Consultant acknowledges that OCSD's employees are critical to its business. Consultant agrees not to employ or otherwise engage OCSD's employees or subcontractors during the term of this Agreement and for a period of one (1) year following termination of this Agreement. Should Consultant violate this provision, Consultant will pay OCSD fifty percent (50%) of the former employee's most recent annual salary earned at OCSD to accurately reflect the reasonable value of OCSD's time and costs. This payment is in addition to any other rights and remedies OCSD may have at law.

22. *Independent Contractor Capacity*
22.1 The relationship of Consultant to OCSD is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.

22.2 Consultant shall act independently and not as an officer or employee of OCSD. OCSD 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.

22.3 Consultant shall not be considered an agent of OCSD for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit OCSD to any agreement, contract or undertaking. Consultant shall not use OCSD's name in its promotional material or for any advertising or publicity purposes without expressed written consent.

22.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OCSD'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, workers' compensation or other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.

22.5 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 OCSD for any claims, losses, costs, fees, liabilities, damages or penalties suffered by OCSD arising out of Consultant's breach of this provision.

22.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OCSD'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 OCSD misclassified Consultant for tax purposes.

23. *Licenses and Permits* Consultant represents and warrants to OCSD that it has obtained all licenses, permits, qualifications 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.

24. *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.

25. *__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.

26. *__Applicable Laws and Regulations__* Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Consultant also agrees to indemnify and hold harmless from any and all damages and liabilities assessed against OCSD as a result of Consultant's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically referenced.

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 its trade/profession.

28. *__Familiarity with Work__* By executing this Agreement, Consultant warrants that: 1) it has investigated the work to be performed; and 2) 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 OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Consultant's risk, until written instructions are received from OCSD.

29. *__Dispute Resolution__*
29.1 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.

29.2 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.

30. *__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.

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 OCSD does not object shall not operate as a waiver of OCSD'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.

33. _**Right to Review Services, Facilities, and Records**_
33.1 OCSD 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.

33.2 Consultant shall furnish to OCSD such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OCSD 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.

33.3 The right of OCSD 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.

34. _**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.

35. _**OCSD Safety Standards**_ OCSD requires Consultant and its subconsultants to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Agreement it is discovered that OCSD 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 OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D", including Safety SOP-102 Personal Protective Equipment (PPE), and the Human Resources Policies in Exhibit "E".

36. _**Damage to OCSD's Property**_ Any OCSD property damaged by Consultant will be subject to repair or replacement by Consultant at no cost to OCSD.

37. _**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.

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

39. ***Changes in Control of Consultant*** In the event of a change in control of Consultant, OCSD shall have the option of terminating this Agreement by written notice to Consultant. Consultant shall notify OCSD 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:
- 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
- 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.

40. ***Third Party Rights*** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OCSD and Consultant.

41. ***Non-Liability of OCSD Officers and Employees*** No officer or employee of OCSD shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OCSD 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.

42. ***Conflict of Interest and Reporting***
42.1 Consultant shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

42.2 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 OCSD any question regarding possible conflict of interest which may arise as a result of such change.

43. ***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.

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

45. ***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.

46. **_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 or 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:

OCSD: Jackie Lagade, Principal Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Consultant: Steve Mencarini, Senior Vice President
ePlus Technology inc.
13595 Dulles Technology Drive
Herndon, VA 20171

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: _____
Chad Wanke, Chair, Administration Committee

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

Dated:_____ By: _____
Ruth Zintzun, Purchasing & Contracts Manager

ePLUS TECHNOLOGY, iNC.

Dated: _____ By: _____

_____
Print Name and Title of Officer

_____
IRS Employer's I.D. Number

Exhibit "A"

SCOPE OF WORK

EXHIBIT "A"
SCOPE OF WORK
HYPER CONVERGED INFRASTRUCTURE (HCI) IMPLEMENTATION- PHASE 1
SPECIFICATION NO. CS-2020-1141BD

EXECUTIVE SUMMARY / OVERVIEW

The Orange County Sanitation District (OCSD) 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.

OCSD's current server and storage architecture has reached its end of service life and is due to be replaced. OCSD is seeking qualified Proposals for the purchase and implementation of a Hyper Converged Infrastructure (HCI) solution. Proposals should include all necessary services to assist with the deployment, configuration, and ongoing support of the solution for this **"PHASE 1"**.

1.0   OBJECTIVE
OCSD is seeking to modernize its server infrastructure with a Hyper Converged solution to replace all datacenter-based computer and storage systems in its datacenters.

Consultant must be able to address both hardware and software layers of the solution including compute, shared storage, hypervisor, backup and/or replication, and management. The Consultant should also be able to assist with implementation and configuration of the new systems.

2.0   REQUIREMENTS
  2.1   The current system consists of:
        Two (2) separated sites, four (4) data centers, two (2) networks, and three (3) clusters

Site	Data center	Network	Cluster
Plant 1	Plant 1 Control Center	DMZ	P1-DMZ-CC
Plant 1	Plant 1 Control Center	SCADA P1	P1-SCADA-CC
Plant 1	Plant 1 CoGen		
Plant 2	Plant 2 Ops Center	SCADA P2	P2-SCADA-CC
Plant 2	Plant 2 PDF		

    2.1.1   Network bandwidth and latency between datacenters:

Connection	Bandwidth	Latency
Plant 1 Control Center and Plant 2 Ops Center	10 Gbps	< 5ms
Plant 1 Control Center and Plant 1 CoGen	10 Gbps	< 3ms
Plant 2 Ops Center and Plant 2 PDF	10 Gbps	< 3ms

2.1.2 Compute and storage:

2.1.2.1 P1-DMZ-CC

Total guest VMs	10
Total allocated vCPU	96 (2.4 GHz)
Total used guest VMs memory	160 GB
Total used guest VMs disk space	8 TB
% of data change rate daily	0.5 %

2.1.2.2 P1-SCADA-CC

Total guest VMs	25
Total allocated vCPU	150 (2.4 GHz)
Total used guest VMs memory	600 GB
Total used guest VMs disk space	8 TB
% of data change rate daily	2 %

2.1.2.3 P2-SCADA-CC

Total guest VMs	10
Total allocated vCPU	70 (2.4 GHz)
Total used guest VMs memory	240 GB
Total used guest VMs disk space	5 TB
% of data change rate daily	2 %

2.2 The project will consist of multiple phases:
2.2.1 Phase:
2.2.1.1 Phase 1: Deploy P1-DMZ-CC (This Scope of Work)
2.2.1.2 Phase 2: Deploy P2-DMZ-CC and stretch cluster from P1-DMZ-CC (Future)
2.2.1.3 Phase 3: Deploy P1-SCADA-CC (Future)
2.2.1.4 Phase 4: Deploy P1-SCADA-CoGen and stretch cluster from P1-SCADA-CC (Future)
2.2.1.5 Phase 5: Deploy P2-SCADA-CC (Future)
2.2.1.6 Phase 6: Deploy P2-SCADA-PDF and stretch cluster from P2-SCADA-CC (Future)

2.2.2 The entire project will provide six (6) clusters located in four (4) different datacenters:

Site	Datacenter	Network	Cluster
Plant 1	Plant 1 Control Center	DMZ	P1-DMZ-CC
Plant 1	Plant 1 Control Center	SCADA P1	P1-SCADA-CC
Plant 1	Plant 1 CoGen	SCADA P1	P1-SCADA-CoGen
Plant 2	Plant 2 Ops Center	DMZ	P2-DMZ-CC
Plant 2	Plant 2 Ops Center	SCADA P2	P2-SCADA-CC
Plant 2	Plant 2 PDF	SCADA P2	P2-SCADA-PDF

2.2.3 The entire project will provide three (3) active/active metro stretched cluster:

Network	Stretched Cluster
DMZ	P1-DMZ-CC to P2-DMZ-CC
SCADA P1	P1-SCADA-CC to P1-SCADA-CoGen
SCADA P2	P2-SCADA-CC to P2-SCADA-PDF

2.3 The solution should have an option to deploy a cluster independently and ensure it operate fully before expanding to the other cluster within the same metro stretched cluster.

2.4 The solution should have greater than 99% reliability with no single point of failure, fully redundant, and hot swappable components wherever possible:

    2.4.1 The solution must provide high availability (HA) cluster within a cluster from each datacenter.

    2.4.2 The solution must provide high availability (HA) between datacenters/clusters – Metro stretched cluster

2.5 The Consultant must provide two (2) separate cost proposals for N+1 and N+2 options of each cluster.

2.6 The successful solution should demonstrate the ability to scale compute and/or storage capacity quickly and easily in response to future system or data growth.

    2.6.1 The solution should provide ease of expandability for resources assigned to virtualized systems running on the proposed platform.

    2.6.2 The solution should be able to scale up resources and storage independently.

2.7 The proposed solution should integrate hardware, storage, hypervisor, management, data protection, and replication tools.

    2.7.1 The solution must be compatible with VMWare vSphere hypervisor.

    2.7.2 The solution should include a standardized and up-to-date hypervisor pre-installed.

    2.7.3 The solution should be integrated with VMWare vCenter server.

    2.7.4 The solution should include native backup and replication features:

        2.7.4.1 Short-term retention must keep one (1) backup every hour within a current day

        2.7.4.2 Long-term retention must keep one (1) backup every day for ninety (90) days

        2.7.4.3 Short-term and long-term backup retentions should be stored back to its own storages.

        2.7.4.4 Short-term and long-term backup retentions should be able to store to third party secondary storages: HPE StoreOnce or Nimble storage.

        2.7.4.5 Long-term backup copies should be able to copy to the Disaster Recovery (DR) site.

        2.7.4.6 The proposal should include all necessary hardware and software to enable replication of all Production systems to DR site.

        2.7.4.7 The solution should be compatible with third party backup solutions – please provide a list of compatible and supported backup solutions.

2.8 The successful solution should provide for high performance storage components with preference given for All-Flash configurations.

2.9 The solution should provide sufficient storage capacity for the current loads and additional spaces to store short-term and long-term backup retention.

2.10 The proposed solution should accommodate the current assigned computer and storage resources along with fifty percent (50%) initial growth capacity.

2.10.1 The system should be able to support a minimum 5-year life cycle including growth projection of at least ten percent (10%) growth per year. Please list forecasted costs for any hardware, software, or licensing to achieve these requirements.

2.11 The system must support data volumes larger than 2 Terabytes (5TB).

2.12 The solution must be able to provide fully redundant multi-path capability to both storage and network paths.

2.13 Each physical node should provide network interfaces:
    2.13.1 8 x 1Gbps Ethernet
    2.13.2 4 x 10/25 Gbps SFP+
    2.13.3 Compatible with Cisco Catalyst 9500 top-of-rack switches

2.14 All Proposals should include three (3) years of 24x7 system support and maintenance. (Exhibit B). OCSD may choose to renew for two optional one year terms.
    2.14.1 The support coverage should account for hardware, hypervisor, and management software with a single escalation point for all incidents and problems.

2.15 The solution must be manageable from a secure web-based interface.
    2.15.1 The solution should preferably have multifactor authentication (MFA)

2.16 Any separate management devices required must be included in the solution.

2.17 The solution should be able to provide detailed reporting on current and historical utilization.

2.18 The management system should include comprehensive online and remote monitoring abilities with the solution including any necessary hardware or software.

2.19 The solution must generate email alerts for any critical hardware or software events that may occur.

2.20 The solution must include out-of-band management for the entire system.

2.21 The solution must support non-disruptive updates and upgrades.

2.22 Proposed solutions should demonstrate their ability to reduce and simplify the effort of system management and administrative tasks.

2.23 Solutions should be capable of segregating guest systems to minimize potential impact across zones. (e.g. Development and Production)

2.24 Consultant must provide system administration overview and training to OCSD staff on the implemented solution.

3.0 PROJECT MANAGEMENT

3.1 Consultant will provide project management services for the duration of the project phase and is responsible to attend all scheduled project meetings, develop and submit weekly progress reports as outlined by the OCSD Project Manager, and serve as the single point of contact for project communications.

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

3.3 Consultant will provide the following Project Management services, but not be limited to the following:

    3.3.1 Provide a project manager dedicated directly to this project, Project Management Professional (PMP) certification is preferred.

3.3.2 Identify and provide a senior level associate familiar with the work, to be available to OCSD during the length of the project to resolve project team or implementation issues that cannot be resolved at the project manager's level of authority.

3.3.3 Provide a formal project charter to be jointly developed by the Consultant and OCSD project team. OCSD will have the final approval on the project charter.

3.3.4 Consultant shall submit a cost and schedule proposal to the OCSD Project Manager for any OCSD or Consultant requested changes. The OCSD Project Manager shall have sole discretion on whether or no to accept the change.

3.3.5 Prepare and submit weekly status reports to OCSD for approval electronically, in a Word or Excel format. Project Kickoff Meeting – Consultant shall conduct a project kick-off meeting with OCSD staff to introduce principal members of the Consultant's team within two (2) weeks of the effective date of the Notice to Proceed. The discussion topics will be established by the OCSD Project Manager and may include, but not be limited to: OCSD's responsibilities, service provider's responsibilities, project schedule, communication plan, and project methodology for successful implementation.

3.3.6 Progress Meetings – The Consultant shall meet with OCSD as required throughout the life of the project. Weekly project management meetings with the Consultant will be required. These meetings will be conducted via conference call or WebEx.

3.3.7 OCSD Coordination - OCSD will coordinate with Consultant during all phases of the project. Coordination will include but not be limited to the following:

3.3.7.1 Assistance from OCSD core staff or subject matter experts as needed to develop, test, and implement the proposed solution.

3.3.7.2 Other assistance as requested by Consultant and approved by the OCSD Project Manager to support the project efforts.

3.3.7.3 Access to OCSD resources must be planned to ensure OCSD staff are able to accomplish their primary task assignments within the organization. Consultant shall coordinate resource requests with the OCSD Project Manager at a minimum of two (2) weeks in advance of the actual need. Resources are identified but not limited to: OCSD staff, OCSD computer or network systems, OCSD hardware not related to Information Technology (IT) systems.

3.3.7.4 On-going coordination with OCSD resources is to be managed by the OCSD Project Manager.

4.0 PROJECT SCOPE AND DELIVERABLES

4.1 **Milestone 1: Requirements gathering and Design**
Consultant will conduct detailed requirements analysis to clarify Consultant's understanding of OCSD's current environment. Consultant should plan capacity and cache based on the expected consumption considering the requirements for availability and endurance. Consultant should plan the configuration of the hosts in cluster for best performance, availability, and consumption growth. Consultant should design networking that can provide availability, security, and bandwidth guarantee in a cluster.

Milestone 1 Deliverables:
- Virtual environment assessment
- Networking requirements
- Host sizing
- Architecture diagrams

4.2 **Milestone 2: System Implementation, Configuration, and Integration**
Consultant will work with OCSD staff to implement the selected solution. The products/services provided should include, but not be limited to the following:

4.2.1 Phase 1: Deploy the first cluster (P1-DMZ-CC)
- 4.2.1.1 Coordinate with other teams to prepare network cables and ports, rack location, and power.
- 4.2.1.2 Deploy and configure a first HCI cluster
- 4.2.1.3 Deploy and configure a hypervisor cluster on the first HCI cluster
- 4.2.1.4 Configure hypervisor vSwitch
- 4.2.1.5 Integrate with other tools (e.g. vCenter Server)
- 4.2.1.6 Test and validate the deployment

Milestone 2 Deliverables:
- Fully operated cluster
- Simplified system management and administrative tasks

4.3 **Milestone 3: Training and Knowledge Transfer**
Consultant must provide training to at least seven (7) OCSD staff. Consultant should conduct periodic knowledge transfer sessions. These sessions will be performed with assigned IT personnel. The scope of these sessions will include, but not be limited to:

4.3.1 Review of all existing documentation.
4.3.2 Actual hands-on installation and setup of the hardware, software, and tools being used for the project.
4.3.3 Professional services for knowledge transfer of system design, configuration, and common administration tasks.
4.3.4 Training solution(s) for ongoing system administration.

Milestone 3 Deliverables:
- Training manuals and materials.
- Training for at least seven (7) OCSD staff.
- Scheduled knowledge transfer session throughout this phase of the project.

4.4 **Milestone 4: Test, Go-live, and Support**
Consultant should develop a test plan for each component/module or system function.

4.4.1 All testing procedures shall be developed and documented by Consultant and submitted to OCSD for review before testing begins. Testing scenarios shall reflect real-world processes and situations encountered by OCSD employees.
4.4.2 Prior to moving the system into a production environment (go-live), Consultant shall remedy all known defects and install and test the most current, commercially available fix pack(s) and remedy all problems and deficiencies that may surface during that process.

4.4.3 All tests will be performed on-site at OCSD on standard computers and servers with OCSD standard software and hardware.

4.4.4 Tests will not be considered complete until the OCSD assigned IT personnel are satisfied that the system performed as proposed by Consultant and is compliant with the requirements set forth in this Scope of Work. All training will be completed prior to go-live.

4.4.5 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.

4.4.6 Migrate production VMs over

4.4.7 Decommission old systems

4.4.8 Consultant will provide dedicated remote support during go-live for not less than fifteen (15) business days. If the system is deemed not functioning, then the response time will be four (4) hours else next business day. If defects surface during that period, OCSD reserves the right to require Consultant to remain on site until the system is stable and material defects have been remedied.

Milestone 4 Deliverables:
- Test plan
- User acceptance test
- System test
- Go-live
- Go-live support

4.5 **Milestone 5: Documentation**
All project-related documentation must be updated and provided to OCSD prior to training.

4.5.1 Project documentation should include, but not be limited to: hardware configuration, software configuration, training manuals, installation procedures, and testing procedures.

4.5.2 All documentation should be delivered in the form of electronic files. All project documentation deliverables should be in their original format (e.g., Word or Excel).

Milestone 5 Deliverables:

- System configuration
- System test plans and test plan results.
- Standard operating procedures
- Training manuals
- All other documentation generated by other project tasks (e.g., status reports, logs, and training materials)

5.0 MILESTONE PAYMENT SCHEDULE

MILESTONE	PAYMENT
Requirements gathering and Design (Milestone No. 1)	25%
System Implementation, Configuration, and Integration (Milestone No. 2)	16%
Training and Knowledge Transfer (Milestone No. 3)	6%
Test, Go-Live, and Support (Milestone No. 4)	47%
Documentation (Milestone No. 5)	6%

6.0 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 OCSD representative. All meetings and presentations will be held at OCSD's Plant 1 facility located in the City of Fountain Valley.

ACTIVITY	DEADLINE
Notice to Proceed (NTP)	NTP = Effective Date
Kick-Off Meeting	NTP + 14 Calendar Days
Requirements gathering and Design (Milestone No. 1)	NTP + 28 Calendar Days
System Implementation, Configuration, and Integration (Milestone No. 2)	NTP + 84 Calendar Days
Training and Knowledge Transfer (Milestone No. 3)	NTP + 98 Calendar Days
Documentation (Milestone No. 5)	NTP + 112 Calendar Days
Test, Go-Live, and Support (Milestone No. 4)	NTP + 140 Calendar Days