BOARD OF DIRECTORS REGULAR MEETING

DATE :
November 4, 2026

TIME:
8:00 A.M.

1021 E. Miramar Avenue | Claremont, CA 91711
www.threevalleys.com
909.621.5568

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.

THREE VALLEYS MUNICIPAL WATER DISTRICT
REGULAR BOARD MEETING AGENDA

1021 E. Miramar Avenue, Claremont, CA 91711

November 4, 2026 – 8:00 AM

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.

NOTICE OF VIDEOCONFERENCE/TELECONFERENCE ACCESSIBILITY

Three Valleys MWD will hold this meeting of its Board of Directors on the date and time, and at the location set forth above. The public may participate in the meeting by physical attendance at the meeting or by videoconference or teleconference utilizing the following links:

Link to join webinar: https://tvmwd.zoom.us/j/86585630091

OR

Dial in: (669) 900-9128, Webinar ID: 865 8563 0091

Any member of the public wishing to participate in public comment may do so in any of the following manners: (1) by using the "Raise Hand" feature on the Zoom platform and when prompted by the Board President during the public comment period, (2) by filling out the electronic speaker's card at the following link https://arcg.is/0z5GqO prior to the close of public comment, (3) by sending an email to PublicComment@tvmwd.com prior to the close of public comment, or (4) those attending the meeting in person may complete a speaker's card and provide it to the Executive Board Secretary prior to the close of public comment.

1. CALL TO ORDER — TI
2. ROLL CALL — AGUIRRE

   Mike Ti, President
   Carlos Goytia, Vice President
   David De Jesus, Secretary/Treasurer
   Bob Kuhn, Director
   Jorge Marquez, Director
   Jody Roberto, Director
   Division III, Vacant
3. FLAG SALUTE — TI
4. DIRECTOR REMOTE PARTICIPATION PURSUANT TO SB 707 [Government Code Section 54953.8.3] – Notification Due to Just Cause — TI

5. AGENDA/REORDER/ADDITIONS [Government Code Section 54954.2(b)(2)] TI

Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of TVMWD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. The Board shall call for public comment prior to voting to add any item to the agenda after posting.

6. PUBLIC COMMENT (Government Code Section 54954.3) TI

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. TVMWD requests that all public speakers complete a speaker's card and provide it to the Executive Board Secretary.

We request that remarks be limited to three minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

7. ACTION AGENDA

The following items on the Action Agenda call for discussion and action by the Board. All items are placed on the agenda so that the Board may discuss and take action on the item if the Board is so inclined.

7.A MIRAMAR SOUTHERN CARPORTS UPGRADES PROJECT LEE

The Board will consider awarding the construction contract for the Miramar Southern Carports Upgrades Project.

BOARD ACTION REQUIRED ITEM 7.A

Staff Recommendation: Approve as Presented

7.B APPROVAL OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION – SIEMENS ASSET MANAGEMENT SOFTWARE PENG

The Board will consider awarding the Computerized Maintenance System Implementation contract.

BOARD ACTION REQUIRED ITEM 7.B

Staff Recommendation: Approve as Presented

7.C SPONSORSHIP AND OUTREACH PROGRAM POLICY AD HOC COMMITTEE LITCHFIELD

The Board will consider the potential formation of an ad hoc committee.

BOARD ACTION REQUIRED ITEM 7.C

Staff Recommendation: Board to Provide Direction

8. REPORTS

8.A	APPOINTMENT OF REPRESENTATIVE AND ALTERNATE TO SERVE ON THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY BOARD OF DIRECTORS	LITCHFIELD
8.B	MIRAMAR AND FULTON FENCING SECURITY UPGRADES	PEN
8.C	PROJECTS UPDATE	PANZER

9. DIRECTORS'/GENERAL MANAGER'S ORAL REPORTS — TI

Directors may report on activities for meetings to which they are assigned to serve as the representative or alternate of TVMWD and on other areas of interest.

9.A	METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA	DE JESUS
9.B	CHINO BASIN WATERMASTER	KUHN
9.C	SAN GABRIEL BASIN WATER QUALITY AUTHORITY	KUHN
9.D	MAIN SAN GABRIEL BASIN WATERMASTER	MARQUEZ
9.E	SIX BASINS WATERMASTER	ROBERTO
9.F	ADDITIONAL BOARD MEMBER REPORTS	ALL
9.G	GENERAL MANAGER'S COMMENTS	LITCHFIELD

10. CLOSED SESSION — TI

10.A CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]

Name of Case: Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County Superior Court Case No. RCV RS 51010

10.B CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One Potential Case

11. FUTURE AGENDA ITEMS — TI

12. ADJOURNMENT AND NEXT MEETING — TI

The Board will adjourn to a regular Board of Directors meeting on November 18, 2026 at 8:00 AM.

In compliance with the Americans with Disabilities Act Government Code Section 54954.2(a), if special assistance is needed to participate in this public meeting, please contact the Executive Assistant at (909) 621-5568 at least 24 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, materials related to an item on this agenda submitted after distribution of the agenda packet will be posted on the TVMWD website at www.threevalleys.com.

Three Valleys MWD Board meeting packets and agendas are available for review at www.threevalleys.com.

THREE VALLEYS MUNICIPAL WATER DISTRICT

BOARD ACTION

BOARD OF DIRECTORS
STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: November 4, 2026

Subject: Miramar Southern Carports Upgrades Project

Staff Recommendation

Staff recommends that the Board of Directors:

1. Award the construction contract for the Miramar Southern Carports Upgrades Project to Coast Patio Covers, the second-lowest responsive bidder, in an amount not to exceed $243,408; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

Background

The southern carport, constructed in 1984, consists of a painted wood frame and membrane roof. The structure spans more than 150 feet and provides 14 parking spaces for District vehicles. Dry rot and visible damage have created safety concerns, and the carport's low clearance no longer accommodates current fleet needs. Staff therefore engaged a structural engineer to design a replacement using a lightweight, weather-resistant aluminum structure.

Discussion

On August 25, 2026, Three Valleys received 13 bids for the Project through the PlanetBids portal. A summary of the bids received is provided below.

Vendor Name	Bid Amount	Responsive
Kressa LLC	$201,420.00	Yes
Coast Patio Covers	$243,408.00	Yes
Golden Gate Steel, Inc.	$293,800.00	Yes
Hami Construction Inc	$299,500.00	Yes
Rainy Day Roofing	$318,306.72	Yes

Vendor Name	Bid Amount	Responsive
Aza Construction	$346,216.00	Yes
Hooked on Solar	$352,018.54	Yes
Wakeco Inc.	$385,612.40	Yes
Gulati Construction Company, Inc.	$394,469.60	Yes
All American Building Services	$397,760.06	No
Southland Roofing Inc	$400,000.00	Yes
Aquaphoenix Builders	$497,963.00	No
Rooms Covers N Solar	$599,970.88	Yes

After reviewing and evaluating all bid proposals, staff awarded the Project to the lowest responsive bidder, Kressa LLC, and received the required payment and performance bonds. However, Kressa LLC encountered difficulty procuring the required materials and submitted its notice on September 17, 2026, to terminate its agreement with Three Valleys.

Staff subsequently contacted the second-lowest responsive bidder, Coast Patio Covers. Coast Patio Covers confirmed that they would honor the bid as submitted on August 25, 2026. The firm has successfully completed two previous projects for Three Valleys: the northern carport and the patio cover.

Staff recommends that the Board of Directors award the construction contract for the Miramar Southern Carports Upgrades Project to Coast Patio Covers, the second-lowest responsive bidder, in an amount not to exceed $243,408.

Fiscal Impact

The Fiscal Year 2026–27 Budget includes a $150,000 rollover from the previous fiscal year for the Miramar Southern Carports Upgrades Project. Staff proposes transferring $93,592.13 from the Administration Building Improvements project to provide the remaining funds needed to complete the Project; that project is available as a funding source because its construction bids were significantly lower than the original cost estimate.

Environmental Impact

None

Strategic Plan Objective(s)

1.3 – Infrastructure Reliability
2.2 – Accountability

Attachment(s)

Exhibit A – Construction Contract with Coast Patio Covers

Meeting History
Board of Directors Meeting, March 4, 2026, Project Update
Board of Directors Meeting, April 15, 2026, Reject Carport Project Bids

NA/BP

CONTRACT DOCUMENTS

MIRAMAR SOUTHERN CARPORT UPGRADES

PROJECT 26110

1.0 CONTRACT 3

2.0 PERFORMANCE BOND 6

3.0 PAYMENT BOND 11

PROJECT REQUIREMENTS .....

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MIRAMAR SOUTHERN CARPORT UPGRADES PROJECT 26110
CONSTRUCTION CONTRACT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____day of_____, 20__, by and between **Coast Patio Covers**, hereinafter referred to as "CONTRACTOR," and Three Valleys Municipal Water District located in Los Angeles, California, hereinafter referred to as "TVMWD".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, TVMWD and the CONTRACTOR agree as follows:

A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Contract Documents FOR MIRAMAR SOUTHERN CARPORTS UPGRADES, in accordance with the Contract Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Contract Documents to be furnished by TVMWD, and to do everything required by this Contract and the said Contract Documents.

B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Contract Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by TVMWD, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Contract Documents are expressly stipulated to be borne by TVMWD; and for completing the Work in accordance with the requirements of said Contract Documents, TVMWD will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.

C. That TVMWD will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Request for Proposals and accepted by TVMWD, and set forth in this below.

Total Bid Price $ ***Two hundred forty-three thousand, four hundred eight*** *Dollars and* ***zero*** *Cents* ($243,408.00).

If this is not a lump sum bid and the Contract Price is dependent upon the

quantities constructed, TVMWD will pay and said CONTRACTOR shall receive, in full compensation for the Work the prices named in the Request for Proposals.

D. TVMWD hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

E. The Contract, Performance Bond, Payment Bond, Request For Proposal, Drawings, all Project Requirements, and all Addenda issued by TVMWD with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.

F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of TVMWD **One hundred twenty (120) calendar days** after Award of the Contract. All Work shall be completed before final payment is made.

G. Time is of the essence on this Contract.

H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by TVMWD, and that it is and will be impracticable to determine the actual damage which TVMWD will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to TVMWD the amounts as set forth in, Section C – CHANGES TO THE CONTRACT for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by TVMWD, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by TVMWD, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that TVMWD may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, TVMWD may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.

J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.

K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by TVMWD, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.

L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold TVMWD and its employees, Engineer, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of TVMWD and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the fullest extent permitted by law.

The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the CONTRACTOR.

IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Three Valleys Municipal Water District, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

Three Valleys Municipal Water District, Los Angeles County, California.	CONTRACTOR
By _____ *General Manager*	By _____
	_____ *Title*

Bond Number _____

2.0 PERFORMANCE BOND

WHEREAS**,** the Three Valleys Municipal Water District (“TVMWD”) has awarded **Coast Patio Covers** designated as the "Principal" herein, a contract for the work described as follows:

The Work consists of all materials, labor, tools, equipment, apparatus, facilities, transportation and incidentals necessary to furnish, install, commission, start up and deliver a complete and fully functional project in accordance with Contract Documents. Project includes the demolition of the existing southern carports and installation of a new alumawood carport at an increased height, extending over the uncovered handicapped space.

WHEREAS, on or about _____, 20___, the Principal entered into a Contract with the TVMWD for the construction of the work of improvement, which Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents concurrently with delivery to TVMWD of the executed Contract.

NOW, THEREFORE, Principal and _____ ("Surety"), a duly admitted surety in the State of California, are held and firmly bound to TVMWD for payment of the penal sum of $_____ ("the Bonded Sum"), in lawful money of the United States, for payment of which sum Principal and Surety jointly and severally bind themselves and their heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this Bond:

A. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to TVMWD for the complete and proper performance of the Contract, which is incorporated herein by reference.

B. If the Principal completely and properly performs all of its obligations under the Contract, the Surety and the Principal shall have no obligation under this Bond.

C. If there is no TVMWD Default, the Surety's obligation under this Bond shall arise

after:

1. TVMWD has declared a Principal Default under the Contract pursuant to the terms of the Contract; and
2. TVMWD has agreed to pay the Balance of the Contract Sum to:
   a. The Surety in accordance with the terms of this Bond and the Contract; or
   b. The CONTRACTOR selected to perform the Contract in accordance with the terms of this Bond and the Contract.
   c. If the Surety waives the right to perform Work under Paragraph D.4 below, TVMWD shall not be obligated to pay the Balance of the Contract Sum.

D. When TVMWD has satisfied the conditions of Paragraph C, the Surety shall promptly (within thirty (30) calendar days) and at the Surety's expense elect to take one of the following actions (provided, that unless and until TVMWD has actually terminated Principal for default, the Surety need only respond to TVMWD and commence a diligent investigation, not make an election):

1. Arrange for the Principal, with consent of TVMWD, to perform and complete the Contract (but TVMWD may withhold consent, in its sole discretion, in which case the Surety must elect an option described in Paragraphs D.2, D.3 or D.4, below); or
2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, but TVMWD may reject use of the contractor as an agent or independent contractor; or
3. Obtain bids from qualified contractors acceptable to TVMWD for a contract for performance and completion of the Contract (other than the original Principal), and, upon determination by TVMWD of the lowest responsible bidder, arrange for a contract to be prepared for execution by TVMWD and the contractor selected with TVMWD's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract; and, if the Surety's obligations defined in Paragraph F, below, exceed the Balance of the Contract Sum, then the Surety shall pay to TVMWD the amount of such excess; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with TVMWD, determine in good faith its monetary obligation for which it may then be liable to TVMWD under Paragraph F, below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefore to TVMWD with full explanation of the payment's calculation. If TVMWD accepts the Surety's tender under this Paragraph 4.4, TVMWD may still hold Surety liable for future damages then unknown or unliquidated resulting from the Principal Default. If TVMWD disputes the amount of Surety's tender under this Paragraph 4.4, TVMWD may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph F, below.

E. If the Surety does not proceed as provided in Paragraph D, above, then the Surety shall be deemed to be in default on this Bond ten (10) calendar days after receipt of an additional written notice from TVMWD to the Surety demanding that the Surety perform its obligations under this Bond. At all times TVMWD shall be entitled to

enforce any remedy available to TVMWD by law or under the Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.

F. The Surety's monetary obligation under this Bond is limited to the amount of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Contract. The Surety's obligations shall include, but are not limited to:

1. The responsibilities of the Principal under the Contract for completion of the Contract and correction of defective work;
2. The responsibilities of the Principal under the Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Contract, actual damages caused by non-performance of the Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;
3. Additional legal, design professional and delay costs resulting from the Principal Default or resulting from the actions or failure to act of the Surety under Paragraph D, above.

G. No right of action shall accrue on this Bond to any person or entity other than TVMWD or its heirs, executors, administrators, or successors.

H. The Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

I. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between TVMWD and the Principal regarding the Contract, or in the courts of the County of Los Angeles, or in a court of competent jurisdiction in the location in which the work is located.

J. Notice to the Surety, TVMWD or the Principal shall be mailed or delivered to the address shown on the signature page.

K. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

L. Definitions.

1. Balance of the Contract Sum: The total amount payable by TVMWD to the Principal pursuant to the terms of the Contract after all proper adjustments have been made under the Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Contract.

2. Contract: The agreement between TVMWD and the Principal identified on the signature page, including all Contract Documents and changes thereto.
3. Principal Default: Material failure of the Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
4. TVMWD Default: Material failure of TVMWD, which has neither been remedied nor waived, to pay the Principal progress payments due under the Contract or to perform other material terms of the Contract, if such failure is the cause of the asserted Principal Default and is sufficient to justify Principal termination of the Contract.

M. Qualification Regarding Extended Warranties. The Surety's liability for extended warranties for Subcontractors and suppliers shall not apply to a breach of any such extended warranty under the Contract that occurs more than one year after the applicable warranty commencement date under the Contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety of the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. Principal and Surety have caused this Bond to be duly executed and delivered as of this _____ day of _____, 20___.

SURETY:	PRINCIPAL:
_____	_____
Name	Name
_____	_____
Principal Place of Business	Address
_____	_____
By: _____	By: _____
Signature	Signature
_____	_____
Attorney-In-Fact	Printed Name
By:	Its: _____
	Title

NOTARIAL CERTIFICATION OF ATTORNEY IN FACT, CORPORATION SEAL AND SURETY SEAL MUST BE ATTACHED

ACKNOWLEDGMENT OF PERFORMANCE BOND

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/ executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Bond Number _____

3.0 PAYMENT BOND (Labor and Material Bond)

WHEREAS**,** the Three Valleys Municipal Water District ("TVMWD") has awarded **Coast Patio Covers** designated as the "Principal" herein, a contract for the Work described as follows:

The Work consists of all materials, labor, tools, equipment, apparatus, facilities, transportation and incidentals necessary to furnish, install, commission, start up and deliver a complete and fully functional project in accordance with Contract Documents. Project includes the demolition of the existing southern carports and installation of a new alumawood carport at an increased height, extending over the uncovered handicapped space.

WHEREAS, on or about _____, 20___, the Principal entered into a Contract with the TVMWD for the construction of the work of improvement, which Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, by terms of the Contract, as well as California Civil Code § 9550 et seq. and Public Contract Code § 22165(a), Principal is required to furnish a bond guaranteeing payment of claims.

NOW, THEREFORE, Principal and _____ ("Surety"), a duly admitted surety in the State of California, are held and firmly bound to the TVMWD for payment of the penal sum of $_____ ("the Bonded Sum"), in lawful money of the United States, for payment of which sum Principal and Surety jointly and severally bind themselves and their heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Principal shall fail to pay any of the persons named in California Civil Code § 9100 for all labor, materials, equipment or services used or reasonably required for use in performance of the Work of the Project, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum, otherwise this obligation shall be null and void.

The following terms and conditions shall apply with respect to this Bond:

A. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to TVMWD and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

B. With respect to TVMWD, this obligation shall be null and void if the Principal:
   1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2. Defends, indemnifies and holds harmless TVMWD from all claims, demands, liens or suits by any person or entity who furnished labor,

materials or equipment for use in the performance of the Contract, provided TVMWD has promptly notified the Principal and the Surety (at the address indicated below) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no TVMWD Default.

C. With respect to Claimants, this obligation shall be null and void if the Principal promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Principal or its subcontractors fail to pay any of the persons named in California Civil Code §9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or subcontractors pursuant to the Unemployment Insurance Code § 13020, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

D. The Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements under Civil Code § 9560.

E. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.

F. Amounts due the Principal under the Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Principal and the Surety under this Bond.

G. TVMWD shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

H. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

I. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, pursuant to California Civil Code § 9558, must be commenced before the expiration of six months after the period in which stop payment notices may be filed as provided in Civil Code § 9356.

J. Notice to the Surety, TVMWD or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, TVMWD or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

K. This Bond has been furnished to comply with Civil Code § 9000 et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

L. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

M. DEFINITIONS

1. Claimant: An individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code § 9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Principal and the Principal's subcontractors, and all other items for which a stop payment notice might be asserted.

2. Contract: The agreement between TVMWD and the Principal identified on the signature page, including all Contract Documents and changes thereto.

3. TVMWD Default: Material failure of TVMWD, which has neither been remedied nor waived, to pay the Principal as required by the Contract, provided that failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify termination of the Contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety of the date set forth below, the name of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. Principal and Surety have caused this Bond to be duly executed and delivered as of this _____ day of _____, 20___.

SURETY:	PRINCIPAL:
_____	_____
Name	Name
_____	_____
Principal Place of Business	Address
_____	_____
By:	By:

Signature	Signature
Attorney-In-Fact	Printed Name
By:	Its: Title

NOTARIAL CERTIFICATION OF ATTORNEY IN FACT, CORPORATION SEAL AND SURETY SEAL MUST BE ATTACHED

ACKNOWLEDGMENT OF PAYMENT BOND

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they/ executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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PROJECT REQUIREMENTS

SECTION A – REQUEST FOR PROPOSAL

Three Valleys Municipal Water District desires to demolish the existing Southern carports and install new carports at an increased height. Contractors are required to provide all needed materials and equipment.

Anticipated Scope of Work

- *Contractor to demolish and haul away existing wood carport. Existing supporting posts will remain. All dump and transportation fees shall be included. Daily cleanup and magnetic sweep of area is required. Contractor must accommodate normal chemical deliveries that occur. District will provide advanced notice as soon as its available. Chemical deliveries can be assumed to have 45-60 minute durations.*
- *Contractor to furnish all materials and labor to construct a new aluminum insulated carport with a minimum of 96 inches in height on the low slope and 100 inches in height on high slope. Alumawood or equivalent. Gutters and down spouts must be seamless of the same color as facia and be located on the lower end of the sloped roof.*
- *Sixteen (16) existing 4x4 in. carport supporting posts to be reinforced and sleeved with steel posts up to the increased height if determined suitable for reuse.*
- *Contractor to install additional two (2) concrete footings and two (2) 4x4 in. steel supporting posts as detailed in the engineered drawings and thus extending new carports over existing handicapped parking space.*
- *Contractor to install new insulated panels, ceiling, beams, posts, and trim as "dark bronze" color and all fascia and trim material shall have wood pressed patterns with mitered edge option*
- *Two rows of seven (7) LED lights (14 total) to be installed, wired, and inlayed into the carport ceiling equidistant between each light and parking spot. It is anticipated to utilize existing 120v power. Lights shall have adjustable color temperature selection.*
- *Constructed carports shall be constructed per engineered drawings to withstand seismic activity, wind, rain, and other weather effects.*
- *Contractors must obtain/complete CADIR contractor registration prior to submitting bids.* https://www.dir.ca.gov/public-works/contractor-registration.html
- *All labor to be in accordance with CA DIR Prevailing Wages Rates.*
- *Performance bond and payment bond are required.*
- *Standard insurance including general liability, automobile, and workers compensation are required.*
- *Provide a list of subcontractors used in your bid proposal.*
- *Site visit available upon request.*

Bid Items:

Southern Carport Line Items	Unit	Unit Price	Total
Demolish and Haul Existing Carport	LS		$
Construct New Insulated Carports (23' wide x 176' long)	4048 SF	$_____ / SF	$
Construct 2 Concrete Footings	2	$_____	$
Install 2 New Supporting Posts	2	$_____	$
Sleeve Existing Supporting Posts	16	$_____	$
Installation of LED Lights	28	$_____	$

Proposal Submission

Contractor must provide an electronic of submission of the proposal by 10 AM on Tuesday, August 25, 2026 via PlanetBids:

https://vendors.planetbids.com/portal/53500/bo/bo-detail/144344

END OF SCOPE OF WORK

THREE VALLEYS MUNICIPAL WATER DISTRICT
ADDENDUM NO. 1
Southern Carport Upgrades

August 11, 2026
Three Valleys hereby issues Addendum No.1.

Acknowledge receipt of this Addendum by signing and inserting its number and date on the acknowledgement below.

The purpose of the addendum is to provide the following changes to the bid documents:

1. Revision of Proposal Due Date and Time
2. Revision of the bid documents to change the number of LED lights from fourteen (14) to (28)
3. Provide responses to questions regarding the Bid Documents

- Revisions
  - Remove: **Contractor must provide an electronic of submission of the proposal by 2 PM on Tuesday, August 18, 2026 via PlanetBids:**
  - Replace with: **Contractor must provide an electronic of submission of the proposal by 2 PM on Tuesday, August 20, 2026 via PlanetBids:**
  -
  - Remove: ***Two rows of seven (7) LED lights (14 total)***
  - Replace with: ***Two rows of fourteen (14) LED lights (28 total)***

- Response to Proposers' questions

1. Is there a Pre-qualification required for this project?
   a. A California DIR and Contractors License is required. No other pre-qualifications are necessary.
2. Is there any Special Certification required to Contractor, as DBE, DVBE, SBE, SB, or MBE for this project?
   a. No special certifications required.
3. Are there any Special Labor Agreements required for this Contract, as PLA or CWA?
   a. No special labor agreements are required.
4. What is the Engineer Estimate?
   a. Engineers estimate is $300,000.
5. Is a Soil (Topographic) Test Report available for excavating new Post Footing Scope? Please provide it. (Ref. Foundation Notes/Plan S-1)
   a. A soils report has been uploaded to the available bid documents.
6. What is Project Duration? (Ref. Sample Agreement, Article V)
   a. Project Duration will be 120 calendar days.
7. What is Project Liquidated Damage if applicable?

a. Liquidated damages amount to $500 per day for each calendar day that substantial completion of the project is delayed.

8. Are the Engineering Calculations and Plans required by the Contractor to get a City Permit? Or, the City Permit procedure has been completed? Please Advise. (Ref. Plan S-1)
    a. A city permit is not required for this project.
9. What is the Permit Status of the Project? Did the Owner already complete the Plan Checked and Permit Pulling Procedure from the City? And, the awarding Contractor shall pull the permit from the City with Free of Charge? Please Advise.
    a. A city permit is not required for this project.
10. The Scope of Work required a Bid Bond (10%); however, no Bid bond form was provided in the Bid Package. Also, PlanetBids Submission Portal does not have the Bid Bond Uploading Options. Please confirm if the Bid Bond is required for this Project.
    a. Bid bonds are required for this project. Performance and Payment bonds are also required for this project.
11. If the Bid Bond is required, may we use a Surety's Standard Bid Bond Form? Or, will you provide one?
    a. Three Valleys' standard bid forms will be uploaded to the bid documents page. Three Valleys will also accept a Surety's Standard Bid Bond Form.
12. The Bid Submission shall be through an online portal via PlanetBids. What about the Bid Bond? If it is required, once we upload a copy of the Bid Bond via PlanetBids; then, do we have to deliver/mail the Original Bid Bond form with a wet sign to the Owner prior to the Bid Due Date? Or, keep it by the contractor for the Owner's further request?
    a. Please mail the original bid bond form with a wet sign no more than (3) business days after the bid due date and upload a scanned copy of the bid bond form on PlanetBids. A required document section has been added to upload a scanned copy of your bid bond.
13. The Scope of Work required Gutters and DownSpouts. How many downspouts are required?
    a. Downspouts shall be installed no more than 40 feet apart with each downspout being located at a column support for aesthetic purposes.
14. The drawing do not show gutters to be installed, but in the "Anticipated Scope of Work" it states, "Gutters and down spouts must be seamless of the same color as facia and be located on the lower end of the sloped roof." Please confirm that gutters are part of the scope of work. Thank you in advance.
    a. Gutters are part of the scope of work.

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15. A Field Note on Plan S-2 stated that (N) 24"dia x 48" dp. Conc. Pole FTG. (Reinforcement per Detail (4/S-3)) - 6 TYP.; however, the required (N) Posts & Post Footings are Two per Scope of Work. Please confirm the QTY. TYP.
    a. Only two new footings are required.
16. The Scope of Work required, "Demolish and haul away existing wood carport. Existing supporting posts will remain." What is the existing supporting posts' material type? Wood or Steel?

a. Existing supporting posts are steel.

17. The Scope of Work required, "Sixteen (16) existing 4x4 in. carport supporting posts to be reinforced and sleeved with steel posts." Please Confirm that (N) Posts to be sleeved shall be terminated at the top of the (E) Concrete Footing without embedding.
    a. New metal sleeves shall be full height as specified on the drawings to meet the specified upper elevations. The sleeves for existing posts shall terminate flush with the existing concrete slab on grade. All fasteners to secure the new sleeve shall meet the design drawings. New post shall be full height and embedded in concrete footing.
18. The Scope of Work required, "Install Gutters, down spouts, and trim as "dark bronze" color and all fascia and trim material shall have wood pressed patterns with mitered edge option." Please provide a detailed plan for all the required appurtenances items installation instructions.
    a. Contractor shall install all required appurtenances based on best practices and past experience and matching to existing previously installed aluminum shade structures onsite
19. Are there any existing Light Fixtures at the existing wood carport?
    a. Yes, there are existing light fixtures. Contractor to remove existing light fixtures during demolition. Power to the existing carports will be disconnected and locked out prior to demolition by the District.
20. The Scope of Work required, "Two rows of seven (7) LED lights (14 total) to be installed, wired, and inlayed into the carport ceiling equidistant between each light and parking spot. It is anticipated to utilize existing 120v power." Please provide an Electrical Plan with POC for the Power Supply Location, Switch or Timer Location, and (N) Light Fixtures Layout Plan. Please provide the Light Fixtures' Spec with Manufacturer's name & Model Number
    a. A Light Fixtures Layout Plan has added to the available documentation. Final placements shall be field verified. Amount of lights has been amended to "Two rows of fourteen (14) lights (28 total)".
    b. Contractor to procure LED lights that that are the same as or equivalent to,
        i. 8 in. LED Surface Mount Downlight Flush Mount Disk Light Fixture, 900-1100-1400LM, Selectable CCT 2700K-5000K
            - Brand: Commercial Electric, Model: A01059301A
21. May we install conduits on Surface Mounted for all (N) Light Fixtures Power Conductors?
    a. Yes, contractor may install surface mounted conduits.
22. The Scope of Work required (4) rows of (N) DBL Beams; however, Bid Schedule/Cost Breakdown Sheet does not have a Line Item for it. Where can we include the cost of (N) Beams Installation to? Or, would you revise the Bid Schedule including it? Please Advise.
    a. Cost of (N) Beams installation shall be included in the line item "Construct New Insulated Carports (23' wide x 176' long)".
23. Please provide the Technical Specs for all Required Scopes & Materials.
    a. All technical specifications are provided on the structural drawings and within the RFP.
24. Please Confirm that the Required Bid Documents are Bid Schedule/Cost Breakdown, Subcontractors' List, & Bid Bond to bid for this project. Otherwise, please advise.

a. Required bid documents include Contractor's bid proposal (includes completed bid schedule/line items), subcontractor form, bid bond, and any issued addendums.

25. Would you make a site visiting schedule for the bidder's site surveying/inspection prior to the Bid Due Date? Or, may we stop by the site by ourselves anytime without permission? Please advise.
    a. As noted in the Request for Proposals, site visits available upon request.
26. What is the Steel Structure Post and Beams Finishes? Galvanizing, Powder Coating or High Performance Paint without Galvanizing? Please advise with its Finish Schedule.
    a. Steel structure posts and beam finishes shall be powder coated.
27. Is the project required the 51% min. of Prime Contractor's Self-Performance for this project?
    a. This project does not required a 51% minimum self-performance by the prime contractor.
28. Will electrical conduit be required to be rigid?
    a. Both EMT and Rigid are acceptable with rain tight fittings, all junction boxes and penetrations through the insulated panels shall be sufficiently sealed with premium color matching construction sealant to prevent water intrusion and leaks.
29. What size electrical conduit is required?
    a. Electrical conduit shall be ¾ to 1 inch sized to fit additional wires which may be installed in the future.
30. Is it required to recycle the demolition material?
    a. No, it is not required to recycle the demolition material.

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ADDENDUM NO.1 ACKNOWLEDGEMENT

The Bidder hereby acknowledges the receipt of Addendum No. 1 and the incorporation thereof in the Bid Proposal for the **SOUTHERN CARPORTS UPGRADE**.

Bidder: _____ By: _____

(Bidder's Authorized Representative)

Date: _____ Title: _____

THREE VALLEYS MUNICIPAL WATER DISTRICT
ADDENDUM NO. 2
Southern Carport Upgrades

August 13, 2026
Three Valleys hereby issues Addendum No.2.

Acknowledge receipt of this Addendum by signing and inserting its number and date on the acknowledgement below.

The purpose of the addendum is to provide the following changes to the bid documents:

4. Revision of Proposal Due Date and Time
5. Revision of the bid documents to remove bid bond as a requirement. A bid bond is no longer required at the time of bid submittal and has been removed. A performance bond and a payment bond will still be required.

- Revisions
  - Remove: **Contractor must provide an electronic of submission of the proposal by 2 PM on Thursday, August 20, 2026 via PlanetBids:**
  - Replace with: **Contractor must provide an electronic of submission of the proposal by 10 AM on Tuesday, August 25, 2026 via PlanetBids:**
  -
  - Remove: ***Bid bond, performance bond, and payment bond are required.***
  -
  - Replace with: ***Performance bond and payment bond are required.***

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ADDENDUM NO.2 ACKNOWLEDGEMENT

The Bidder hereby acknowledges the receipt of Addendum No. 2 and the incorporation thereof in the Bid Proposal for the **SOUTHERN CARPORTS UPGRADE**.

Bidder: _____ By: _____

(Bidder's Authorized Representative)

Date: _____ Title: _____

SECTION B - PRELIMINARY MATTERS

1.0 BONDS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

A. Performance Bond:

1. Before execution of the Contract by TVMWD, the successful Bidder shall file with TVMWD, on the forms furnished herewith, a performance bond in an amount equal to one hundred (100) percent of the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to TVMWD, and that all materials and workmanship will be free from original or developed defects.

2. The performance bond shall be effective through the one (1) year warranty period.

B. Payment Bond (Material and Labor Bond): Before execution of the Contract by TVMWD, the successful Bidder shall file with TVMWD, on the forms furnished herewith, a payment bond (material and labor bond) in an amount equal to one hundred (100) percent of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by the CONTRACTOR to perform the Work.

C. Unsatisfactory Sureties: Should any Surety at any time be deemed unsatisfactory by TVMWD, notice will be given the CONTRACTOR to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by TVMWD.

D. Effect of Changes in the Work/Extensions of Time on the Surety: Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

E. Insufficiency of the Bonds: Should any bond(s) required under this section become insufficient, the CONTRACTOR shall renew the bond(s) within ten (10) calendar days after receiving notice from TVMWD of the bond's insufficiency.

a. **Procurement of Bonds:**

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, per the California Code of Civil Procedure Section 995.120, current on the date of the Notice of Award.

2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to TVMWD.

F. Term of Required Bonds: Except as provided otherwise in this section all bonds shall be maintained in full force and effect for a period of sixty (60) calendar days after completion and acceptance of the Work by TVMWD.

G. Attorney-in-Fact: The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

H. How Bonds are to be Payable: All bonds shall be made payable to TVMWD (Three Valleys Municipal Water District).

I. Signatures Required on Bonds:

1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the Bidder and the Surety.

2. The signature of the authorized agent of the Surety and the CONTRACTOR shall be notarized.

J. Cost of Bond Acquisition:

1. The Bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.

2. The costs to secure all bonds required under this section shall be included in the CONTRACTOR's bid.

2.0 CONTRACTOR'S INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS FOR CONTRACTORS: THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

The CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the

CONTRACTOR, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR's bid.

A. Minimum Scope of Insurance:

1. General Liability: ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number Gl 0001-87, covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

   The insurance shall include coverage for each of the following hazards:
   a. Premises – Operations
   b. Owners and Contractors Protective
   c. Broad Form Property Damage
   d. Contractual for Specific Contract
   e. Severability of Interests or Cross-Liability
   f. XCU hazards
   g. Personal injury-with the "Employee" exclusion

2. Automobile Liability: ($1,000,000) combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 01 87, covering Automobile Liability, code 1 "any auto".

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers liability limits of ($1,000,000) per accident.

4. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums show above, the Agency requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by TVMWD. At the option of TVMWD, either the insurer shall reduce or eliminate such deductibles or self-insured retention (as respects TVMWD), its officers, officials, employees, volunteers, property owners and engineers under contract to TVMWD; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability
   a. TVMWD, its officers, officials, employees, volunteers, property owners and any engineers under contract to TVMWD are to be covered as insureds, endorsement CG20 101185, as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to TVMWD, its officers, officials, employees, volunteers, property owners or engineers under contract to TVMWD.

   b. The CONTRACTOR's insurance coverage shall be primary insurance as respects TVMWD, its officers, officials, employees, volunteers, property owners or engineers under contract to TVMWD. Any insurance or self-insurance maintained by TVMWD, its officers, officials, employees, volunteers, property owners or engineers under contract to TVMWD shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TVMWD, its officers, officials, employees, volunteers, property owners or engineers under contract to TVMWD.

   d. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. The CONTRACTOR may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against TVMWD, its officers, officials, employees, volunteers, property owners or engineers under contract to TVMWD for losses arising from Work performed by the CONTRACTOR for TVMWD. Original Waiver of Subrogation endorsement must be furnished to TVMWD.

3. Builders Risk Insurance (Course of Construction) utilizing an “All Risk” (Special Perils coverage form): TVMWD is to be named as the loss payee.

4. All Coverages: Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to TVMWD.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A: VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: CONTRACTOR shall furnish TVMWD with certificates of insurance and with original endorsements effecting coverage required by TVMWD for themselves and all subcontractors, prior to commencing work or allowing any subcontractor to commence work under any subcontract. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that Agency is an additional insured on insurance required from subcontractors. Should the CONTRACTOR choose to absorb some of the risk associated with the thresholds, this does not remove the requirement to include the Agency as an additional insured on the subcontractor's policy. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by TVMWD before Work commences. TVMWD reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Liability and Indemnity:

1. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, defend, hold harmless and indemnify the INDEMNITEES from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages, in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, SUBCONTRACTORs, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence or willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES. CONTRACTOR shall defend the INDEMNITEES in any action or actions filed in connection with any claim with counsel of the INDEMNITEES' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the INDEMNITEES for any and all legal expenses and costs incurred by the INDEMNITEES in connection therewith.

2. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this AGREEMENT and indemnify and hold TVMWD harmless from any and all taxes, assessments, penalties, and interest asserted against TVMWD by reason of the independent contractor relationship created by this AGREEMENT. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold TVMWD harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. TVMWD may offset against the amount of any fees due to CONTRACTOR under this AGREEMENT any amount due to TVMWD from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to TVMWD any reimbursement or indemnification arising under this Subparagraph.

3. CONTRACTOR shall obtain executed indemnity agreements provisions identical to those in this Section F from each and every SUBCONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this AGREEMENT. If CONTRACTOR fails to obtain such indemnities, CONTRACTOR shall be fully responsible and indemnify, hold harmless and defend the INDEMNITEES from and against any and all claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR's SUBCONTRACTORs, its officers, agents, servants, employees, SUBCONTRACTOR, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR's SUBCONTRACTOR shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence *or* willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES.

   A. ***Workers' Compensation Acts not Limiting:*** CONTRACTOR's obligations under this Section F, or any other provision of this AGREEMENT, shall not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to TVMWD, its officers, agents, employees and volunteers.

   B. ***Insurance Requirements not Limiting:*** TVMWD does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by TVMWD, or the deposit with TVMWD, of any insurance policy or certificate required pursuant to this AGREEMENT. This hold harmless and indemnification provisions in this Section F shall apply regardless

of whether or not any insurance policies are determined to be applicable to the liability, claim, tax, assessment, penalty or interest asserted against TVMWD.

C. ***Survival of Terms:*** The indemnification in this Section F shall survive the expiration or termination of this AGREEMENT.

G. Loss or Damage: All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the Work, from the action of the elements, or from any act or omission on the part of the CONTRACTOR or any subcontractor, supplier, person, or agent employed by the CONTRACTOR shall be borne by the CONTRACTOR.

3.0 ACTS OF GOD

As provided in the California Public Contract Code Section 7105 the CONTRACTOR shall not be responsible for the cost of repairing or restoring damaged portions of the Work caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications. For purposes of this section, the term "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes and tidal waves, when such occurrences or conditions and effects have been proclaimed a disaster or state of emergency by the Governor of California or by the President of the United States, or were of a magnitude at the site of the Work sufficient to have caused such a proclamation had they occurred in a populated area.

5.0 COMMENCEMENT OF CONTRACT TIME

A. Notice to Proceed: TVMWD will issue the Notice to Proceed after the Contract has been awarded by TVMWD and bonds and insurance have been accepted, unless otherwise agreed in writing between TVMWD and the CONTRACTOR.

SECTION C - CHANGES TO THE CONTRACT

1.0 CHANGE OF CONTRACT TIME

A. Liquidated Damages:
In the event that CONTRACTOR fails to achieve Substantial Completion of the Work within the Contract Time, CONTRACTOR agrees to pay TVMWD $**500** per day for each calendar day that Substantial Completion is delayed.

SECTION D - CONTRACTOR'S RESPONSIBILITIES

1.0 USE OF PREMISES

A. Cleaning the Work Site:

1. During the progress of the Work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work.

2. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by TVMWD.

SECTION E – NOT UTILIZED

SECTION F - PAYMENTS TO CONTRACTOR

1.0 APPLICATION OF PROGRESS PAYMENT

A. Processing: Once each calendar month, TVMWD will process a progress payment, based on TVMWD's standard Progress Pay Estimate form. The Progress Pay Estimate needs to be submitted to TVMWD no later than the 20th of each month and projected through the 20th of the month. Progress Pay Estimates shall be submitted and approved by TVMWD for the work completed during the preceding calendar month.

1. The first progress payment application shall not be applied for until the PRELIMINARY BASELINE PROJECT CONTROL SCHEDULE is accepted.

The Progress Pay Estimates shall be prepared, submitted with an updated construction schedule, recorded drawings and signed by the CONTRACTOR who shall submit it to TVMWD.

B. Contents: The Progress Pay Estimate shall cover work performed by the CONTRACTOR during the preceding calendar month plus the paid invoice cost of materials and equipment suitably stored at the site of the Work. Payment for material and equipment stored shall be based on Vendors' paid invoices, which shall be listed by the CONTRACTOR.

1. The Progress Pay Estimate in which payment is requested for material and equipment suitably stored shall include a copy of the paid invoice covering the material and equipment; a warranty that the materials and equipment are free and clear of liens, charges, security interests, and encumbrances; and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect TVMWD's interest therein; all of which will be satisfactory to TVMWD.

The CONTRACTOR shall prepare and update for each Application for Payment a list of invoices showing:

a) the total amount of each invoice.
b) the invoice amount that has been incorporated in the Work.
c) the remaining invoice amount that is stored for which payment is requested that month.

2. Only material and equipment that will become an integral part of the Work may be included in the Progress Pay Estimate.

3. Payments for job site delivered material or equipment shall not reduce the CONTRACTOR's responsibility for such material or equipment until it has been installed.

C. Withholding: TVMWD will withhold five (5) percent of the progress payment amount.

D. Retention of Withholding: The CONTRACTOR may elect to receive 100% of the approved payments due to the CONTRACTOR under the Contract from time to time, without withholding of any portion of the payment by TVMWD. The CONTRACTOR may deposit securities with a value equivalent to the anticipated withholding, in accordance with Section 22300 of the Public Contracts Code of the State of California. Securities eligible for such deposit shall be limited to those listed in Section 16430 of the California Government Code and subject to the approval of the owner. Such securities, if deposited by the CONTRACTOR, shall be valued by TVMWD, whose decision on the valuation of the securities is required to execute an Escrow Agreement. The Escrow Agreement shall be substantially in the form of the draft escrow agreement supplied by the Legislature in the above referenced section of the code. In addition, TVMWD requires that following paragraph shall be added to the Escrow Agreement, as follows:

"TVMWD shall have the right declaring (i) substandard performance, (ii) failure to perform, and/or (iii) the assessment of liquidated damages against the CONTRACTOR; to draw upon the funds held in the escrow account. Upon seven calendar days written notice to the Escrow Agent, the Escrow Agent shall immediately convert sufficient securities to cash to satisfy TVMWD's notice. Upon written authorization of TVMWD, the Escrow Agent shall distribute the cash as instructed by TVMWD."

E. No Payment for Temporary Work: No direct payment will be made to the CONTRACTOR for providing transportation, light, power, tools, and equipment, or for furnishing, building, and maintaining camps, construction plant, access road, sanitary conveniences, disposal works, water supply, fire protection, guards, trestles, telephone system, and other temporary works, or for the removal of all temporary structures, plant and materials, or for medical attendance or health protection, or for watchmen, magazine keepers or guards, or for any other service, thing or materials, unless payment therefore has been definitely provided in the Contract Documents. Compensation for all such services, facilities, things, or materials necessary or required to execute the Work in accordance with the provisions of the Contract shall be considered as having been included in the prices stipulated for the appropriate items.

F. Materials, Services and Facilities: It is understood that except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the Work within the specified time. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to TVMWD, except as provided for in Section C-

CHANGES TO THE CONTRACT.

2.0 CONTRACTOR'S WARRANTY OF TITLE

A. CONTRACTOR's Warranty and Guarantee: The CONTRACTOR warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Work or not, shall pass to TVMWD no later than the time of payment free and clear of liens, charges, security interests, and encumbrances.

B. Right of Property: Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in material and equipment used after they have been attached or affixed to the Work or the soil and accepted. Such materials and equipment shall become the property of TVMWD upon being so attached or affixed and accepted.

3.0 PARTIAL ACCEPTANCE

A. Partial Acceptance Limited: Unless otherwise specified in the Special Conditions or phased construction is required, no partial acceptance of the Work will be made, and no acceptance other than the final acceptance of the completed Work will be made.

B. Inspection and Acceptance of Parts of the Work: No inspection, progress payment, or acceptance pertaining to specific parts of the Work shall be construed as final acceptance by TVMWD.

C. Right to Use: TVMWD shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or such portions may not have expired. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time or both, as TVMWD may determine. Should any portion of the Work in use be damaged thereby, TVMWD shall bear the expense for repairing such damage. However, if the portion being so used should reveal deficiencies of materials or Workmanship, it shall be the CONTRACTOR's responsibility to replace the defective construction.

D. Partial Acceptance of Work: Acceptance of any portion of the Work prior to acceptance of the whole shall not be construed as absolving the CONTRACTOR of responsibility for any item of construction or incidental work included in the Contract.

4.0 FINAL ACCEPTANCE

A. Notice of Readiness: After the CONTRACTOR has completed the Work in accordance with the Contract Documents, including the CONTRACTOR's testing and cleanup, the CONTRACTOR shall notify TVMWD by written memorandum that the Work has been completed and ready for final inspection by TVMWD.

B. Inspection: TVMWD will proceed to make an inspection within ten (10) calendar days after receipt of the CONTRACTOR's notification.

1. Items found by TVMWD to be defective will be noted to the CONTRACTOR.
2. After the CONTRACTOR has corrected the defective items, the procedure shall be the same as stipulated under the General Conditions, Section F – PAYMENTS TO CONTRACTOR, for the CONTRACTOR's Notice of Readiness and request for re-inspection.

5.0 FINAL PAYMENT AND FINAL ACCEPTANCE

A. TVMWD's Payment: For and in consideration of the faithful performance of the Work, TVMWD will pay the CONTRACTOR the amount earned as computed from the actual quantities of Work performed under the Contract and to make such payment in the manner and at the times stipulated.

B. Date of Actual Completion: The date upon which the Work will be considered as complete shall be that date upon which the Work is accepted by TVMWD.

6.0 PAYMENTS TO CONTRACTOR

After completion of certain phases of the Work, including all testing and other preparation necessary for operation of such portions by TVMWD as herein specified, but prior to final completion of the Work, provisions may be made for partial acceptance in writing by TVMWD for such portions only. The portions of the Work to be included for partial acceptance prior to final project completion will be noted at the preconstruction conference in accordance with CONTRACTOR's schedule, or by written notice to the CONTRACTOR at the earliest possible time.

The guarantee period for such portions of the Work shall commence with the date of their acceptance for use by TVMWD. However, full payment for such portions will not be made until final acceptance of the total Work.

7.0 ASSIGNMENTS OF PAYMENT

A. Assignments by CONTRACTOR: No assignment by the CONTRACTOR of the whole or any part of the Contract, or of funds to be received there under by the CONTRACTOR will be recognized by TVMWD unless such assignment has had prior written consent of TVMWD, and the CONTRACTOR's surety has been given due notice of such assignment in writing and has consented thereto in writing.

B. CONTRACTOR Assigns to TVMWD: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or the subcontractor offers and agrees to assign to TVMWD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16600] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or

materials pursuant to this Contract or the subcontract.

C. Assignment Becomes Effective: This assignment shall be made and become effective at the time TVMWD tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

8.0 RESPONSIBILITY FOR INDEBTEDNESS

CONTRACTOR's Payment of Debt: Indebtedness incurred for any cause in connection with the Work shall be paid by the CONTRACTOR, and TVMWD is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract or under applicable laws and regulations.

SECTION G – NOT UTILIZED

SECTION H – NOT UTILIZED

SECTION I – NOT UTILIZED

SECTION J - SITE CONTROL

1.0 CLEANING

Throughout the period of construction the CONTRACTOR shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.

2.0 FINAL SITE CLEAN-UP

Upon completion of the Work, and prior to final acceptance, the CONTRACTOR shall remove from the vicinity of the Work all plant, surplus material, and equipment belonging to them or used under their direction during construction. Upon completion of construction activities, the CONTRACTOR shall return the site to as neat and safe condition as existed prior to mobilization. Wherever applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the Work:

A. Marks, stains, fingerprints, and other soil and dirt shall be removed from all Work to the satisfaction of TVMWD.

B. All new equipment shall be cleaned and all stairs, paint spots, and dust shall be removed.

C. All dig-alert, construction, or survey markings within the right-of-way and TVMWD facilities shall be removed prior to the release of retention.

Before the facility goes on-line, all channels, pipes, basins, reservoirs, and tanks shall be cleaned. Where practicable, cleaning shall be by washing down, otherwise broom cleaning will be acceptable.

The CONTRACTOR shall touch up or repair finished surfaces on structures, equipment, fixtures, or installations that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

3.0 WASTE DISPOSAL

The CONTRACTOR shall dispose of all surplus materials, waste products, and debris and shall make all necessary arrangements for such disposal. The CONTRACTOR shall obtain all required permits and/or written permission from property owner prior to disposing surplus materials, waste products, or debris on private property.

Ditches, washes, or drainage ways shall not be filled if this action may create water

control problems.

Disposal operations shall not create unsightly or unsanitary nuisances. All disposal containers less than 60 gallons shall have lids that can be secured to contain materials and be emptied weekly or when full.

The CONTRACTOR shall maintain the disposal site in a condition of good appearance and safety during the construction period. Prior to final acceptance of the Work the CONTRACTOR shall have completed the leveling and clean-up of the disposal site.

THREE VALLEYS
MUNICIPAL WATER DISTRICT

BOARD ACTION

BOARD OF DIRECTORS
STAFF REPORT

To:	TVMWD Board of Directors
From:	Matthew H. Litchfield, General Manager
Date:	November 4, 2026
Subject:	Approval of Computerized Maintenance Management System (CMMS) Implementation – Siemens Asset Management Software

Staff Recommendation

Staff recommends that the Board of Directors:

1. Award the Computerized Maintenance Management System (CMMS) Implementation contract with Brightly Software, Inc. d/b/a Siemens Asset Management Software ("Siemens") for a three-year term (January 1, 2027 through December 31, 2029) in an amount not to exceed $96,073.24; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

Background

The District does not currently have a CMMS which is commonly referred to as a work order system. Operations maintenance activities are currently paper-based, which do not provide a centralized system for work orders, preventive maintenance, inspections, equipment history, labor and material costs, or management reporting.

This project is part of the General Manager's Workplan for FYE 2027 (Board of Directors meeting, June 17, 2026), which includes the goal under Strategic Plan Objective 2.5 – Operational Strategies to "Develop workflows and customized reports to improve operational and business efficiency and transparency."

Staff researched CMMS options through the Esri Infrastructure Management GIS conference, references from other water districts, past CMMS experience, discussions with GIS consultants, and vendor demonstrations. The requirements in the RFP were developed internally from staff interviews.

Discussion

The goal of the CMMS is to give District staff a single, secure system to plan, track, and report on maintenance work across the water treatment plant, wells, reservoirs, booster stations, vaults, hydroelectric facilities, and administrative facilities, replacing the manual and paper-based methods currently used. The primary objectives are to:

- Centralize work management. Manage work orders, service requests, inspections, and preventive maintenance in one system, with complete maintenance history for each asset, location, and facility.
- Improve preventive maintenance. Schedule recurring work and track preventive maintenance compliance, overdue work, and backlog so management can see where maintenance is falling behind.
- Equip field crews. Provide secure mobile applications with offline access so staff can look up assets, complete checklists, capture photos, and close out work from the field.
- Increase efficiency and transparency. Provide configurable reports and dashboards for management and executive oversight of work backlog, labor and material costs, asset history, inspections, and safety documentation, supported by audit-ready records.
- Leverage the District's GIS investment. Complement, not replace, ArcGIS, which remains the source of truth for infrastructure assets.

Solicitation and Proposals Received

In August 2026, the District issued a Request for Proposals (RFP) for CMMS implementation, including software, configuration, training, and ongoing support for a baseline of 20 users. Staff directly contacted 10 vendors. Two proposals were received: OpenGov and Siemens.

Evaluation

A four-member Selection Committee representing Information Technology, Operations, and Engineering evaluated the proposals using the criteria and weights published in the RFP. Both firms were invited to a 90-minute interview and demonstration, held the week of October 5, 2026. Staff unanimously selected Siemens' system based on the following:

- Siemens responded to each scope-of-services item in the RFP and accepted the required milestone-based payment structure, with 10% of professional services fees retained until project completion. OpenGov stated it could not provide the milestone structure and requested a date-based alternative, and proposed extensive exceptions to the District's Professional Services Agreement.
- Siemens' Asset Essentials is a cloud-hosted (SaaS) solution with a 99.9% availability target, a Recovery Point Objective of one hour, a Recovery Time Objective of 24 hours, single sign-on with Microsoft Entra ID, and a commitment to notify the District within 72 hours of a confirmed or reasonably suspected breach, consistent with the RFP.
- The solution integrates with the District's ArcGIS environment through a one-way sync, so the District's existing GIS asset data remains the source of truth.

- Siemens has more than 25 years of experience and California water agency references.

The proposed Siemens Asset Essentials subscription for the District's 20 baseline users includes the Analytics, Inventory, Facilities, Treatment Plants, Water Distribution, Fleet, and GIS Asset Management modules. Key functions are:

- Work and service requests: Work orders (planned, corrective, emergency, inspection, safety, and facilities) with assignment, scheduling, labor, parts, cost tracking, and closeout, plus internal service request intake through a requester portal with routing and approvals.
- Preventive maintenance and inspections: Recurring schedules based on calendar dates, runtime, or meter readings (entered manually), and inspection checklists with pass/fail criteria that generate follow-up work orders.
- Mobile field access: Native iOS and Android applications with offline access to assigned work and asset information, photo and barcode capture, and synchronization when connectivity returns.
- Asset registry and GIS: Location and asset hierarchy with a one-way synchronization from ArcGIS, so ArcGIS/SDE remains the source of truth, and map views of assets and work.
- Inventory: Parts, storerooms, purchase orders, and reorder notifications.
- Reporting and analytics: Standard and configurable reports and dashboards, export to CSV, Excel, and PDF, and an audit history of changes and approvals. API access for tools such as Power BI is optional and not included in the quoted price.
- Security and data: Cloud hosting with encryption, role-based access, Microsoft Entra ID single sign-on, a 72-hour breach notification commitment, and District ownership of its data.

Fiscal Impact

The not-to-exceed amount of $96,073.24 covers the three-year term: $43,468.33 in Year 1 (subscription of $25,158.98 and one-time implementation of $18,309.35), $25,913.75 in Year 2, and $26,691.16 in Year 3 (approximately 3% annual increases). The project is budgeted under the District's Capital Improvement Program (CIP).

Environmental Impact

None

Strategic Plan Objective(s)

1.4 – Operational Efficiency
2.5 – Operational Strategies
3.3 – Emerging Technology
3.5 – Data Quality

Attachment(s)

Exhibit A – Request for Proposals and Addendum No. 1 (including Responses to Questions)
Exhibit B – Siemens Technical Proposal (Volume 1)
Exhibit C – Siemens Cost Proposal (Volume 2, revised October 27, 2026)

Meeting History

Board of Directors Meeting, June 17, 2026, General Manager Workplan FYE 2027
Board of Directors Meeting, May, 2026, Approval of FY 2026/27 Budget and Capital Program
Special Board of Directors Workshop Meeting, April 27, 2026, Informational Item Only

RP/ML

THREE VALLEYS MWD

REQUEST FOR PROPOSALS

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION

PROPOSAL DUE DATE: 5:00 pm on Thursday, September 3rd via email to Robert Peng, Information Technology Manager, at rpeng@tvmwd.com. Hard copies of proposals will NOT be accepted.

Anticipated Schedule:

- Request for Clarifications: August 27, 2026
- Proposal Due: September 3, 2026 at 5:00PM
- Short List: September 10, 2026
- Potential Interviews: Week of September 21
- Contract and Insurance Due September 24, 2026
- Award Contract October 7, 2026

The District reserves the right to adjust the schedule as necessary.

EXECUTIVE SUMMARY

Three Valleys Municipal Water District ("District" or "Three Valleys") is soliciting proposals from qualified vendors, solution Consultants, and implementation partners to furnish, configure, deploy, implement, train, and support a Computerized Maintenance Management System ("CMMS") for District operations, water operations maintenance, service request management, and facilities maintenance activities.

The District seeks a practical, scalable, secure, and field-friendly CMMS tailored to the needs of a wholesale water district. The solution shall improve visibility into work orders, service requests, preventive maintenance compliance, facilities maintenance, equipment history, staff workload, regulatory and safety documentation, and management reporting across water transmission,

pumping, storage, treatment, metering, electrical, instrumentation, facility, fleet, and related operational assets.

The District is also interested in asset management capabilities for potential future use, such as condition assessment, criticality, risk scoring, lifecycle planning, and capital renewal planning. These capabilities are desired and may be evaluated as future value, but they are not minimum requirements for initial CMMS implementation unless specifically included in the final negotiated scope.

The primary objectives of this procurement are to:

- Implement a centralized CMMS that supports District-approved asset references or asset records, work orders, service requests, facilities maintenance, inspections, preventive maintenance, parts/materials, labor, contractors, attachments, mobile field work, dashboards, and reports.
- Improve planned, corrective, emergency, inspection, service request, and facilities maintenance workflows for water wholesaler operations, including pump stations, reservoirs/tanks, treatment and chemical systems, meters, valves, pressure and flow control facilities, electrical and instrumentation assets, generators, buildings, vehicles, and related equipment.
- Provide secure mobile field applications or responsive mobile capabilities for iOS and Android, including offline work order access, asset lookup, checklist completion, photo/document capture, barcode/QR scanning where available, and synchronization.
- Provide configurable reports and dashboards for work backlog, preventive maintenance compliance, open/closed work, service requests, labor and material costs, asset history, downtime, inspections, safety documentation, facilities maintenance, and management oversight.

INTRODUCTION

Three Valleys Municipal Water District is a wholesale water agency providing imported and supplemental water supplies to municipal and private retail water agencies in the Pomona, Walnut, southeast Los Angeles County, and north Orange County areas. The District's operations require reliable facilities, equipment, transmission, storage, treatment, and control assets to support safe and dependable water delivery to its customer agencies.

The District currently uses Esri-based GIS capabilities for mapping, asset location context, and the authoritative spatial asset registry. The selected CMMS must complement, not replace, the District's GIS investment. ArcGIS integration is optional; however, Proposers shall clearly describe whether the CMMS can read GIS services directly, synchronize GIS data, store related asset records, link to ArcGIS records, or use another integration or data governance approach. Proposers shall identify how asset identifiers, geometry, attributes, attachments, and work history will be governed to avoid duplicate or conflicting information.

PROJECT DESCRIPTION

The District is requesting proposals from qualified CMMS Consultants to implement a CMMS platform and associated professional services. The selected Consultant shall furnish software licenses/subscriptions, hosting if applicable, installation if District-hosted (on-premise), configuration, testing, training, documentation, go-live support, and ongoing maintenance and support services. General migration services are not required. Asset data loading or migration services are required only if the proposed solution does not use ArcGIS as the asset registry or otherwise requires approved asset data to be loaded into the CMMS.

The CMMS shall support horizontal and vertical utility assets and related maintenance workflows. Example asset classes may include, but are not limited to, transmission pipelines, valves, meters, vaults, pump stations, reservoirs/tanks, hydroelectric stations, facilities, treatment equipment, chemical feed systems, analyzers, SCADA-connected equipment, electrical panels, motor control centers, motors, pumps, generators, instrumentation, security equipment, buildings, HVAC, fleet, tools, and other District-maintained infrastructure and equipment.

The District's minimum functional and technical requirements include:

- Support for the baseline role-based user population: four (4) Executives, four (4) Managers [two (2) Operations and two (2) Administration], ten (10) Field Workers, and two (2) Water Resources/Engineering users.
- Deployment options, with the Proposer clearly describing SaaS/vendor-hosted, District-hosted/on-premise, or hybrid architecture, responsibilities, security, and costs.
- A CMMS asset registry, asset hierarchy, or asset reference model capable of supporting District maintenance workflows while recognizing ArcGIS/SDE as the District's source of truth for approved spatial assets.
- A documented process for reconciling CMMS asset records with ArcGIS if the proposed solution does not use ArcGIS as the CMMS asset registry.
- Work order, service request, and facilities maintenance management for planned, unplanned, corrective, preventive, emergency, inspection, and safety-related work.

- Preventive maintenance scheduling based on time, usage, meter readings, runtime, condition, inspections, regulatory requirements, or other configurable triggers.
- Native or fully supported mobile field applications or responsive mobile web capabilities for iOS and Android with offline capability and synchronization.
- Dashboards, reports, exports, documentation, safety checklists, audit-ready history, management analytics, and data access methods for third-party analytics or business intelligence platforms.
- Optional ArcGIS Enterprise, ArcGIS Online, SDE, map-based asset lookup, and geospatial work management integration capabilities if available. ArcGIS integration is not a minimum requirement.
- Role-based access control, audit trails, secure administration, encryption, and support for single sign-on using Microsoft Active Directory and/or Entra ID where available.
- Implementation, workflow configuration, work order/service request template configuration, testing, training, go-live support, and continuous support services.
- A project timeline, milestone schedule, and milestone-based payment schedule, with the remaining ten percent (10%) of implementation/professional services fees payable only after user acceptance testing, project closeout, and District signoff.
- Optional future asset management capabilities, including condition, criticality, risk scoring, lifecycle analysis, replacement planning, and capital planning, clearly priced and separated from required CMMS implementation.
- The proposed solution should be configurable through standard product functionality whenever practical. Proposers shall identify any requirement that requires custom development, third-party software, custom reports, custom integration, professional services, additional modules, or separate licensing.
- Unless expressly included in the selected scope, this procurement does not include replacement of the District's GIS, full correction of source asset data, general historical data migration, implementation of a new ERP system, SCADA/OT integration, utility billing integration, or full enterprise asset management implementation. Proposers may recommend optional future phases for these items where beneficial.

EXISTING ENVIRONMENT

GIS AND ASSET REGISTRY

- The District currently uses ArcGIS Enterprise and ArcGIS Online.
- The District's authoritative spatial asset registry is maintained in the District's enterprise geodatabase (SDE).
- GIS assets may be exposed through ArcGIS Enterprise services, feature layers, web maps, web applications, and/or ArcGIS Online content as approved by the District.

- The District uses ArcGIS as the single source of truth for approved spatial asset records. The CMMS may integrate with ArcGIS, reference ArcGIS asset identifiers, synchronize approved asset data, or maintain a separate CMMS asset registry, provided the Proposer describes governance and reconciliation methods.
- ArcGIS integration is optional. Proposers shall state whether the proposed solution supports ArcGIS integration and, if so, describe supported integration patterns, including feature services, REST services, web maps, webhooks, APIs, scheduled synchronization, real-time/direct reads, or other supported methods.
- If the proposed CMMS maintains an asset registry separate from ArcGIS, the Proposer shall describe how the District would reconcile differences between the CMMS asset registry and ArcGIS, including stable identifiers, matching rules, change ownership, conflict resolution, exception reporting, audit trails, and recommended operating procedures.

SERVER AND DATABASE

- The District uses VMware and Microsoft-based server environment.
- The District uses Microsoft SQL Server as part of its database environment.
- Proposers recommending District-hosted/on-premise deployment shall identify all supported operating systems, database platforms, web/app server components, storage, CPU, memory, backup, monitoring, high availability, disaster recovery, license, and administrative requirements.
- Proposers recommending vendor-hosted/SaaS deployment shall identify hosting location, tenancy model, service levels, backup and disaster recovery commitments, data residency options, maintenance windows, and District responsibilities.

NETWORK AND SECURITY

- The District maintains a network DMZ for externalized, public-facing web applications.
- Any proposed externally accessible requester portal, customer/agency portal, public web application, mobile gateway, API endpoint, or integration endpoint shall include a clear network, security, authentication, and data protection design.
- Proposers shall describe firewall, TLS/HTTPS, certificate, reverse proxy, web application firewall, VPN/private connectivity, remote support, logging, monitoring, and assumptions applicable to the proposed deployment model.

IDENTITY AND ACCESS MANAGEMENT

- The District uses Microsoft Active Directory and Microsoft Entra ID for user authentication and management.
- The proposed solution should support single sign-on and modern identity federation methods such as SAML 2.0, OpenID Connect, OAuth 2.0, or other supported standards.
- Proposers shall describe support for MFA, role mapping, groups, least-privilege administration, user provisioning/deprovisioning, audit logging, session management, and mobile device/session controls.

END-USER AND OPERATIONAL CONTEXT

- For pricing and planning purposes, the baseline role-based user population is four (4) Executives, four (4) Managers [two (2) Operations and two (2) Administration], ten (10) Field Workers, and two (2) Water Resources/Engineering users.
- Proposers shall map these District roles to their license model, including named, concurrent, mobile, requester-only, read-only/dashboard, administrator, power-user, API/service account, and optional module users as applicable.
- Mobile field work shall support intermittent or unavailable connectivity typical of field, facility, vault, pump station, and remote infrastructure environments.
- The District may use the CMMS to support internal requests, operations requests, preventive maintenance, inspections, corrective repairs, emergency work, facilities maintenance, equipment history, and management reporting. Public-facing or customer-agency-facing request intake may be proposed as an optional feature if applicable.

SCOPE OF SERVICES

PROJECT INITIATION AND PLANNING

The Consultant shall:

- Conduct a project kickoff meeting with District stakeholders.
- Confirm project objectives, scope boundaries, deployment model, role-based user counts, asset classes, asset registry approach, initial workflows, work order/service request templates, optional integrations, reporting needs, data sources, security assumptions, and key implementation assumptions.
- Develop a project management plan, implementation schedule, communication plan, issue/risk log, action/decision log, responsibility matrix, and acceptance checkpoint plan.
- Provide a project timeline identifying major phases, milestones, deliverables, District review points, acceptance criteria, dependencies, and target dates.

- Provide a milestone-based payment schedule aligned with project milestones. The payment schedule shall reserve the remaining ten percent (10%) of implementation/professional services fees until project closeout after successful user acceptance testing and District project signoff.
- Identify District and Consultant responsibilities, including data ownership, system administration, configuration, hosting, backups, testing, cybersecurity, user acceptance, and go-live obligations.
- Provide a documentation request list and implementation intake templates limited to information needed for configuration, conditional asset data services if applicable, security, reporting, and testing.

DISCOVERY, REQUIREMENTS, AND WORKFLOW VALIDATION

The Consultant shall:

- Validate District maintenance workflows for water operations, facilities maintenance, service request intake, preventive maintenance, inspections, emergency work, reporting, approvals, and closeout.
- Document role-based workflow needs for Executives, Operations Managers, Administration Managers, Field Workers, and Water Resources/Engineering users.
- Confirm initial work order types, service request types, priorities, statuses, problem/cause/remedy codes, failure codes, labor codes, equipment codes, notification rules, and closeout requirements.
- State how many work order templates, service request templates, preventive maintenance templates, inspection forms, and checklists the Consultant will configure as part of the base scope.
- Identify the unit cost, hourly rate, or professional services estimate for additional work order/service request templates requested by the District after the agreed base scope.
- Identify requirements that can be met through standard configuration, optional modules, third-party products, custom development, integrations, or future phases.

TECHNICAL ARCHITECTURE AND EXISTING ENVIRONMENT FIT

The Consultant shall:

- Provide a proposed deployment architecture for SaaS/vendor-hosted, District-hosted/on-premise, or hybrid deployment, including diagrams and responsibility matrix.
- Describe compatibility with the District's VMware, Microsoft, SQL Server, Active Directory, Entra ID, ArcGIS Enterprise, ArcGIS Online, SDE, and DMZ environment where applicable to the proposed deployment and optional integrations.

- Provide a technical architecture narrative and diagram showing users, application components, databases, identity providers, mobile devices, APIs, integration components, public/external endpoints, optional GIS components if proposed, and security boundaries.

- Describe supported browsers, mobile operating systems, device requirements, database versions, server operating systems, virtualization support, cloud hosting Consultants, and client/network prerequisites.
- Describe monitoring, logging, alerting, backup, disaster recovery, patching, release management, and administrator responsibilities.
- Describe environments needed for development, test, staging, training, and production, including costs and limitations.

SOFTWARE DEPLOYMENT, INSTALLATION, AND BASE CONFIGURATION

The Consultant shall:

- For vendor-hosted/SaaS proposals, provision the production environment and, if available, a non-production sandbox or staging environment.
- For District-hosted/on-premise proposals, provide installation media/packages, prerequisites, server sizing, SQL Server requirements, service accounts, firewall/port requirements, certificate requirements, patching procedures, backup requirements, and installation support.
- Configure baseline modules, user roles, permissions, locations, asset hierarchy or asset reference model, work order types, request types, statuses, priorities, problem/cause/remedy codes, labor codes, parts/materials, vendors, notifications, forms, dashboards, and reports included in the selected scope.
- Configure requester intake workflows for District staff who submit work requests but do not require full CMMS workflow access, if such roles are part of the proposed licensing model.
- Identify all modules, connectors, add-ons, mobile applications, third-party products, and licenses required for the proposed solution.

WORK ORDERS, SERVICE REQUESTS, AND FACILITIES MAINTENANCE CONFIGURATION

The Consultant shall:

- Configure work order lifecycle functionality from request intake through assignment, scheduling, execution, review, closeout, and history.

- Support planned, unplanned, emergency, corrective, inspection, preventive, safety, water operations, and facilities maintenance work order types.
- Support service request intake, routing, approval, conversion to work orders, notifications, status visibility, and request history.
- Support facilities maintenance functions for District buildings, HVAC, electrical, generators, security equipment, grounds, fleet, tools, and other non-linear or non-spatial operational assets.
- Enable labor, parts/materials, equipment, contractor, cost, downtime, notes, photos, videos, documents, safety checklist, lockout/tagout information, and attachment tracking.
- Enable scheduling, dispatch, workload balancing, crew assignments, notifications, approvals, escalations, and status tracking.
- Maintain complete service and repair history by asset, location, facility, work order, user, date/time, labor, parts/materials, equipment, contractor, cost, failure, remedy, and notes.
- Support recurring and route-based work, including facility rounds, pump station checks, meter/vault inspections, valve exercising, generator testing, equipment lubrication, calibration, and safety inspections.
- Support water operations context such as asset criticality, service impact, shutdown/outage notes, affected facilities or service areas, and emergency response documentation where available.

PREVENTATIVE MAINTENANCE, INSPECTIONS, AND MOBILE FIELD FUNCTIONALITY

The Consultant shall:

- Configure preventive maintenance schedules based on calendar intervals, usage, runtime, meter readings, inspection results, condition, prior work completion, or other configurable triggers.
- Support inspection forms, checklists, readings, pass/fail criteria, deficiency creation, follow-up work orders, and historical inspection records.
- Support PM compliance tracking, overdue PM reporting, recurring inspection reporting, and maintenance trend analysis.
- Describe support for calibrations, regulatory inspections, safety inspections, condition inspections, facility inspections, and operating rounds for a wholesale water district.
- Provide mobile applications or responsive mobile web capabilities for iOS and Android that support field crew workflows.

- Support offline access to assigned work orders, asset information, maps or cached map context where available, checklists, parts/materials, photos, and notes, with synchronization when connectivity is restored.
- Support mobile creation, update, reassignment, completion, and closeout of work orders, service requests, inspections, and facilities maintenance tasks.
- Support photo, video, document, barcode/QR scan, GPS coordinate, meter/reading entry, and signature capture where available.
- Describe offline limitations, including record counts, cached data types, map caching if available, sync conflict handling, attachment handling, device storage, encryption, and security controls.

ASSET REGISTRY APPROACH AND CONDITIONAL ASSET DATA SERVICES

The Consultant shall:

- Describe the CMMS asset registry, asset hierarchy, location model, asset identifier strategy, and relationship between CMMS assets and District ArcGIS/SDE assets.
- Recognize ArcGIS/SDE as the District's source of truth for approved spatial assets, unless the District expressly approves another governance approach during contract negotiation.
- If the proposed solution uses ArcGIS directly as the asset registry, describe how the CMMS references GIS assets, reads GIS attributes, handles updates, maintains work history, and avoids unauthorized edits to authoritative GIS records.
- If the proposed solution maintains its own asset registry, describe the initial asset load or import process, the fields required from ArcGIS, the reconciliation process between CMMS and ArcGIS, exception reporting, change ownership, conflict resolution, and ongoing District operating procedures.
- Clearly state assumptions, limitations, file formats, field limits, record limits, integration dependencies, District responsibilities, and costs for any conditional asset data services.

OPTIONAL GIS AND ESRI INTEGRATION

ArcGIS integration is optional and is not a requirement for award. If the Proposer offers ArcGIS integration, the Consultant shall:

- Describe available integration with ArcGIS Enterprise, ArcGIS Online, and the District's SDE-based asset registry.
- Explain the operational, mobile, reporting, data quality, and user experience benefits of the proposed ArcGIS integration.

- Describe whether the CMMS can consume ArcGIS feature services, display web maps, launch ArcGIS maps/apps, use ArcGIS Online content, read GIS attributes in real time, synchronize GIS data, and/or write approved maintenance attributes back to GIS.
- Describe how work orders, service requests, inspections, facilities maintenance records, and related records may be viewed in a geospatial or map-based context.
- Describe safeguards to prevent unintended editing of authoritative GIS geometry or attributes.
- Describe integration monitoring, error handling, reconciliation, exception reporting, and recovery if synchronization or service access fails.
- Provide API, webhook, service account, authentication, rate limit, licensing, and support documentation for GIS integrations.

REPORTING, DASHBOARDS, DATA EXPORT, AND BUSINESS INTELLIGENCE

The Consultant shall:

- Configure standard and custom dashboards for executives, managers, administrators, field users, and Water Resources/Engineering users.
- Provide reports for open/closed work orders, service requests, backlog, overdue tasks, labor utilization, parts/materials usage (if applicable), asset history, inspections, safety checklists, emergency work, facilities maintenance, and water operations metrics.
- Support export to common formats such as CSV, Excel, PDF, and other documented formats.
- Describe data export or integration capabilities for third-party analytics and business intelligence platforms such as Microsoft Power BI, ArcGIS Insights, Tableau, data warehouses, or similar tools.
- Describe how data is accessed by analytics platforms, such as REST API, OData, webhooks, scheduled flat-file exports, direct database views, read replicas, cloud storage exports, connectors, reporting endpoints, or other supported methods.
- Describe API authentication, service accounts, rate limits, data dictionaries, refresh cadence, audit logging, and licensing or professional services costs for analytics access.
- Support scheduled reports and report distribution to users and non-users.
- Maintain audit-ready records with user, date, time, status, change, approval, comment, and attachment history.

INVENTORY AND MATERIALS

The Consultant shall:

- Describe inventory, materials, storeroom, stockroom, vendor, purchasing, receiving, issuing, adjustment, audit, barcode, reorder point, and parts reservation capabilities available in the proposed solution.
- Support tracking materials and parts used on work orders and associating costs with assets, locations, facilities, work orders, and departments where available.
- Identify whether inventory/storeroom capabilities are standard, configured, optional modules, third-party products, or future roadmap items.
- Describe integration options with future ERP, finance, procurement, or purchasing systems.

OPTIONAL FUTURE ASSET MANAGEMENT CAPABILITIES

- Asset management / enterprise asset management capabilities are desired for potential future use but are not required for initial CMMS implementation unless the District elects to include them during contract negotiation. The Consultant shall:
- Describe available asset condition assessment, criticality, risk scoring, business risk exposure, likelihood/consequence of failure, asset health, and replacement prioritization capabilities.
- Describe support for lifecycle cost tracking, useful life, rehabilitation/replacement planning, capital planning, budget forecasting, level-of-service tracking, and asset management dashboards.
- Identify whether these capabilities are included, optional modules, third-party products, configured services, custom development, or roadmap items.
- Provide separate pricing and implementation assumptions for optional future asset management capabilities.

SECURITY, IDENTITY, CYBERSECURITY, AND DATA PROTECTION

The Consultant shall:

- Provide a security overview appropriate to the proposed deployment model, including hosting environment, system architecture, data isolation, encryption at rest and in transit, key management, vulnerability management, patching, penetration testing, incident response, and security monitoring.
- Support role-based access control with granular permissions by role, module, location, feature, data type, workflow status, or other relevant security boundary.
- Describe single sign-on options, supported identity providers, MFA support, Active Directory and Entra ID integration, user provisioning/deprovisioning, role/group mapping, administrative controls, and audit logs.

- Provide information regarding SOC 2 Type II, ISO 27001, NIST, CIS, CSA, FedRAMP, StateRAMP, or other security and compliance frameworks, if applicable.
- For hosted environments; identify data residency options, backup frequency, recovery time objective (RTO), recovery point objective (RPO), business continuity/disaster recovery testing, log retention, vulnerability remediation targets, and incident notification commitments.
- Provide the Consultant's cybersecurity breach notification policy for clients, including notice triggers, notification timelines, communication channels, information included in notices, ongoing updates, remediation responsibilities, and post-incident reporting. At a minimum, the Consultant shall notify the District within seventy-two (72) hours of confirmed or reasonably suspected unauthorized access to, or disclosure of, District data.
- Confirm that District data remains the property of the District and describe export, return, retention, deletion, escrow, and transition processes at contract termination.

TRAINING, CHANGE MANAGEMENT, AND USER ADOPTION

The Consultant shall:

- Provide role-based training for executives/dashboard users, operations and administration managers, field workers, Water Resources/Engineering users, administrators, requesters, report/dashboard users, and technical administrators.
- Provide live training, recorded/on-demand training, job aids, quick reference guides, user manuals, administrator playbooks, configuration documentation, and template maintenance documentation.
- Support train-the-trainer activities, super-user preparation, initial user adoption planning, and post-go-live coaching.
- Describe available certification paths, learning portals, user communities, help content, release webinars, and ongoing training resources.
- Provide recommendations for phased rollout, communication, user adoption metrics, and workflow optimization after go-live.

TESTING AND USER ACCEPTANCE

The Consultant shall:

- Support configuration validation, optional integration testing, security testing, conditional asset data validation if applicable, user acceptance testing, report testing, BI/export validation if applicable, and mobile/offline testing.
- Develop acceptance criteria for key workflows, including service request intake, corrective work order, facilities maintenance work order, PM work order, inspection, mobile/offline completion, asset lookup, report/dashboard, data export/API access, SSO, and user administration.
- Develop a cutover plan, go-live checklist, rollback/contingency approach, support plan, and acceptance criteria.
- Resolve defects, configuration issues, optional integration issues, security issues, and conditional asset data exceptions identified during testing and go-live.
- Provide a final implementation summary and transition the District to ongoing support. The final ten percent (10%) payment shall not be invoiced until successful user acceptance testing, project closeout, and District project signoff.

ONGOING SUPPORT AND MAINTENANCE

The Consultant shall:

- Provide helpdesk support, customer success support, technical support, release notes, product updates, maintenance notifications, and service-level commitments.
- Describe uptime commitments, planned maintenance windows, incident response times, escalation paths, root-cause analysis, and corrective action reporting.
- For District-hosted/on-premise solutions, describe patching, upgrade, database maintenance, backup validation, monitoring, troubleshooting, and product support responsibilities.
- For vendor-hosted/SaaS solutions, describe vendor-managed infrastructure, security monitoring, backup, disaster recovery, release cadence, and customer notification processes.
- Describe the product roadmap, process for customer feedback, release cadence, and how new features are communicated and made available.
- Identify all support tiers, included services, optional services, and costs.

DELIVERABLES

The tasks described above shall culminate in the following deliverables:

- Project management plan, schedule, communication plan, issue/risk log, action/decision log, responsibility matrix, and acceptance checkpoint plan
- Project timeline, milestone schedule, and milestone-based payment schedule with final ten percent (10%) retained until project closeout after UAT and District signoff
- Deployment architecture, hosting/on-premise design, and environment prerequisites
- Requirements and workflow summary
- Baseline configuration documenting roles, permissions, work order types, service request types, facilities maintenance workflows, preventive maintenance templates, reports, dashboards, and notifications
- Statement of work order templates, service request templates, preventive maintenance templates, inspection forms, and checklists configured as part of the base scope
- Configured production environment and approved non-production environment(s), whether vendor-hosted, District-hosted/on-premise, or hybrid
- Configured asset hierarchy, asset reference model, or CMMS asset registry approach
- Asset registry reconciliation plan if the CMMS maintains an asset registry separate from ArcGIS
- Conditional asset data loading/migration plan, source-to-target mapping, test import results, exception reports, and final summary only if required by the selected asset registry approach
- Optional GIS integration design and implemented integration components only if ArcGIS integration is proposed and included in the selected scope
- Identity integration / SSO configuration documentation
- Configured dashboards, standard reports, exports, and scheduled reporting processes
- Documentation for third-party analytics/BI data access, including APIs, exports, connectors, data dictionaries, refresh cadence, and security assumptions where applicable
- Security, backup, disaster recovery, data ownership, data portability, support documentation, and cybersecurity breach notification policy
- Training plan, training materials, administrator manual, training sessions, and recordings where applicable
- Testing plan, user acceptance testing support, go-live checklist, and acceptance summary
- Go-live support and final implementation closeout report

PROPOSAL REQUIREMENTS

Proposal Format

Consultant's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be factored favorably during the proposal evaluation. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant. Proposals shall be organized, and numbered in the order presented below:

1. **Cover Letter:** Identify the Proposer's legal name, background, contact person, corporate office, local office if applicable, address, telephone number, website, and e-mail address. Summarize key elements of the proposal and confirm the proposed deployment model.
2. **Executive Summary:** Provide a concise overview of the proposed CMMS, implementation approach, differentiators, deployment model, water utility fit, facilities maintenance fit, and how the solution meets the District's goals.
3. **Company Information:** Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Include any subconsultants which Consultant proposes to use for any portion of the services. Key staff included in the proposal cannot be changed for the duration of the contract without prior approval from the District.
4. **Personnel:** Identify the project manager and other key staff. Include resumes and identify any subcontractors.
5. **List of Representative Projects:** List of representative projects undertaken by Consultant with the proposed project team in the last 5 years demonstrating experience in each category of the project.
6. **References:** Provide three (3) references regarding the Consultant's experience and performance performing similar services. Include the following information: (1) Organization contact name, phone number, e-mail address; and (2) Project size, description, and scope of services. Each reference must be from a different organization.
7. **Existing Environment Fit:** Describe compatibility and integration, where applicable, with ArcGIS Enterprise, ArcGIS Online, SDE/enterprise geodatabase, VMware, Microsoft Windows Server, Microsoft SQL Server, Active Directory, Entra ID, and DMZ/public-facing web application architecture.

8. **Cost Proposal:** Submit a separate cost proposal. Costs shall identify software/subscription/license and recurring costs for a three-year outlook, implementation/professional services, hosting or on-premise costs, optional ArcGIS integration, data services, identity integration, training, support, optional modules, work order/service request template quantities included in scope, and additional template creation costs. Optional future asset management costs shall be clearly separated from required CMMS costs.
9. **Acknowledgment of Insurance and Indemnity Requirements:** By submission of a proposal Consultant is acknowledging that it has reviewed the insurance requirements and will provide such insurance. The applicable insurance and indemnity requirements are described in the District's Standard Professional Services Agreement, attached hereto as Exhibit A.
10. **Professional Services Agreement:** The anticipated Consultant must review and agree to the terms and conditions listed on the District's approved Professional Services Agreement. The Consultant shall include detailed written section addressing any exception to TVMWD's Professional Services Agreement.
11. **Addendum Acknowledgement (if any):** All Addenda issued by the District shall be acknowledged and included in the Proposal and made part of the Contract Documents. Failure to acknowledge and include all Addenda may be sufficient cause for rejecting a Proposal.

SUBMITTAL REQUIREMENTS

The Proposer shall submit one (1) electronic (PDF) files of the project proposal and one (1)

electronic (PDF) file for the cost proposal separately via email to Robert Peng at rpeng@tvmwd.com.

EVALUATION

A Selection Committee will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

Evaluation Criteria	%
Relevant Qualifications/Experience of Team	20
Understanding of Project and Project Approach	25
Technical and Functional Features	25
Overall Quality of Proposal	10
Best Value	20

Consultants will be evaluated based on the criteria and weighting indicated above.

Upon determination of the highest ranked firm, Three Valleys will endeavor to negotiate a mutually agreeable scope and fee with the selected firm. In the event an agreement is not reached, Three Valleys will proceed, at its sole discretion, to negotiate with the next firm selected by Three Valleys.

1. Interviews

Three Valleys may, at its discretion, invite a shortlist of Consultants to participate in a panel interview to be held through a virtual meeting or at the District. No Consultant shall be entitled to or otherwise guarantee an interview with the District.

2. Award of Contract

If awarded, the contract will be awarded on the basis of demonstrated competence and professional qualifications. Three Valleys reserves the right to reject all proposals and to contract for services in the manner that most benefits to Three Valleys including awarding more than one contract if desired. Any Consultant awarded a contract shall execute the Three Valleys' Professional Services Agreement, which is attached as Exhibit A.

REQUESTS FOR CLARIFICATIONS

All questions, interpretations, or clarifications, either administrative or technical must be requested in writing and sent to Three Valleys Information Technology Manager via email at rpeng@tvmwd.com. All written questions will be answered in writing and conveyed via email by addenda. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by August 27, 2026.

GENERAL PROVISIONS

Consultant is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. Three Valleys reserves the right to reject any or all Proposals or to select the Proposal most advantageous to Three Valleys. Three Valleys reserves the right to verify all information submitted in the Proposal.

1. Amendments to RFP

   Three Valleys reserves the right to amend the RFP or issue to all Consultants a Notice of Amendment to answer questions for clarification.

2. No Commitment to Award

   Issuance of this RFP and receipt of proposals does not commit Three Valleys to award a contract. Three Valleys expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Consultant concurrently, or to cancel all or part of this RFP.

3. Amendments to Proposals

   No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Consultant may modify or amend its Proposal only if Three Valleys receives the amendment prior to the deadline stated herein for receiving Proposals.

4. Non-Responsive Proposals

   A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

5. Late Proposals

   Three Valleys will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed

for by Three Valleys. Hard copies will not be accepted and will be deemed nonresponsive and returned to Consultant, unopened.

6. Costs for Preparing

Three Valleys will not compensate any Consultant for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of Three Valleys. Three Valleys will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

7. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Consultant.

8. Exceptions

Submission of a Proposal constitutes acceptance by Consultant of the conditions contained in this RFP should Consultant be selected. If there are exceptions to the standard language provided in the RFP, provide such exceptions clearly through strikeout documentation for scope and the Professional Services Agreement.

ADDITIONAL INFORMATION

If you have any questions or comments, you may contact Robert Peng, Information Technology Manager at (909) 293-7035 or via e-mail at rpeng@tvmwd.com

PROJECT DOCUMENTS

1. Exhibit A – Three Valleys MWD Standard Professional Services Agreement

"Exhibit A"

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THREE VALLEYS MUNICIPAL WATER DISTRICT
AND
CONSULTANT

This Professional Services Agreement ("AGREEMENT") is made and entered into this Date ("EFFECTIVE DATE"), by and between Three Valleys Municipal Water District, a municipal water district organized and operating pursuant to California Water Code Section 71000 et seq. (hereinafter referred to as "DISTRICT"), and **NAME OF CONSULTANT**, (hereinafter referred to as "CONSULTANT"). DISTRICT and CONSULTANT are sometimes individually referred to as "PARTY" and collectively as "PARTIES" in this AGREEMENT.

RECITALS

WHEREAS, DISTRICT desires to contract with CONSULTANT as an independent CONSULTANT to provide professional services for the **PROJECT NAME**; and

WHEREAS, CONSULTANT represents that it is duly licensed, qualified and capable to perform such services by virtue of its experience and the training, education and expertise of its principals and employees, and that CONSULTANT is customarily engaged in an independently established trade, profession, occupation, and/or business of the same nature as the work to be performed for herein; and

WHEREAS, DISTRICT desires to retain CONSULTANT and CONSULTANT desires to serve the DISTRICT to perform the services described herein in accordance with the terms and conditions of this AGREEMENT.

COVENANTS

NOW, therefore, in consideration of the faithful performance of the terms and conditions set forth herein, the PARTIES hereto agree as follows:

ARTICLE I
SERVICES OF CONSULTANT

1. **SCOPE OF SERVICES:** The scope of services to be performed by the CONSULTANT under this AGREEMENT are described in Exhibit "A" attached hereto and incorporated herein by this reference ("PROJECT"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances. The DISTRICT may request, in writing, changes in the PROJECT or services to be performed. Any changes mutually agreed upon by the PARTIES, and any increase or decrease in compensation or time, shall be incorporated by written amendments to this AGREEMENT.

2. **PREVAILING WAGES:** CONSULTANT shall comply with all applicable provisions of labor law relating to employment for the performance of services on the PROJECT. In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not

less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California ("DIR"). Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any SUBCONTRACTOR. CONSULTANT shall submit certified payroll records to the Labor Commissioner using DIR's electronic certified reporting system and provide with their invoice certified payroll records verifying that CONSULTANT has paid prevailing wage in accordance with the DIR requirements as stipulated in California Senate Bills 854 and 96, https://www.dir.ca.gov/public-works/certified-payroll-reporting.html

ARTICLE II
ENGAGEMENT OF CONSULTANT AND AUTHORIZATION TO PROCEED

1. **ENGAGEMENT:** The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform the services described in Section 1.1 of this AGREEMENT.

2. **AUTHORIZATION TO PROCEED**: Authorization for CONSULTANT to proceed with the work described in Section 1.1 of this AGREEMENT will be granted in writing by the DISTRICT as soon as both PARTIES sign this AGREEMENT and all applicable insurance and security documents required pursuant to Section VI.5 of this AGREEMENT are received and approved by the DISTRICT. CONSULTANT shall not proceed with said work until so authorized by the DISTRICT and shall commence work immediately upon receipt of the executed AGREEMENT.

3. **INDEPENDENT CONSULTANT:** The PROJECT services to be performed by CONSULTANT under this AGREEMENT are outside the usual course of the DISTRICT's business. CONSULTANT is, and shall at all times remain as to DISTRICT, a wholly independent CONSULTANT. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the DISTRICT. Neither DISTRICT nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as set forth in this AGREEMENT. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of the DISTRICT. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, the DISTRICT shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for the DISTRICT. The DISTRICT shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

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ARTICLE III

RESPONSIBILITIES OF DISTRICT AND OF CONSULTANT

1. **DUTIES OF THE DISTRICT:** The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT's performance of its obligations under this AGREEMENT that is reasonably available to the DISTRICT unless otherwise specified in the PROJECT in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided however, in performing its services hereunder, CONSULTANT shall be entitled to act in reasonable reliance upon all such reports, information, and /or data so provided by the DISTRICT. To the extent that any reports, information, and/or other data so provided was supplied to CONSULTANT by persons who are not employees of DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the entity who prepared the information for CONSULTANT.

2. **REPRESENTATIVE OF DISTRICT:** The DISTRICT will designate ***Project manager*** as the person to act as the DISTRICT's representative with respect to the PROJECT services to be performed under this AGREEMENT. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the PROJECT, although such person will not control or direct CONSULTANT's work.

3. **DUTIES OF CONSULTANT:** CONSULTANT shall perform PROJECT work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this AGREEMENT. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.

4. **APPROVAL OF WORK:** The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

ARTICLE IV

PAYMENTS TO CONSULTANT

1. **PAYMENT**: The DISTRICT will pay CONSULTANT for work performed under this AGREEMENT, which work can be verified by the DISTRICT, on the basis of the following:

   During the term of this AGREEMENT, the DISTRICT will pay CONSULTANT for services performed in accordance with the rates and estimated hours and costs set forth in the EXHIBIT "A". The amount set forth in Section IV.3 of this AGREEMENT is the maximum compensation to which CONSULTANT may be entitled for the performance of services to complete the PROJECT or time to complete the work, unless changed by the DISTRICT in writing in advance of the work to be performed thereunder. Adjustments in the total

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payment amount shall only be allowed pursuant to Section VI.15 of this AGREEMENT. In no event shall CONSULTANT be entitled to compensation greater than the amount set forth in Section IV.3 of this AGREEMENT where changes in PROJECT or the time for performance are necessitated by the negligence of CONSULTANT or any SUBCONTRACTOR performing work.

2. **PAYMENT TO CONSULTANT:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete, and product and services are determined to be of sufficient quality by the DISTRICT. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If the DISTRICT disputes any of CONSULTANT'S fees, it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. In such case, the PARTIES shall work to find a reasonable resolution of any such dispute in good faith and in a timely manner.

3. **ESTIMATED CHARGES:** The total estimated charges for all work under this AGREEMENT are CONSULTANT AMOUNT and such amount is the cost ceiling described herein. The total estimated charges stated herein constitute the total amount agreed to. All rates and charges are subject to the terms set in Exhibit "A".

4. **COST FOR REWORK:** CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT CONSULTANT's negligent act or omission or otherwise due substantially to CONSULTANT's fault.

ARTICLE V
COMPLETION SCHEDULE

1. **TERM:** The term of this AGREEMENT shall begin on the EFFECTIVE DATE, and shall continue until DATE OF COMPLETION, unless this AGREEMENT is earlier terminated pursuant to the provisions of Section VI.8 below. Notwithstanding the above, the provisions of Sections 1.2, II.3, III.3, and III.4, and Articles IV, V, and VI herein shall survive the expiration and/or termination of this AGREEMENT.

2. **TASK SCHEDULE:** The work is anticipated to be completed in accordance with Exhibit "A" as agreed upon by DISTRICT and CONSULTANT at the time is the AGREEMENT is issued by DISTRICT except as may from time-to-time be adjusted by amendment hereto as provided herein.

3. **TIME OF ESSENCE:** CONSULTANT shall perform all services required by this AGREEMENT in a prompt, timely, and professional manner in accordance with the agreed upon schedule. Time is of the essence in this AGREEMENT.

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ARTICLE VI

GENERAL PROVISIONS

1. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

2. **SUBCONTRACTORS AND OUTSIDE CONSULTANT:** No subcontract shall be awarded by CONSULTANT if not identified as a SUBCONTRACTORS to PROJECT unless prior written approval is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to SUBCONTRACTORS used by them to perform the services under this AGREEMENT. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT's SUBCONTRACTORs and of the persons employed by the SUBCONTRACTORs, as CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this AGREEMENT shall create any contractual relationship between any SUBCONTRACTOR of CONSULTANT and the DISTRICT. CONSULTANT shall bind every SUBCONTRACTOR and every SUBCONTRACTOR of a SUBCONTRACTOR to the terms of this AGREEMENT that are applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

3. **OWNERSHIP OF DOCUMENTS:** Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("WRITTEN PRODUCTS") pursuant to this AGREEMENT shall become the sole property of the DISTRICT without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the DISTRICT without the permission of the CONSULTANT except that any use of the documents produced in service of this AGREEMENT shall be at DISTRICT's sole risk when used for any purpose or project other than the PROJECT specified herein. With respect to computer files containing data generated for the work, CONSULTANT shall make available to the DISTRICT, upon reasonable written request by the DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. CONSULTANT may take and retain copies of WRITTEN PRODUCTS as desired, but WRITTEN PRODUCTS shall not be the subject of a copyright application by CONSULTANT.

4. **INDEMNIFICATION:**

   A. Indemnity for Design Professional Services: To the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, indemnify and hold harmless DISTRICT and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those DISTRICT agents serving as independent contractors in the role of DISTRICT officials (collectively "INDEMNITEES"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and

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losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, its officers, agents, servants, employees, SUBCONTRACTOR, material men, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this AGREEMENT. It is the intent of the PARTIES to this AGREEMENT that the defense, indemnity, and hold harmless obligations of CONSULTANT under this AGREEMENT shall be as broad and inclusive as may be allowed under California Civil Code §2778 through §2784.5, or other similar state or federal law.

B. Other Indemnities:

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, defend, hold harmless and indemnify the INDEMNITEES from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages, in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, SUBCONTRACTORs, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence or willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES. CONSULTANT shall defend the INDEMNITEES in any action or actions filed in connection with any claim with counsel of the INDEMNITEES' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the INDEMNITEES for any and all legal expenses and costs incurred by the INDEMNITEES in connection therewith.

ii. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this AGREEMENT and indemnify and hold DISTRICT harmless from any and all taxes, assessments, penalties, and interest asserted against DISTRICT by reason of the independent contractor relationship created by this AGREEMENT. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT shall indemnify and hold DISTRICT harmless from any failure of CONSULTANT to comply with

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applicable workers' compensation laws. DISTRICT may offset against the amount of any fees due to CONSULTANT under this AGREEMENT any amount due to DISTRICT from CONSULTANT as a result of CONSULTANT's failure to promptly pay to DISTRICT any reimbursement or indemnification arising under this Subparagraph.

iii. CONSULTANT shall obtain executed indemnity agreements provisions identical to those in this Section VI.4 from each and every SUBCONTRACTOR or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. If CONSULTANT fails to obtain such indemnities, CONSULTANT shall be fully responsible and indemnify, hold harmless and defend the INDEMNITEES from and against any and all claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONSULTANT's SUBCONTRACTORs, its officers, agents, servants, employees, SUBCONTRACTOR, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT's SUBCONTRACTOR shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence *or* willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES.

A. ***Workers' Compensation Acts not Limiting:*** CONSULTANT's obligations under this Section VI.4, or any other provision of this AGREEMENT, shall not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to DISTRICT, its officers, agents, employees and volunteers.

B. ***Insurance Requirements not Limiting:*** DISTRICT does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this AGREEMENT. This hold harmless and indemnification provisions in this Section VI.4 shall apply regardless of whether or not any insurance policies are determined to be applicable to the liability, claim, tax, assessment, penalty or interest asserted against DISTRICT.

C. ***Survival of Terms:*** The indemnification in this Section VI.4 shall survive the expiration or termination of this AGREEMENT.

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5. INSURANCE:

A. ***Minimum Scope and Limits of Insurance:*** CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of AGREEMENT by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this AGREEMENT, at the sole discretion of the DISTRICT.

i. ***Workers' Compensation:*** CONSULTANT shall maintain Workers' Compensation insurance, as required by the State of California, with Statutory Limits and Employers' Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease. This insurance shall also waive all right to subrogation against the DISTRICT, its Board of Directors, officers, employees, representatives, and guests.

ii. ***General Liability:*** CONSULTANT shall maintain Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. DISTRICT shall be named as an additional insured.

iii. ***Automobile Liability:*** CONSULTANT shall maintain Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONSULTANT has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of $1,000,000 for bodily injury and property damage each accident. This insurance shall have an endorsement naming the DISTRICT as an additional insured.

iv. ***Professional Liability:*** CONSULTANT shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by CONSULTANT in the course of work performed for the DISTRICT under this AGREEMENT. This insurance shall include coverage for liability assumed under this AGREEMENT when CONSULTANT's wrongful acts, errors, or omissions cause such liability. The limit for this insurance shall be not less than $1,000,000 per occurrence or claim and $2,000,000 policy aggregate.

B. ***Acceptability of Insurers:*** The insurance policies required under this Section VI.5 shall be issued by an insurer admitted to write insurance in the State of California with a rating of AA:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section VI.5.

C. ***Primary and Non-Contributing:*** The insurance policies required under this

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Section VI.5 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to DISTRICT. Any insurance or self-insurance maintained by DISTRICT, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

D. ***Consultant's Waiver of Subrogation:*** The insurance policies required under this Section VI.5 shall not prohibit CONSULTANT and CONSULTANT's employees, agents or SUBCONTRACTORs from waiving the right to subrogation prior to loss. CONSULTANT hereby waives all rights of subrogation against DISTRICT.

E. ***Deductibles and Self-Insured Retentions:*** Any deductibles or self-insured retentions must be approved by DISTRICT. At DISTRICT's option, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to DISTRICT, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

F. ***Cancellations or Modifications to Coverage:*** CONSULTANT shall not cancel, reduce or otherwise modify the insurance policies required by this Section VI.5 during the term of this AGREEMENT. The commercial general and automobile liability policies required under this AGREEMENT shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to DISTRICT. If any insurance policy required under this Section VI.5 is canceled or reduced in coverage or limits, CONSULTANT shall, within two (2) business days of notice from the insurer, phone, fax or notify DISTRICT via certified mail, return receipt requested, of the cancellation of or changes to the policy.

G. ***District Remedy for Noncompliance:*** If CONSULTANT does not maintain the policies of insurance required under this Section VI.5 in full force and effect during the term of this AGREEMENT, or in the event any of CONSULTANT's policies do not comply with the requirements under this Section VI.5, DISTRICT may either immediately terminate this AGREEMENT or, if insurance is available at a reasonable cost, DISTRICT may, but has no duty to, take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon. CONSULTANT shall promptly reimburse DISTRICT for any premium paid by DISTRICT or DISTRICT may withhold amounts sufficient to pay the premiums from payments due to CONSULTANT.

H. ***Evidence of Insurance:*** Prior to the performance of services under this AGREEMENT, CONSULTANT shall furnish DISTRCT representative with a certificate or certificates of insurance and all original endorsements demonstrating the DISTRICT as additionally insured, evidencing and effecting the coverages required under this Section VI.5. The endorsements are subject to DISTRICT's approval. CONSULTANT may provide complete, certified copies of all required insurance policies to DISTRICT. CONSULTANT shall maintain current endorsements on file with DISTRICT's representative. CONSULTANT shall provide proof to DISTRICT representative that insurance policies expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof at least two (2) weeks prior to

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the expiration of the coverages.

I. ***Indemnity Requirement not Limiting*:** Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duty to indemnify DISTRICT under Section VI.4 of this AGREEMENT.

J. ***Subcontractor's Insurance Requirements:*** CONSULTANT shall require each of its SUBCONTRACTORs that perform services under this AGREEMENT to maintain insurance coverage that meets all of the requirements of this Section VI.5.

K. ***Claim Reporting:*** CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this AGREEMENT that would affect the coverage afforded under the policies to the DISTRICT.

L. ***Broader Coverage/Higher Limits:*** If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

6. MUTUAL COOPERATION

A. ***District's Cooperation:*** DISTRICT shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for CONSULTANT's proper performance of the services required under this AGREEMENT.

B. ***Consultant's Cooperation:*** In the event any claim or action is brought against the DISTRICT relating to CONSULTANT's performance or services rendered under this AGREEMENT, CONSULTANT shall render any reasonable assistance that DISTRICT requires.

7. EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for this AGREEMENT shall be furnished to and become the property of the DISTRICT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this AGREEMENT at CONSULTANT's office, during normal business hours and following a reasonable advance notice to CONSULTANT from DISTRICT. The DISTRICT shall not be limited in any way in its use of the work materials at any time except as otherwise provided herein.

8. TERMINATION OR SUSPENSION OF AGREEMENT

A. ***Right to Terminate or Suspend:*** DISTRICT may terminate or suspend this AGREEMENT at any time, at will, for any reason or no reason, after giving written

notice to CONSULTANT at least ten (10) calendar days before the termination or suspension is to be effective. CONSULTANT may terminate this AGREEMENT at any time, at will, for any reason or no reason, after giving written notice to DISTRICT at least thirty (30) calendar days before the termination is to be effective.

B. ***Obligations upon Termination:*** CONSULTANT shall cease all work under this AGREEMENT on or before the effective date of termination specified in the notice of termination. In the event of DISTRICT's termination of this AGREEMENT due to no fault or failure of performance by CONSULTANT, DISTRICT shall pay CONSULTANT based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this AGREEMENT.

9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, SUBCONTRACTOR or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that SUBCONTRACTORs and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

10. PROHIBITION OF ASSIGNMENT AND DELEGATION: CONSULTANT shall not assign any of its rights or delegate any of its duties under this AGREEMENT, either in whole or in part, without DISTRICT's prior written consent. DISTRICT's consent to an assignment of rights under this AGREEMENT shall not release CONSULTANT from any of its obligations or alter any of its primary obligations to be performed under this AGREEMENT. Any attempted assignment or delegation in violation of this section shall be void and of no effect and shall entitle DISTRICT to terminate this AGREEMENT. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this AGREEMENT to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

11. NO THIRD-PARTY BENEFICIARIES INTENDED: Except as otherwise provided in Section VI.4, this AGREEMENT is made solely for the benefit of the PARTIES to this AGREEMENT and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this AGREEMENT.

12. WAIVER: No delay or omission to exercise any right, power or remedy accruing to DISTRICT under this AGREEMENT shall impair any right, power or remedy of DISTRICT, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this AGREEMENT shall

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be (1) effective unless it is in writing and signed by PARTY making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

13. **ENTIRE AGREEMENT:** This AGREEMENT and all exhibits referred to in this AGREEMENT constitute the final, complete and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT and supersede all other prior or contemporaneous oral or written understandings and agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty except those expressly set forth in this AGREEMENT.

14. **HEADINGS:** Article and Section headings in this AGREEMENT are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this AGREEMENT.

15. **AMENDMENT OF AGREEMENT:** This AGREEMENT may be amended only by a writing signed by both PARTIES. The DISTRICT representative is authorized to sign an amendment to this AGREEMENT on the DISTRICT's behalf to make the following non-substantive modifications to the AGREEMENT: (a) name changes; (b) extensions of time; (c) non-monetary changes in AGREEMENT; and (d) termination of this AGREEMENT.

16. **GOVERNING LAW AND CHOICE OF FORUM:** This AGREEMENT, and any dispute arising from the relationship between the PARTIES to this AGREEMENT, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY shall not be applied in interpreting this AGREEMENT. Any dispute that arises under or relates to this AGREEMENT (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the DISTRICT.

17. **ATTORNEYS' FEES:** In any litigation or other proceeding by which a PARTY seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing PARTY shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this AGREEMENT shall not be affected and continue in full force and effect.

19. **SAFETY:** CONSULTANT shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements. CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to PROJECT site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONSULTANT's employees, and third persons. All work shall be performed entirely at CONSULTANT's risk. CONSULTANT shall comply with the insurance requirements set

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forth in Section VI.5 of this AGREEMENT. CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT's employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at PROJECT site and making it available to the DISTRICT.

20. **USE OF NAMES:** CONSULTANT shall not employ or use the name of the DISTRICT in any promotional materials, advertising, or in any other manner without prior express written permission of the DISTRICT. The foregoing notwithstanding, nothing herein shall prohibit or exclude CONSULTANT from referencing the work for DISTRICT on the PROJECT in response to a Request for Proposal or other similar professional solicitations.

21. **NOTICES:** All notices to either PARTY by the other shall be made in writing and delivered or mailed to such PARTY at their respective addresses as follows, or to other such address as either PARTY may designate and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT:
Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711
Attn: General Manager

To CONSULTANT:
CONSULTANT NAME
ADDRESS
Attn: NAME

22. **AUTHORITY TO EXECUTE AGREEMENT:** The individuals executing this AGREEMENT represent and warrant that they have the legal capacity and authority to sign this AGREEMENT on behalf of and to so bind their respective legal entities.

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date opposite their respective signatures.

Name:	_____	Matthew H. Litchfield, P.E.
Title:	_____	General Manager/ Chief Engineer
Organization:	_____	Three Valleys Municipal Water District
Signature:		
	_____	_____
Date:	_____	Date: _____

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THREE VALLEYS MUNICIPAL WATER DISTRICT
ADDENDUM NO. 1
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION

August 31, 2026

Three Valleys hereby issues Addendum No. 1, as indicated by the attached sheet.

This addendum forms a part of the RFP documents and, with respect to the RFP this Addendum shall govern. The effort and cost of work included or excluded by this addendum shall be reflected in the Respondent's quote.

Acknowledge receipt of this Addendum by signing and inserting its number and date on the acknowledgement below. The acknowledgement shall be incorporated into the Respondent's proposal.

The purpose of this addendum is to provide the following changes and clarifications to the Request for Proposal:

- RFP Schedule Changes
- Response to Respondents' Questions

Amended Schedule

Request for Clarifications:	August 27, 2026
Proposal Due:	September 17, 2026 at 5:00PM
Short List:	September 24, 2026
Potential Interviews:	Week of October 5
Contract and Insurance Due	October 8, 2026
Award Contract	October 21, 2026

ADDENDUM NO. 1 ACKNOWLEDGEMENT

The Proposer hereby acknowledges receipt of Addendum No. 1 and incorporation thereof in the RFP for the COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION project.

Proposer: _____ By: _____

(Proposer's Authorized Representative)

Date: _____ Title: _____

Attachments to Addendum #1

- Response to Questions

Three Valleys MWD – CMMS Implementation RFP

Responses to Vendor Clarification Questions

Issued as Addendum to all prospective Proposers. Proposal Due Date: September 17, 2026, 5:00 PM.

No.	Question	District Response
1	Prior to issuing this RFP, did the District conduct market research, vendor demonstrations, or pilots for CMMS solutions? If so, can the District share any findings or lessons learned that informed the requirements in this RFP?	The District researched various CMMS options via the Esri IMGIS conference, references from other water districts, past CMMS experience, discussions with GIS consultants, and vendor demonstrations. The requirements in the RFP are driven from staff interviews.
2	Did the District engage a consultant or advisor to assist with development of the RFP and CMMS requirements? If so, can you identify the third party, and will that party participate in the evaluation process?	The District does not have a consultant assisting with the RFP development and CMMS requirements. The CCMS requirements were developed internally from staff interviews.
3	Has the District established a budget or budget range for this project that can be shared with proposers?	The District does not have an established line item budget for the project, but has an overall budget in its CIP and operational studies that will fund the project. See related
4	What maintenance, work management, facilities, inventory, or related systems are currently in use by the District?	The District does not have a CMMS in place. We are using Esri-based applications to support DigAlert requests and valve exercise maintenance.
5	The District operates as a wholesale water provider serving member agencies. Can the District provide additional information regarding the scale of its maintenance operations, including estimated asset counts, facilities, monthly work order volume, monthly inspection volume, preventive maintenance workload, and other assets or infrastructure that will be managed in the CMMS?	For pricing and planning purposes, the RFP defines a baseline role-based user population of four (4) Executives, four (4) Managers [two (2) Operations and two (2) Administration], ten (10) Field Workers, and two (2) Water Resources/Engineering users (20 total users). The District operates a water treatment plant, 6 offsite facilities, 4 wells, 4 reservoirs, 12 booster stations, 24 vaults, 3 hydroelectric facilities. Preventative maintenance schedules include daily, monthly, quarterly, and annual frequencies. Please take note of what the RFP is requesting: State how many work order templates, service request templates, preventive maintenance templates, inspection forms, and checklists the Consultant will configure as part of the base scope. Identify the unit cost, hourly rate, or professional services estimate for additional work order/service request templates requested by the District after the agreed base scope.
6	The RFP identifies ArcGIS as the District's authoritative asset registry and describes GIS needs extensively throughout, while also stating that ArcGIS integration is optional and not required for award. Can the District provide additional context regarding the importance of GIS within its long-term CMMS strategy and how GIS-related capabilities will be considered during evaluation?	As stated in the RFP, ArcGIS/SDE will remain the District's source of truth for approved spatial assets regardless of the CMMS selected. ArcGIS integration is not a minimum requirement for award, and Proposers without native ArcGIS integration will not be excluded from consideration provided they describe a workable asset registry and reconciliation approach. Where offered, GIS integration capability is considered under the "Technical and Functional Features" evaluation criterion (25%) as a value-add rather than as a standalone pass/fail requirement.

7	Regarding the "Reporting, Dashboards, Data Export…" section, can the District provide examples of the water operations metrics, KPIs, dashboards, and management reports it expects the CMMS solution to support?	The RFP lists the general reporting categories the District expects the CMMS to support: open/closed work orders, service requests, backlog, overdue tasks, labor utilization, parts/materials usage, asset history, inspections, safety checklists, emergency work, facilities maintenance, and water operations metrics. Specific KPI definitions and sample report/dashboard formats are pending District input.
8	Does the District have a target go-live date or preferred implementation schedule for the CMMS solution?	Preferrably before the end of the current fiscal year, June 2027. The District is ready to begin the project promptly after contract execution.
9	Can the District identify the departments and stakeholder groups that will participate in the proposal evaluation and selection process?	The departments are Information Technology, Operations, Engineering and Water Resources.
10	Given the scope of information requested in the RFP, would the District consider extending the proposal due date by one week, so vendors have adequate time to develop complete responses?	The proposal due date is extended from September 3, 2026 to September 17 at 5:00PM.
11	Would the District please extend the proposal due date by two weeks to allow sufficient time to prepare proposals after the Q&A document is released?	See question 10.
12	Is the District willing to consider a non-milestone based payment structure?	The RFP requires a milestone-based payment schedule, with the final ten percent (10%) of implementation/professional services fees payable only after successful user acceptance testing, project closeout, and District signoff (see Proposal Requirements Item 8 and the Cost Proposal). This is a stated requirement of the RFP as issued; any request for an alternative structure would need to be raised as an exception in the Proposer's response for District consideration.
13	Has the District seen demos from vendors in the last 12 months? If so, from which vendors?	Novotx - Elements XS
14	Was a consultant involved in writing the RFP? If so, will the consultant be involved in the decision-making process?	The District does not have a consultant assisting with the RFP development and CMMS requirements. The CCMS requirements were developed internally from staff interviews.
15	Has funding been approved for this project? If so, what is the project budget?	The project is approved under the District's CIP, which is ~$4.1 million.
16	Do you require that the awarded vendor be headquartered in the United States?	No.
17	What is the anticipated project start date and desired go-live date for the solution?	The District intends to start the project immediately after contract execution and prefers to complete the project prior to June 30, 2027.
18	How many end users are anticipated?	Twenty (20) total users, per the RFP's baseline role-based user population: four (4) Executives, four (4) Managers [two (2) Operations and two (2) Administration], ten (10) Field Workers, and two (2) Water Resources/Engineering users.

19	For data migration/conversion: What is the system name? What is the quality of the data? What data will be converted (i.e., Work history, cost history, inspection history, request history, etc.)? What assets would need to be in this project?	The District does not currently operate a CMMS (see response to Question 4), so there is no legacy work order, cost, inspection, or service request history to convert. General historical data migration is not required per the RFP. If the selected CMMS does not use ArcGIS as its asset registry, the Provider will need to load approved asset data from the District's ArcGIS/SDE environment, as described in the RFP's "Asset Registry Approach and Conditional Asset Data Services" section; specific data quality, fields, and asset scope for that conditional load would be defined during discovery with the selected Provider.
20	The RFP states that ERP and utility billing integration are not included in the initial scope. Given the District's existing Caselle environment, would the District like proposers to include Caselle integration as an optional item, or should it be excluded from the proposal entirely?	Caselle should be excluded from the proposal.
21	Does the District have a desired project kickoff date, implementation duration, or target go-live date following the anticipated October 7, 2026 contract award?	See question 17.
22	The RFP identifies ArcGIS/SDE as the authoritative source for approved spatial assets and notes that correction of source asset data is outside the project scope. Does the District expect its current GIS data validation and cleanup efforts to be substantially complete prior to CMMS implementation, or should proposers plan for phased onboarding of asset classes as GIS datasets are validated?	No. GIS data quality efforts are ongoing. Proposers should anticipate to support the usage of all feature classes (asset classes) as part of the system implementation.
23	The RFP identifies ArcGIS/SDE as the District's authoritative source of truth for approved spatial assets, while also stating that ArcGIS integration is optional and not required for award. Will solutions that directly integrate with ArcGIS receive additional consideration in the evaluation compared with solutions that maintain a separate CMMS asset registry?	ArcGIS integration remains optional and is not a minimum requirement for award. A separate CMMS asset registry introduces real operational considerations for the District — data drift, duplicate or conflicting records, and ongoing reconciliation overhead between the CMMS and ArcGIS/SDE. Proposers taking this approach should directly address these concerns.
24	The RFP calls for preventive maintenance scheduling based on usage, runtime, and meter readings while noting that SCADA integration is outside the initial scope unless expressly included. For the initial implementation, should proposers assume that runtime, usage, and meter readings will be entered manually, with automated SCADA integration treated as a future optional phase?	Yes. Runtime, usage, meter readings, and other data will be collected manually via data entry. SCADA integration is out of scope and the District currently does not have any plans on future integration.
25	Will the District allow the selected vendor's standard software subscription, hosting, support, security, and service-level terms to be incorporated into the final agreement?	Yes. Agreements shall be attached to the District's Professional Services Agreement.

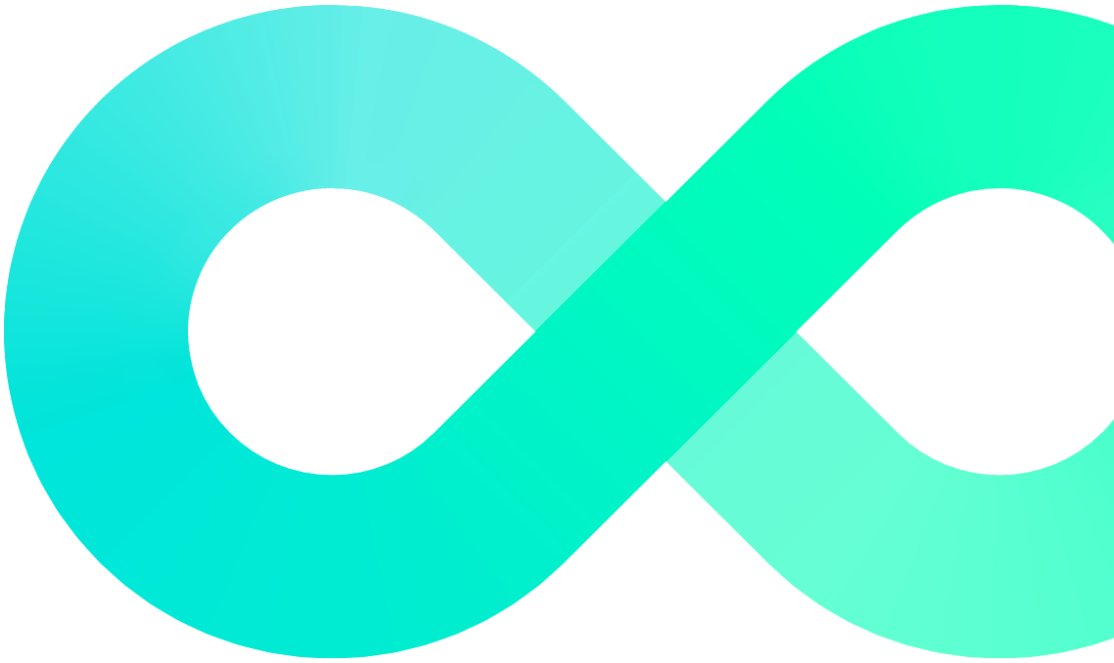
Response to Request for Proposal

September 17, 2026

Three Valleys Municipal Water District
Computerized Maintenance Management System (CMMS) Implementation

Delivered by:

Brian Burstiner, Principal Account Executive
brian.burstiner@siemens.com, (813) 514-7276



SIEMENS

Siemens Asset Management
4242 Six Forks Road, Suite 1400
Raleigh, NC 27609

September 17, 2026

Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711

RE: CMMS and Asset Management Solution Proposal

Dear Evaluation Committee,

Siemens is pleased to submit this proposal to support Three Valleys Municipal Water District's goals of improving maintenance operations, increasing preventive maintenance compliance, strengthening asset management practices, enhancing reporting and decision-making, and providing mobile-enabled workflows for field and office personnel. Our proposed approach aligns with the District's objectives to improve efficiency, establish consistent maintenance processes, leverage GIS-integrated asset information, and provide long-term visibility into asset performance and maintenance history.

The proposed solution is **Asset Essentials**, a cloud-hosted Computerized Maintenance Management System (CMMS) delivered through a Software-as-a-Service (SaaS) deployment model. This approach eliminates the need for District-managed servers or application infrastructure while providing secure browser and mobile access, ongoing software updates, disaster recovery, backups, security monitoring, and technical support managed by Siemens.

As part of this engagement, Siemens will deliver a structured implementation that includes project planning, requirements validation, workflow review, configuration, data import services, testing, end-user training, deployment support, and transition to ongoing support. The implementation methodology is designed to help the District establish a sustainable CMMS program that supports water operations, facilities maintenance, preventive maintenance, inspections, inventory management, GIS-enabled asset management, reporting, and continuous improvement.

Proposer Information

Legal Name: Brightly Software, Inc. d/b/a Siemens Asset Management Software
Corporate Office: 4242 Six Forks Road, Suite 1400, Raleigh, NC 27609
Local Office: Raleigh, NC (Corporate Headquarters)
Telephone: 866-455-3833
Website: https://assetmanagement.siemens.com
Primary Contact: Brian Burstiner, Principal Account Executive
Email: brian.burstiner@siemens.com

We appreciate the opportunity to provide this proposal and look forward to partnering with Three Valleys Municipal Water District to support reliable service delivery, improved asset visibility, and efficient maintenance operations.

Sincerely,

Brian Burstiner

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2. Executive Summary

Three Valleys Municipal Water District requires a maintenance and asset management platform that supports reliable water service delivery, efficient maintenance operations, informed decision-making, and long-term stewardship of critical utility infrastructure. Siemens proposes Asset Essentials, a cloud-hosted CMMS that provides a centralized platform for managing work orders, preventive maintenance, inspections, assets, inventory, GIS-enabled operations, reporting, and mobile field activities across water distribution, treatment, facilities, and supporting infrastructure.

Our approach focuses on helping the District standardize maintenance processes, improve visibility into asset condition and history, increase preventive maintenance compliance, and provide timely access to operational information for field crews, supervisors, and management staff. Asset Essentials supports GIS-linked management of utility assets, including facilities, treatment assets, pump stations, valves, meters, and other infrastructure, enabling the District to maintain accurate asset records, streamline maintenance activities, and respond more effectively to operational and emergency maintenance needs.

Asset Essentials is delivered through a Software-as-a-Service (SaaS) deployment model that eliminates the need for District-managed application servers, databases, or infrastructure. The solution supports integration with ArcGIS Enterprise, ArcGIS Online, and existing Esri environments, while also supporting single sign-on through Microsoft Active Directory and Entra ID. Siemens manages hosting, security monitoring, backups, software updates, and disaster recovery as part of the subscription service.

Siemens will deliver a structured implementation that includes project management, requirements discovery, workflow validation, configuration, data import services, testing, training, deployment, and transition to ongoing support. The implementation methodology includes defined milestones, stakeholder engagement, user acceptance testing, training, and post-go-live support to help ensure successful adoption and long-term operational value.

Our solution includes reporting, analytics, materials management, GIS integration, mobile functionality, and asset management capabilities that support the District's current operational needs and provide a scalable foundation for future growth. Connecting maintenance activities, asset information, inspections, inventory, and GIS data within a single platform, helps the District improve work planning, resource utilization, asset visibility, regulatory readiness, and operational decision-making.

More than 12,000 organizations rely on asset management software from Siemens to manage maintenance operations, assets, preventive maintenance programs, and capital planning initiatives. Siemens also supports numerous water and wastewater utilities throughout North America, helping organizations improve asset reliability, strengthen maintenance programs, and manage critical infrastructure more effectively. Supported by dedicated implementation, consulting, product, and support teams, Siemens brings the experience, resources, and methodology needed to help Three Valleys Municipal Water District achieve its maintenance, asset management, and operational objectives.

Detailed responses to the District’s Scope of Services are provided in **Appendix 1 – Responses to RFP Scope of Services**. Appendix 1 demonstrates how Asset Essentials and Siemens’ implementation methodology address the District’s functional, technical, implementation, security, GIS, reporting, training, testing, deployment, and support requirements.

3. Company Information

Siemens brings more than 25 years of experience delivering work and asset management solutions to public sector organizations. More than 12,000 organizations rely on Asset Management Software from Siemens to manage work orders, assets, preventive maintenance programs, energy use, and capital planning initiatives. Our experience supporting organizations with diverse facilities, infrastructure, utility operations, and maintenance requirements aligns closely with the District's objectives for maintenance management, asset visibility, operational efficiency, and long-term asset stewardship

Project Team Qualifications

Siemens maintains dedicated project management, implementation, consulting, support, and product development teams that work together to deliver successful deployments. Siemens will assign experienced implementation professionals with expertise in CMMS, asset management, GIS integration, data migration, training, testing, and project delivery.

Each implementation is led by a Project Manager responsible for planning, scheduling, stakeholder communication, risk management, issue resolution, and overall project coordination, while Implementation Consultants support requirements discovery, workflow validation, system configuration, asset hierarchy design, data migration, testing, training, deployment, and transition to ongoing support in accordance with the approved project scope and implementation methodology. Following go-live, customers transition to Siemens' support organization for ongoing technical assistance, product updates, and customer support services.

The implementation team will include, at a minimum, the following primary roles:

Project Manager

- Leads project planning, scheduling, status reporting, risk management, issue management, stakeholder communications, and project governance activities.
- Maintains the project schedule, risk register, issue log, and implementation deliverables.
- Coordinates project closeout and transition to the Siemens Support organization.

Implementation Consultant

- Leads requirements discovery, workflow validation, system configuration, data migration activities, testing support, and deployment activities.
- Documents requirements, configures Asset Essentials according to approved requirements, analyzes source data, supports user acceptance testing (UAT), and delivers training and knowledge transfer.

The individuals identified in this proposal reflect Siemens' planned project team based on the anticipated scope, required qualifications, and current resource planning assumptions. Final personnel assignments will be confirmed at contract execution and project kickoff based on project requirements, staff qualifications, and resource availability.

Siemens assigns project personnel based on the experience, skills, and availability necessary to support successful project delivery. Any personnel assigned to the project will possess qualifications appropriate to their role and responsibilities and will be committed to the project for its duration.

Subconsultants

Siemens does not propose the use of subconsultants for the implementation services included in this proposal. All project management, requirements discovery, configuration, data migration, training, testing, deployment, and post-go-live support services will be performed by Siemens personnel.

If future District-requested services require specialized resources beyond the proposed scope, Siemens will identify any proposed subcontractor or partner organization for District review and approval prior to assigning work.

4. Personnel

Josh Hardin, Associate Project Manager, will serve as the Project Manager for this engagement. Josh has more than seven years of experience managing software implementation projects and is responsible for project planning, schedule management, stakeholder communication, risk and issue management, status reporting, and overall project coordination. Josh will serve as the primary point of contact for the District and will oversee implementation activities through project closeout and transition to ongoing support.

Doug Hall, Sr. Professional Services Manager, provides executive oversight for project delivery and implementation services. With more than ten years of consulting and leadership experience, Doug supports project governance, resource alignment, quality assurance, and successful delivery of implementation objectives.

Laurie Micholychak, Consultant, brings more than fourteen years of software consulting experience and will lead requirements discovery, workflow validation, business process review, system configuration, asset hierarchy design, data migration discussions, user acceptance testing support, and training activities. Laurie works closely with District stakeholders to ensure Asset Essentials is configured to support approved workflows and operational requirements.

Andrew Behm, Implementation Specialist, has implemented hundreds of Asset Essentials projects and provides hands-on support for data preparation, data validation, configuration activities, account setup, testing support, and implementation best practices. Andrew collaborates with District staff throughout the implementation to support efficient deployment and successful adoption.

Following go-live, the District will transition to Siemens' support organization led by **Meghan Goomis, Support Manager**. Meghan oversees the team responsible for ongoing technical support, issue resolution, product updates, customer assistance, and support services available throughout the subscription term.

The individuals identified in this proposal represent Siemens' planned project team based on the anticipated scope, required qualifications, and current resource planning assumptions. Final personnel assignments will be confirmed at contract execution and project kickoff based on project requirements, staff qualifications, and resource availability. Any personnel assigned to the project will possess qualifications appropriate to their role and responsibilities and will be supported by Siemens' dedicated implementation, consulting, product, and support organizations.

5. List of Representative Projects

Siemens has delivered asset management, maintenance management, data migration, inventory management, reporting, and mobile workforce solutions for public agencies, utilities, and municipalities throughout North America. Because project staffing assignments vary based on project timing, resource availability, and client requirements, Siemens does not track historical projects by specific future-proposed project teams.

Biographies for the proposed key personnel are included above and document each individual's relevant experience and qualifications. Additional representative project references demonstrating experience with work management, asset management, GIS integration, utility operations, and public sector implementations are provided in the References section of this proposal.

6. References

Siemens is currently supporting public utilities, municipalities, and water agencies throughout California and North America with Asset Essentials deployments that support maintenance management, asset management, GIS integration, preventive maintenance, inspections, inventory management, and capital planning.

Hi-Desert Water District

Address: 55439 29 Palms Highway, Yucca Valley, CA 92284
Reference Contact: Matt Mayo, Chief Plant Officer
Phone: (760) 228-6280
Email: mattm@hdwd.com

Hi-Desert Water District provides water services to the communities of Yucca Valley, San Bernardino County, and surrounding areas, serving approximately 50,000 residents. The District uses Asset Essentials to support work order management, asset management, and maintenance activities associated with water treatment and plant operations.

City of Newport Beach

Address: 100 Civic Center Drive, Newport Beach, CA 92660
Reference Contact: Luke Mason, Public Works Supervisor
Phone: (949) 644-3009
Email: lmason@newportbeachca.gov

The City of Newport Beach serves a population of approximately 90,000 residents and uses Asset Essentials across multiple asset classes and operational departments. The solution supports maintenance management, operations, and asset management activities for public works, streets, fleet, buildings and facilities, utilities, and related municipal infrastructure.

City of Laguna Niguel

Address: 30111 Crown Valley Parkway, Laguna Niguel, CA 92677
Reference Contact: Kelli Everett, Senior Management Analyst
Phone: (949) 362-4048
Email: keverett@cityoflagunaniguel.org

The City of Laguna Niguel serves a population of approximately 65,000 residents and uses Asset Essentials to manage maintenance, operations, and asset management activities across multiple departments. The system supports public works, streets, fleet, facilities, parks, recreation, and other municipal assets through a centralized asset and work management platform.

Rancho California Water District

Address: 42135 Winchester Road, Temecula, CA 92590
Reference Contact: Jeffrey Kirshberg, Water Resources Manager
Phone: (951) 296-6973
Email: kirshbergj@ranchowater.com

Rancho California Water District provides water services to the communities of Temecula, Murrieta, and surrounding areas, serving approximately 500,000 residents. The District uses Predictor, our asset management solution described in Appendix 1 for future consideration, to support capital planning, asset replacement analysis, and scenario modeling for infrastructure investment programs, including large-scale meter replacement initiatives.

7. Existing Environment Fit

Asset Essentials is compatible with Esri environments, including ArcGIS Enterprise, ArcGIS Online, and ArcGIS Portal through standard REST-based integrations that enable synchronization of GIS assets, map visualization, work order association, and spatial asset management. The solution supports authenticated GIS services, configurable synchronization schedules, and integration with existing GIS datasets while allowing ArcGIS to remain the authoritative system of record for spatial assets.

As a cloud-hosted SaaS solution, Asset Essentials does not require deployment within the District's VMware, Microsoft Windows Server, Microsoft SQL Server, or DMZ environments. The platform supports

SAML 2.0 single sign-on (SSO) integration with Microsoft Active Directory, Microsoft Entra ID, and other compatible identity providers, providing secure browser-based and mobile access without requiring District-hosted application infrastructure.

8. Cost Proposal

Please see our cost proposal attached as “Volume 2: Siemens - TVMWD Cost Proposal.”

9. Acknowledgment of Insurance and Indemnity Requirements

Siemens acknowledges the insurance requirements contained in the District’s Standard Professional Services Agreement and maintains insurance coverage appropriate for the software-as-a-service industry. Evidence of insurance can be provided upon request. Any contractual insurance and indemnity obligations remain subject to review, negotiation, and mutual agreement as part of the final contract.

10. Professional Services Agreement

Siemens has reviewed the District's proposed Professional Services Agreement. Siemens generally accepts the District's agreement framework; however, certain provisions may require clarification or negotiation to align with Siemens' standard cloud services and professional services contracting framework. Areas that may require discussion include intellectual property ownership, indemnification, insurance requirements, termination provisions, assignment restrictions, and other terms that may conflict with Siemens' standard Terms of Service and applicable public-sector terms. Siemens reserves the right to identify specific contract language and proposed revisions during contract negotiations should Siemens be selected for award.

PSA Section	Potential Exception
Ownership of Documents	Siemens retains ownership of proprietary software, documentation, and intellectual property; District retains ownership of District data.
Indemnification	Subject to review and negotiation consistent with Siemens standard terms.
Insurance	Subject to review against Siemens corporate insurance program requirements.
Termination	Subject to alignment with subscription-based SaaS terms.
Assignment	Subject to Siemens standard affiliate and corporate assignment provisions.

11. Addendum Acknowledgement

Siemens acknowledges receipt of and has incorporated Addendum No. 1 into our proposal. This has been reviewed, considered in the preparation of this response, acknowledged as part of the proposed Contract Documents, and signed and attached at the end of this volume.

Appendices

Appendix 1 – Responses to RFP Scope of Services

Addendum 1 Signature Page

Appendix 1- Responses to RFP Scope of Services

This appendix provides Siemens' detailed responses to the functional, technical, implementation, security, reporting, GIS, training, testing, deployment, and ongoing support requirements identified in the Request for Proposal and subsequent Addendum. These responses describe how Asset Essentials and Siemens' implementation methodology address the District's requirements and operational objectives.

The responses are organized according to the District's Scope of Services and are intended to provide clear information regarding solution capabilities, implementation activities, project responsibilities, assumptions, and support services. Where applicable, responses identify functionality provided through standard Asset Essentials capabilities, implementation configuration, included services, optional features, integrations, or future-phase considerations.

Siemens' proposed approach combines a secure cloud-hosted CMMS platform with a structured implementation methodology that includes project planning, requirements validation, workflow review, configuration, data import services, testing, training, deployment, and transition to ongoing support. This approach is designed to support the District's goals for maintenance management, preventive maintenance, asset stewardship, GIS-enabled operations, reporting, mobile workforce enablement, and long-term operational improvement.

Unless otherwise noted, responses reflect the capabilities included in the proposed Asset Essentials solution and the implementation services included within the proposed scope. Additional services, optional capabilities, future enhancements, or requirements outside the proposed scope are identified where applicable.

1.0 Project Initiation and Planning

1.1 Conduct a project kickoff meeting with District stakeholders.

Siemens Meets Requirement

Siemens will conduct a project kickoff meeting with District stakeholders to confirm project objectives, scope, roles, schedule, implementation approach, and key success criteria. The kickoff establishes project governance, communication channels, and alignment on Asset Essentials CMMS configuration and deployment activities.

1.2 Confirm project objectives, scope boundaries, deployment model, role-based user counts, asset classes, asset registry approach, initial workflows, templates, integrations, reporting needs, data sources, security assumptions, and key implementation assumptions.

Siemens Meets Requirement

Siemens will validate project objectives, scope, deployment approach, user roles, asset classes, workflow requirements, reporting needs, data sources, security requirements, and implementation assumptions through structured discovery sessions with District stakeholders. These sessions establish the

configuration baseline for Asset Essentials, align project expectations, and document requirements for successful implementation and user adoption.

1.3 Develop a project management plan, implementation schedule, communication plan, issue/risk log, action/decision log, responsibility matrix, and acceptance checkpoint plan.

Siemens Meets Requirement

Siemens will provide project management oversight throughout the implementation, including maintenance of the project schedule, communication plan, issue and risk tracking, decision logs, stakeholder responsibilities, and acceptance checkpoints. These project controls support alignment, accountability, timely decision-making, and successful delivery of the Asset Essentials CMMS implementation.

1.4 Provide a project timeline identifying major phases, milestones, deliverables, District review points, acceptance criteria, dependencies, and target dates.

Siemens Meets Requirement

Siemens will provide a detailed implementation timeline that defines project phases, milestones, deliverables, stakeholder review points, acceptance criteria, dependencies, and target completion dates. The timeline aligns with our proven Plan, Design, Build, Test, and Deploy methodology to support project transparency, timely decision-making, and successful go-live.

1.5 Provide a milestone-based payment schedule; reserve final 10% of implementation/professional services fees until project closeout after successful UAT and District signoff.

Siemens Meets Requirement

Siemens will provide a milestone-based payment schedule aligned with project deliverables and acceptance milestones. Under Siemens' standard implementation methodology, 10% of professional services fees are reserved until completion of the Deploy phase, which includes defined deliverables, project completion activities, and customer acceptance criteria.

1.6 Identify District and Consultant responsibilities (data ownership, administration, configuration, hosting, backups, testing, cybersecurity, UAT, go-live obligations).

Siemens Meets Requirement

Siemens will establish and document District and Siemens responsibilities throughout the implementation.

District Responsibilities: The District is responsible for providing project stakeholders, participating in requirements and testing activities, supplying data for migration, executing user acceptance testing, approving configurations and deliverables, and supporting organizational readiness for go-live.

Consultant Responsibilities: Siemens is responsible for project management, solution configuration, implementation guidance, data import support, training, testing support, deployment activities, and documenting roles related to hosting, system administration, security considerations, backups, and go-live execution within the agreed project scope.

1.7 Provide a documentation request list and implementation intake templates limited to information needed for configuration, conditional asset data services, security, reporting, and testing.

Siemens Meets Requirement

Siemens will provide standardized implementation intake templates and data collection worksheets to capture the information required for system configuration, data import activities, security setup, reporting requirements, and testing preparation. These templates streamline requirements gathering, promote data consistency, and help ensure information is collected in a format that supports efficient Asset Essentials implementation and deployment.

2.0 Discovery, Requirements, and Workflow Validation

2.1 Validate District maintenance workflows for water operations, facilities maintenance, service request intake, PM, inspections, emergency work, reporting, approvals, and closeout.

Siemens Meets Requirement

Siemens will conduct requirements discovery sessions to document and validate the District's maintenance workflows, including water operations, facilities maintenance, service request management, preventive maintenance, inspections, emergency response, reporting, approvals, and work order closeout processes. Validated workflows will be used to configure Asset Essentials in alignment with District operational requirements and approved business processes.

2.2 Document role-based workflow needs for Executives, Operations Managers, Administration Managers, Field Workers, and Water Resources/Engineering users.

Siemens Meets Requirement

Siemens will document role-based workflow requirements for Executives, Operations Managers, Administration Managers, Field Workers, and Water Resources/Engineering users during requirements discovery sessions. These requirements will be used to configure user roles, permissions, dashboards, approvals, notifications, and workflow processes that align with each group's responsibilities and operational needs.

2.3 Confirm initial work order/service request types, priorities, statuses, problem/cause/remedy codes, failure codes, labor codes, equipment codes, notification rules, and closeout requirements.

Siemens Meets Requirement

Siemens will work with District stakeholders during requirements discovery to define and validate work order and service request types, priorities, statuses, notification rules, and closeout requirements. Asset Essentials will be configured to support the District's approved workflow classifications, codes, and operational processes using standard system configuration.

2.4 State how many work order, service request, PM templates, inspection forms, and checklists will be configured as part of base scope.

Siemens Meets Requirement

Siemens' standard implementation scope includes configuration of work order, preventive maintenance, inventory, and related CMMS workflows. Specific quantities of work order templates, service request templates, PM templates, inspection forms, and checklists are not predefined. Template counts will be confirmed during requirements discovery and documented in the approved requirements and configuration scope.

2.5 Identify unit cost/hourly rate for additional templates requested after the agreed base scope.

Siemens Meets Requirement

Additional templates, forms, checklists, or configuration requests outside the approved implementation scope may be completed through Siemens professional services and are subject to then-current services rates. Any requested additions will be reviewed, estimated, and approved through the project change control process before work begins.

2.6 Identify requirements met through standard configuration, optional modules, third-party products, custom development, integrations, or future phases.

Siemens Meets Requirement

Siemens will identify which District requirements are addressed through standard Asset Essentials functionality and configuration, and will note any capabilities that require optional modules, third-party solutions, integrations, custom services, or future implementation phases. Responses throughout this proposal identify the delivery approach for each requirement, providing the District with clear visibility into included functionality, optional capabilities, implementation assumptions, and areas that may be considered for future expansion.

3.0 Technical Architecture and Existing Environment Fit

3.1 Provide proposed deployment architecture (SaaS/vendor-hosted, District-hosted/on-premise, or hybrid), including diagrams and responsibility matrix.

Siemens Meets Requirement

Siemens Asset Management Software applications are delivered exclusively as Software-as-a-Service (SaaS) solutions. The Asset Essentials platform is cloud-hosted and accessed through a standard web browser or dedicated mobile application, eliminating the need for on-premise servers, hardware, or software components. Siemens utilizes private and hybrid cloud infrastructure, including Amazon Web Services (AWS), to provide a secure, scalable SaaS environment that supports system administration, hosting, backups, maintenance, and platform updates.

A deployment architecture diagram is available in the Asset Essentials network architecture documentation: https://trust.brightlysoftware.com/resources?s=urhgmhettk71c1ojbikoa3&name=asset-essentials-network-diagram.pdf.

3.2 Describe compatibility with District's VMware, Microsoft, SQL Server, Active Directory, Entra ID, ArcGIS Enterprise, ArcGIS Online, SDE, and DMZ environment.

Siemens Meets Requirement

Asset Essentials is compatible with the District's Esri environment, including ArcGIS Enterprise, ArcGIS Online, and ArcGIS Portal. The platform integrates with ArcGIS through standard REST services, enabling users to view GIS-linked assets, display map layers, and create or manage work orders using spatial data while supporting secure, authenticated access to GIS services.

As a SaaS solution, Asset Essentials is accessed through a web browser and does not require deployment within the District's VMware or Microsoft SQL Server environments. The platform supports single sign-on (SSO) through SAML 2.0, allowing integration with Active Directory, Entra ID, and other identity providers that support SAML-based authentication using existing District credentials. Because the solution is cloud-hosted, no DMZ-hosted application infrastructure, on-premise servers, or local database components are required for standard deployment.

3.3 Provide technical architecture narrative/diagram (users, app components, databases, identity providers, mobile devices, APIs, integrations, public endpoints, security boundaries).

Siemens Meets Requirement

Siemens provides a documented technical architecture that defines system users, application components, databases, identity providers, mobile applications, APIs, integration points, public endpoints, and security boundaries. As a SaaS solution, Asset Essentials is delivered through Siemens-managed cloud infrastructure, with users accessing the application through secure web browsers or mobile devices while application services, databases, backups, and security controls are hosted and managed by Siemens. The platform supports integration through standard APIs and REST services, with standard integrations to ArcGIS and SAML 2.0-based identity providers. Deployment architecture diagrams and network security documentation are available within the Asset Essentials technical architecture documentation linked above in 3.1.

3.4 Describe supported browsers, mobile OS, device requirements, database versions, server OS, virtualization support, cloud hosting, and client/network prerequisites.

Siemens Meets Requirement

Asset Essentials is a cloud-hosted SaaS solution accessed through supported web browsers, including Chrome, Edge, Firefox, and Safari, as well as native iOS and Android mobile applications. No customer-managed servers, databases, operating systems, or virtualization platforms are required; users need only a supported browser or mobile device, internet connectivity, and role-based access to our cloud services, with optional SAML 2.0 SSO integration.

3.5 Describe monitoring, logging, alerting, backup, disaster recovery, patching, release management, and administrator responsibilities.

Siemens Meets Requirement

Siemens manages platform monitoring, application and audit logging, security alerting, automated backups, disaster recovery, security patching, release management, and system maintenance as part of its cloud-hosted SaaS service. Asset Essentials includes encrypted backups, continuous security monitoring, role-based access controls, routine updates, and separate development, test, and production environments governed by formal change management processes.

District administrator responsibilities include user administration, role and permission management, configuration oversight, report and workflow administration, and coordination of user acceptance testing, training, and operational readiness activities.

3.6 Describe environments needed for development, test, staging, training, and production, including costs and limitations.

Siemens Meets Requirement

Asset Essentials is delivered as a SaaS application with Siemens-managed development, test, training, and production environments as required for platform operations and release management. Standard implementations do not require District-hosted development, test, staging, training, database, or production environments, and no additional infrastructure costs are incurred for customer-managed environments.

User acceptance testing, training, and configuration validation are conducted within Siemens-provided implementation environments as part of the standard implementation process. Requests for additional non-standard environments, extended testing periods, or custom infrastructure arrangements would be evaluated separately and may require additional services through the change control process.

4.0 Software Deployment, Installation, and Base Configuration

4.1 For vendor-hosted/SaaS: provision production environment and, if available, a non-production sandbox/staging environment.

Siemens Meets Requirement

Asset Essentials includes a Siemens-hosted production environment as part of the standard SaaS subscription. User acceptance testing, training, and configuration validation are conducted within Siemens-provided implementation environments, and a non-production sandbox or staging environment may be available depending on the subscribed offering and implementation requirements. Any additional non-standard environments beyond the standard deployment model would be evaluated separately and may require additional services or subscription costs.

4.2 For District-hosted/on-premise: provide installation media/packages, prerequisites, server sizing, SQL requirements, service accounts, firewall/port and certificate requirements, patching procedures, backup requirements, and installation support.

Not Applicable

Asset Essentials is delivered exclusively as a cloud-hosted SaaS solution and does not require District-hosted or on-premise deployment. As a result, installation media, server sizing, SQL Server requirements, service accounts, operating system prerequisites, firewall configuration for application servers, certificate management, backup administration, patching procedures, and software installation support are not applicable under the standard deployment model. Siemens manages the application infrastructure, databases, security updates, backups, disaster recovery, and platform maintenance within the hosted SaaS environment.

4.3 Configure baseline modules, user roles, permissions, locations, asset hierarchy, work order/request types, statuses, priorities, codes, parts/materials, vendors, notifications, forms, dashboards, and reports.

Siemens Meets Requirement

Siemens will configure the Asset Essentials baseline application based on approved requirements, including user roles and permissions, locations, asset hierarchy, work order and service request types, statuses, priorities, notifications, dashboards, and standard workflow settings. The implementation also includes configuration of approved operational workflows and import of supported data records for locations, assets, users, and preventive maintenance schedules.

Configuration of forms, classifications, codes, vendors, parts and materials, notifications, dashboards, and standard reports will be validated during requirements discovery and configured using standard Asset Essentials functionality.

4.4 Configure requester intake workflows for staff who submit requests but do not need full CMMS access.

Siemens Meets Requirement

Asset Essentials includes configurable requester intake workflows that allow staff to submit maintenance requests through a web-based requester portal without requiring full CMMS access. Requesters can submit, track, and receive status updates on their requests, while configurable routing rules direct requests to the appropriate department, supervisor, or technician based on criteria such as location, asset, category, priority, or request type.

4.5 Identify all modules, connectors, add-ons, mobile applications, third-party products, and licenses required for the proposed solution.

Siemens Meets Requirement

The proposed solution includes the Asset Essentials platform, native iOS and Android mobile applications, standard requester portal functionality, and modules for GIS Asset Management, Inventory, Analytics, Facilities, Fleet, Water.

Asset Essentials supports ArcGIS integration through standard Esri REST services and supports SAML 2.0 single sign-on with identity providers such as Active Directory and Entra ID. Optional capabilities such as

Connector Tool integrations, REST API access, additional modules, and managed integrations are available but are not priced and are not required for core Asset Essentials functionality. Responses throughout this proposal identify whether a capability is included as standard functionality, requires an optional module, requires integration services, or may be considered for a future phase.

5.0 Work Orders, Service Requests, and Facilities Maintenance

5.1 Configure work order lifecycle from request intake through assignment, scheduling, execution, review, closeout, and history.

Siemens Meets Requirement

Siemens' proposed solution includes end-to-end work order tracking, management and reporting. Workflows can be easily configured to enforce required steps and approvals based on work category, location, priority, etc.

5.2 Support planned, unplanned, emergency, corrective, inspection, preventive, safety, water operations, and facilities maintenance work order types.

Siemens Meets Requirement

With Siemens, TVMWD will benefit from a system that supports GIS and non-GIS assets and workflows. GIS is not a requirement in our proposed solution, however, map views are available for GIS- based workflows and assets. Tabular views are available and can be configured for non-GIS based workflows and assets. On-screen views can be saved and shared with other users with the appropriate permissions.

5.3 Support service request intake, routing, approval, conversion to work orders, notifications, status visibility, and request history.

Siemens Meets Requirement

5.4 Support facilities maintenance for buildings, HVAC, electrical, generators, security equipment, grounds, fleet, tools, and other non-spatial assets.

Siemens Meets Requirement

5.5 Enable labor, parts/materials, equipment, contractor, cost, downtime, notes, photos, videos, documents, safety checklist/LOTO, and attachment tracking.

Siemens Meets Requirement

5.6 Enable scheduling, dispatch, workload balancing, crew assignments, notifications, escalations, and status tracking.

Siemens Meets Requirement

Asset Essentials provides capabilities to schedule and dispatch work, balance workloads, crew assignments, notifications related to work and statuses, and escalation as necessary. The Planner and

Scheduler feature provides a calendar view allowing for simplified workload balancing based on various factors such as availability, crew, status, work type, etc.

5.7 Maintain complete service/repair history by asset, location, facility, work order, user, date/time, labor, parts, cost, failure, and remedy.

Siemens Meets Requirement

The proposed solution provides a complete view of service and repair history, giving users fast, easy access to the information they need. With out-of-the-box reports and dashboards, users can quickly filter and analyze asset, location, and work order history making it easier to understand past activity and identify trends.

5.8 Support recurring and route-based work (facility rounds, pump station checks, meter/vault inspections, valve exercising, generator testing, calibration, safety inspections).

Siemens Meets Requirement

Asset Essentials supports recurring and route-based work such as facility rounds, pump station checks, meter/vault inspections, valve exercising, generator testing, calibration, safety inspections, and more.

Recurring work orders can be generated based on meter readings, thresholds, dates, and more, with PM templates and checklists available for each asset type. PM tasks can be set up to occur on a designated frequency, whether fixed or floating (completion date) with the ability to manage schedules in a calendar view.

5.9 Support water operations context: asset criticality, service impact, shutdown/outage notes, affected facilities/service areas, emergency response documentation.

Siemens Meets Requirement

Asset Essentials accomodates tracking and documention of these requirements to support water operations.

6.0 Preventive Maintenance, Inspections, and Mobile Field Functionality

6.1 Configure PM schedules based on calendar intervals, usage, runtime, meter readings, inspection results, condition, or other triggers.

Siemens Meets Requirement

PM work orders can be generated based on meter readings, thresholds, dates, and more, with PM templates and checklists available for each asset type. PM tasks can be set up to occur on a designated frequency, whether fixed or floating (completion date) with the ability to manage schedules in a calendar view.

6.2 Support inspection forms, checklists, readings, pass/fail criteria, deficiency creation, follow-up work orders, and historical inspection records.

Siemens Meets Requirement

The system comprehensively manages inspection checklists, pass/fail criteria, deficiency tracking, and follow-up work orders. Additionally, it centralizes and maintains all historical records—including preventive, reactive, and inspection data—for future reference and compliance needs.

6.3 Support PM compliance tracking, overdue PM reporting, recurring inspection reporting, and maintenance trend analysis.

Siemens Meets Requirement

Asset Essentials supports tracking and reporting on PM and recurring inspection compliance, overdue PMs, and maintenance trend analysis. Configurable dashboards and reports are used to generate high level and detailed analysis of this data.

6.4 Describe support for calibrations, regulatory/safety/condition/facility inspections, and operating rounds for a wholesale water district.

Siemens Meets Requirement

The system can easily execute calibrations, operating rounds, along with any desired safety, regulatory, condition, and facility inspections directly in the platform. Utilizing Pass/Fail criteria within inspections allows for immediate creation of deficiencies and follow-up work orders, while maintaining a digital paper trail of all historical activities for future audit readiness.

6.5 Provide mobile applications or responsive mobile web for iOS and Android supporting field crew workflows.

Siemens Meets Requirement

Asset Essentials' mobile application is available for download on iOS and Android smartphones and tablets.

6.6 Support offline access to work orders, asset info, maps/cached context, checklists, parts, photos, and notes, with sync on reconnect.

Siemens Partially Meets Requirement

All requirements supported except maps are not available offline. Data collected while offline is manually synced when the user returns to a Wi-Fi connected area.

6.7 Support mobile creation, update, reassignment, completion, and closeout of work orders, requests, inspections, and facilities tasks.

Siemens Meets Requirement

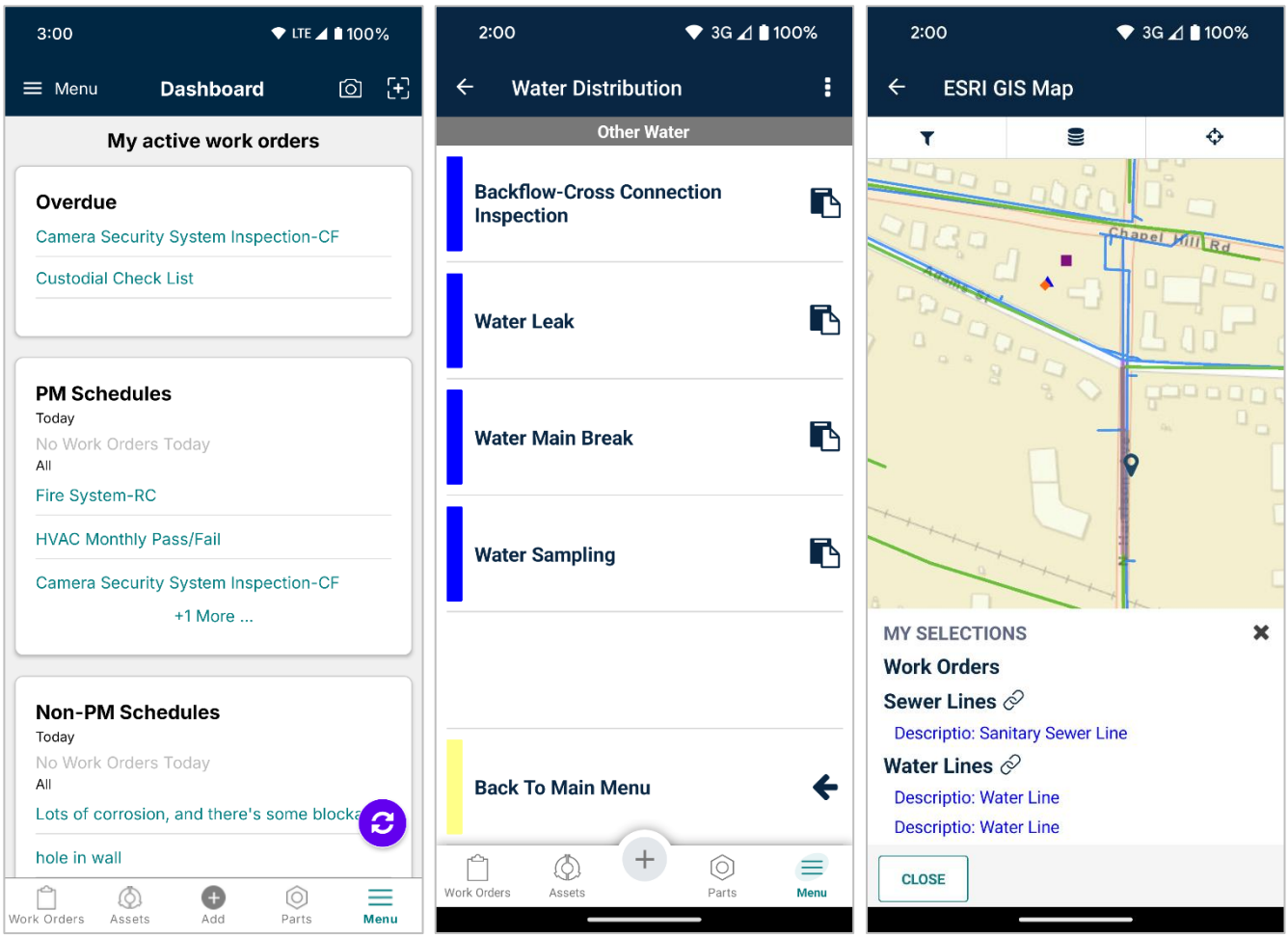
All requirements are supported in the Asset Essentials mobile application.

6.8 Support photo, video, document, barcode/QR scan, GPS coordinate, meter/reading entry, and signature capture.

Siemens Partially Meets Requirement

Asset Essentials' mobile application meets all requirements with two specific functional exceptions: video attachments and signature capture. Your team can easily attach videos via the web portal, and capture signatures directly on mobile using a dedicated data field.

Mobile App Interface Examples:



6.9 Describe offline limitations: record counts, cached data types, map caching, sync conflict handling, device storage, encryption, security controls.

Siemens Partially Meets Requirement

Asset Essentials provides the following offline capabilities:

Data Caching:

- Asset Records - Counts can be specified by client
- Work Orders- Work Orders can be selected for download

Data Creation:

- Asset Records - Assets can be created
- New Work Orders - Work orders can be created

Data Syncing - The following data will sync when back in an improved service area:

- Asset Records - Newly created and existing updated asset edits
- Work Orders - Newly created and existing updated work orders
- Failed Tasks - Tasks flagged as Fail in existing PMs/Inspections

Offline Limitations:

- No map caching
- No work order creation from map
- No access to consumable inventory
- Attachments are not accessible
- Work order history is not available unless downloaded

7.0 Asset Registry Approach and Conditional Asset Data Services

7.1 Describe the CMMS asset registry, hierarchy, location model, asset identifier strategy, and relationship to District ArcGIS/SDE assets.

Siemens Meets Requirement

Asset Essentials provides various ways to construct an asset register.

1. A visual location hierarchy across unlimited levels with assets assigned to the appropriate locations.
2. A visual hierarchy to display asset associations, showing parent-child relationships across six levels.
3. A visual representation of assets mapped within the client's ESRI platform. The asset layers may be used to build out an asset register for GIS based assets.
4. Clients can use their desired asset identifiers and/or standardized system of rules for assigning consistent, descriptive names or codes to physical assets managed by their organization.

7.2 Recognize ArcGIS/SDE as the District's source of truth for approved spatial assets (unless the District approves otherwise during negotiation).

The proposed system supports the ability to leverage existing and future Esri ArcGIS data. This integration is achieved via a REST endpoint, allowing your GIS data to sync in Asset Essentials. Users can view and toggle layers on or off from the map viewer. Work orders and preventative maintenance schedules can be tied directly to these assets. Asset Essentials supports a single ESRI hosted map service and ESRI Feature Layers and Maps accessible via ArcGIS Online.

7.3 If using ArcGIS directly as registry: describe how CMMS references GIS assets/attributes, handles updates, maintains history, and avoids unauthorized edits.

Siemens Meets Requirement

Asset Essentials can automatically create copies of your source GIS assets in our program for the purpose of work order association. Once published, any changes made to your source GIS data will be displayed immediately in Asset Essentials and previously synced assets can be automatically updated on a recurring basis.

7.4 If maintaining its own registry: describe initial asset load/import, required ArcGIS fields, reconciliation process, exception reporting, and conflict resolution.

Siemens Meets Requirement

Asset Essentials can automatically create copies of your source GIS assets in our program for the purpose of creating an asset registry. Once published, any changes made to your source GIS data will be displayed immediately in Asset Essentials and previously synced assets can be automatically updated on a recurring basis. A report will generate identifying exceptions/conflicts.

Two fields are required in your GIS data in order to sync the data into Asset Essentials and be able to create work orders tied to those assets: a unique Asset Name and Global ID.

7.5 State assumptions, limitations, file formats, field/record limits, integration dependencies, District responsibilities, and costs for conditional asset data services.

Siemens Meets Requirement

Data services include the import of Locations, Assets, Users, Preventive Maintenance Schedules, Parts, Storage Locations, and Vendor data. Siemens will provide import templates, analyze District-provided data, assist with required transformations, import approved data, and conduct quality control testing to verify successful upload into Asset Essentials.

The District is responsible for extracting and providing data in CSV or Excel format, with each supported data type delivered in a single file and worksheet containing column headings and one record per row. Data extraction from source systems, migration of historical data, additional data imports, non-standard asset structures, third-party integrations, and remediation of incomplete or invalid source data are outside the base scope and may require change control and additional professional services.

For purposes of this proposal, conditional asset data services refer to asset data import, transformation, validation, and migration activities associated with the implementation of Asset Essentials. Asset condition assessment, asset health evaluation, and field-based asset data collection services are not included in the base implementation scope.

8.0 Optional GIS and Esri Integration (Optional — not required for award)

8.1 Describe available integration with ArcGIS Enterprise, ArcGIS Online, and the District's SDE-based asset registry.

Siemens Meets Requirement

Asset Essentials consumes a client's ESRI geodatabase as the asset database/repository of record out of the box without any additional add-ons.

For your GIS data to be visible in Asset Essentials, you will need a single ESRI hosted map service. The map service URL should look like one of the three options below:

- Map Service published from ArcGIS Enterprise: http://arcgis.yourorganization.com/arcgis/rest/services/AssetEssentials/MapServerWeb
- Map Service published from ArcGIS: https://yourorganization.maps.arcgis.com/home/item.html?id=1391b43d6c48315016efcb09615 *Note: If you are using a secure web map service in ArcGIS, each one of your users will need unique login credentials for your ESRI account.
- Map Service published from ArcGIS Portal: https://arcgis.yourorganization.com/server/sharing/rest/ *Note: In addition to a URL, you will be required to provide a Portal Map ID provided by ESRI.

8.2 Explain operational, mobile, reporting, data quality, and user experience benefits of the proposed ArcGIS integration.

Siemens Meets Requirement

The ArcGIS integration provides access to your GIS data through the Asset Essentials mobile app making it easy for users to interact with the data in real time while out in the field. Data quality will be consistent with the client's ESRI GIS system of record accurately displayed. Reporting is available for the data captured as part of an organization's day to day operations.

8.3 Describe whether the CMMS can consume feature services, display web maps, launch ArcGIS apps, read/write GIS attributes, and synchronize GIS data.

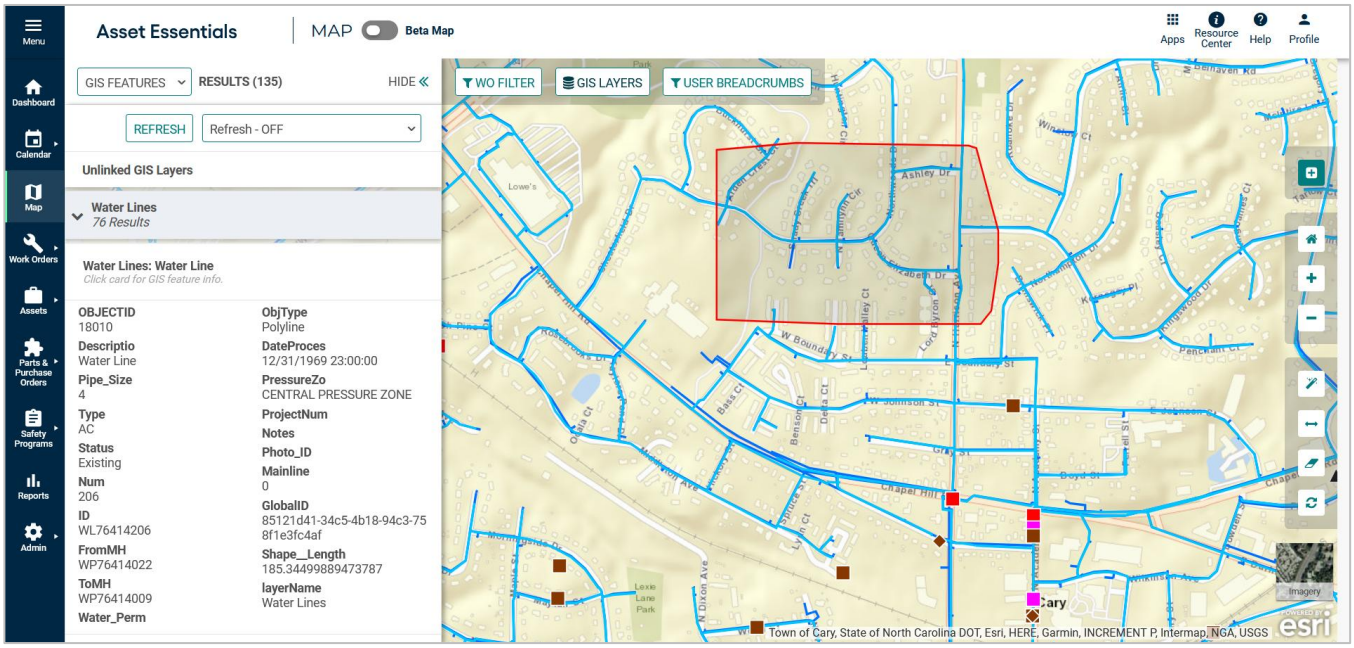
Siemens Meets Requirement

Asset Essentials can consume ESRI GIS data to display web maps, read and display asset attributes, synchronize GIS data, and update certain attribute data. It does not launch ArcGIS apps.

8.4 Describe how work orders, requests, inspections, and facilities records may be viewed in a geospatial/map-based context.

Siemens Meets Requirement

The Lasso Tool may be used to select various items on the map for viewing: work orders, requests, inspections, assets, etc.



8.5 Describe safeguards preventing unintended editing of authoritative GIS geometry/attributes.

Siemens Meets Requirement

Setting up a one-way sync from GIS to Asset Essentials will prevent unintended editing of GIS data. GIS changes will remain in Esri, while Asset Essentials will sync these updates on demand or on a scheduled basis.

8.6 Describe integration monitoring, error handling, reconciliation, exception reporting, and recovery on sync/service failure.

Siemens Meets Requirement

Asset Essentials monitors GIS integration through synchronization status indicators, showing when a sync is running, successful, or failed, and can automatically email sync results to designated subscribers for ongoing visibility.

If a synchronization failure occurs, the system clearly identifies the failure through a red status indicator, enabling administrators to investigate and rerun the sync process as needed. The solution also supports scheduled synchronization frequencies to maintain ongoing alignment between GIS data and Asset Essentials.

8.7 Provide API, webhook, service account, authentication, rate limit, licensing, and support documentation for GIS integrations.

Siemens Meets Requirement

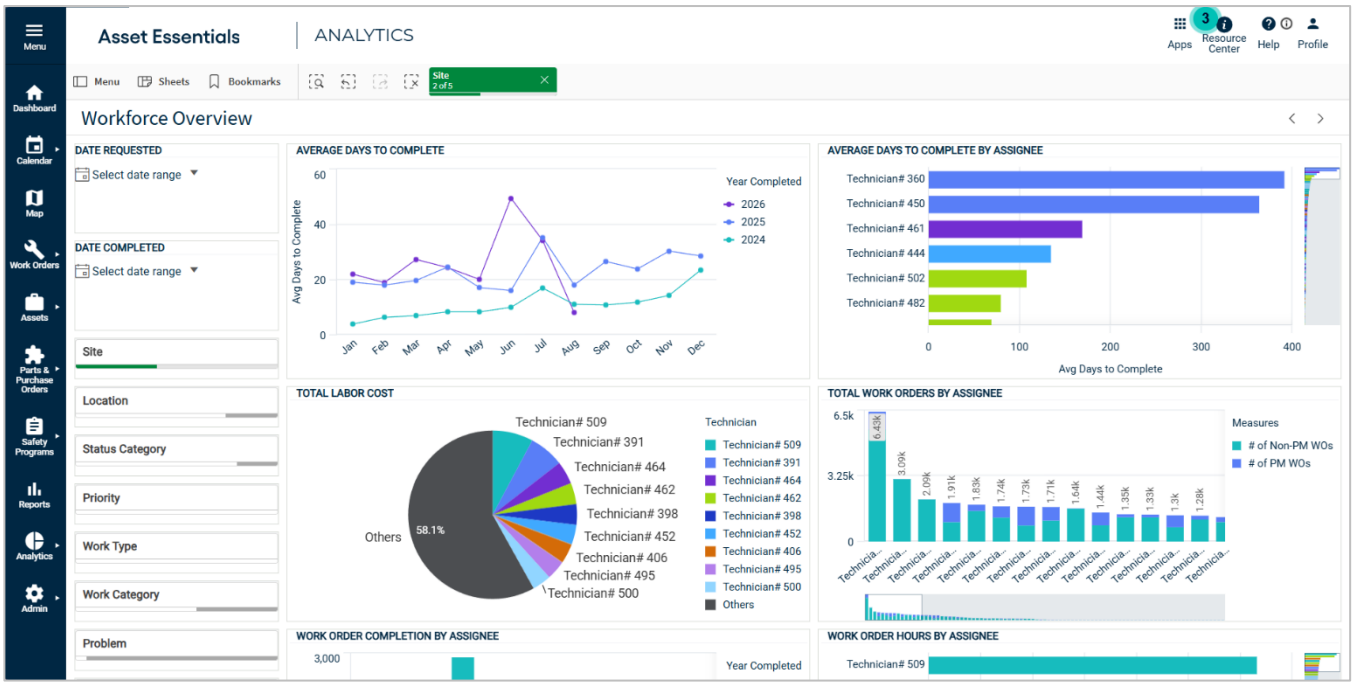
Asset Essentials consumes Esri ArcGIS data via REST endpoint. This integration allows your GIS data to sync in Asset Essentials and users can view GIS data and toggle layers on and off from the map viewer.

9.0 Reporting, Dashboards, Data Export, and Business Intelligence

9.1 Configure standard and custom dashboards for executives, managers, administrators, field users, and engineering users.

Siemens Meets Requirement

Asset Essentials includes configurable dashboards tailored to your users' roles, providing role-based visibility into KPIs, work activity, asset performance, and operational metrics. During implementation, Siemens will validate reporting and dashboard requirements and configure approved dashboards using standard Asset Essentials functionality.



9.2 Provide reports for open/closed work orders, backlog, overdue tasks, labor utilization, parts usage, asset history, inspections, safety checklists, emergency work, and facilities/water metrics.

Siemens Meets Requirement

Asset Essentials includes standard and configurable reports for work order activity, labor utilization, parts usage, asset performance and history, safety programs, incidents, costs, and operational metrics. During implementation, Siemens will validate reporting requirements, configure approved reports and dashboards, and support report testing using standard Asset Essentials reporting and analytics capabilities.

9.3 Support export to CSV, Excel, PDF, and other documented formats.

Siemens Meets Requirement

Asset Essentials supports data export in commonly used formats, including CSV, XLS, XLSX, and PDF, through standard reporting and export tools. During implementation, Siemens will validate reporting and export requirements and support testing of approved reports, dashboards, and data export processes.

9.4 Describe data export/integration for third-party BI platforms (Power BI, ArcGIS Insights, Tableau, data warehouses).

Siemens Meets Requirement

Asset Essentials supports data export in commonly used formats, including CSV, XLS, XLSX, and PDF, and optionally provides API-based data access (not included in proposed cost) that can be used to integrate with third-party business intelligence and analytics platforms such as Power BI, Tableau, ArcGIS solutions, and enterprise data warehouses. Further scoping is recommended to determine if API access is required.

9.5 Describe how analytics platforms access data (REST API, OData, webhooks, flat-file exports, database views, read replicas, connectors, etc.).

Siemens Meets Requirement

Asset Essentials includes configurable reporting and dashboards, and the proposed solution includes the Analytics module, which provides advanced dashboards, KPIs, ad hoc analysis, and executive reporting capabilities. Analytics and third-party BI platforms can access data through standard exports (CSV, XLS, XLSX, PDF), API-based integrations, and approved data exchange processes, allowing organizations to extend reporting through tools such as Power BI, Tableau, ArcGIS, and enterprise data warehouse solutions.

9.6 Describe API authentication, service accounts, rate limits, data dictionaries, refresh cadence, audit logging, and costs for analytics access.

Siemens Meets Requirement

Asset Essentials includes the Analytics module, providing advanced dashboards, KPI tracking, visual reporting, and ad hoc analysis capabilities. For additional analytics and integration scenarios, Asset Essentials provides documented REST APIs with secure authenticated access to application data; API documentation, available endpoints, and data definitions are provided to authorized customers, while access permissions and audit logging are managed through standard role-based security controls.

9.7 Support scheduled reports and distribution to users and non-users.

Siemens Meets Requirement

Asset Essentials supports scheduled report generation with reports saved to a user's My Reports section for on-demand access and recurring email delivery to the report owner. Generated reports can be saved, exported, printed, and shared with other authorized Asset Essentials users, and emailed reports may be forwarded as needed to additional recipients.

9.8 Maintain audit-ready records with user, date, time, status, change, approval, comment, and attachment history.

Siemens Meets Requirement

Asset Essentials maintains a complete audit history for work orders, assets, requests, inspections, approvals, and related records, including user activity, date and time stamps, status changes, comments, attachments, and workflow updates. During implementation, Siemens will configure approved workflows and permissions to support the District's audit, compliance, reporting, and record-keeping requirements.

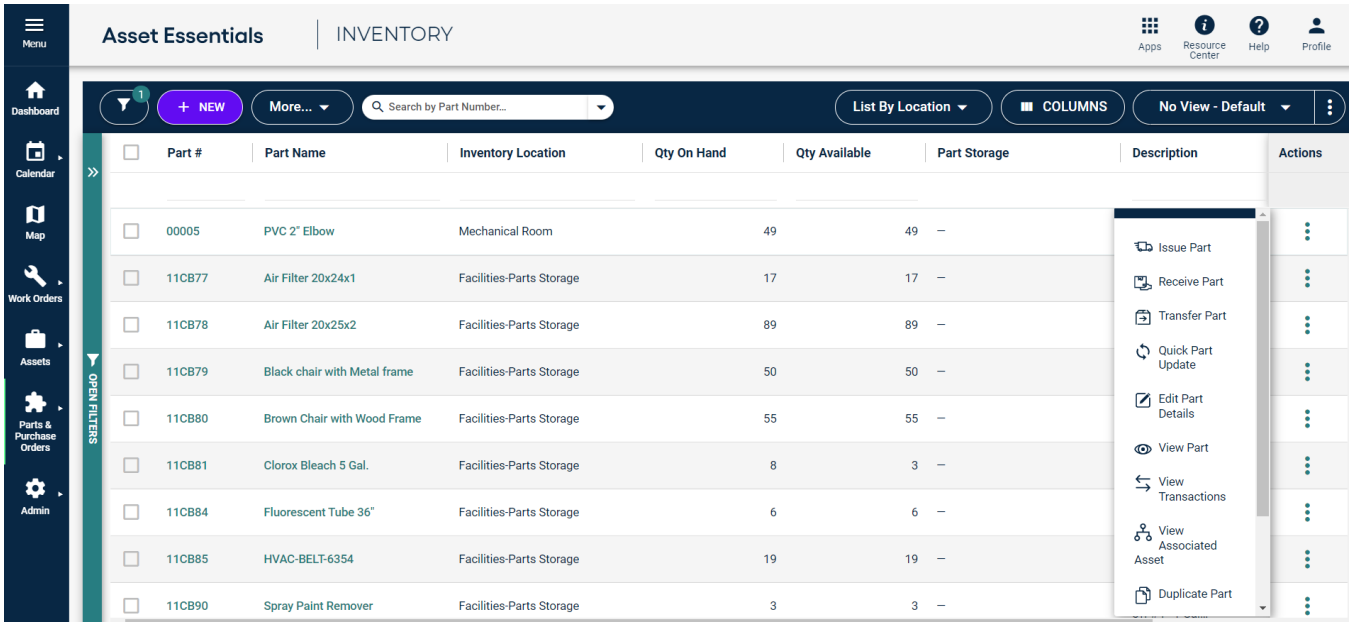
10.0 Inventory and Materials

10.1 Describe inventory, materials, storeroom/stockroom, vendor, purchasing, receiving, issuing, adjustment, audit, barcode, reorder point, and parts reservation capabilities.

Siemens Meets Requirement

Inventory management includes:

- Detailed Part information
- Barcoding
- Real-time update on part quantity for work orders
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity



10.2 Support tracking materials/parts used on work orders and associating costs with assets, locations, facilities, work orders, and departments.

Siemens Meets Requirement

10.3 Identify whether inventory/storeroom capabilities are standard, configured, optional modules, third-party, or future roadmap items.

Siemens Meets Requirement

Asset Essentials inventory/storeroom capabilities are standard.

10.4 Describe integration options with future ERP, finance, procurement, or purchasing systems.

Siemens Meets Requirement

There are a few options for connecting with your ERP, finance, procurement and purchasing systems including:

- Manual import/export
- Scheduled import/export
- API for real-time integration

Managed integration services can be scoped and priced or we can provide API documentation for clients that have IT and middleware resources in-house.

11.0 Optional Future Asset Management Capabilities

11.1 Describe available asset condition assessment, criticality, risk scoring, business risk exposure, likelihood/consequence of failure, and replacement prioritization.

Siemens Meets Requirement

Asset Essentials provides the ability to track total cost of ownership of your assets. Clients are able to track useful life, estimated replacement dates and associated costs, and create dashboards/lists for easily viewing asset management information.

Additionally (not included in our proposal) Predictor uses likelihood and consequence of failure (LoF and CoF) approach to assess risk across assets. This methodology enables users to prioritize interventions based on asset criticality and the potential impact of failure.

Users can classify risk ratings on a scale (e.g. 1-5) and set thresholds for Predictor to highlight and alert the user when the portfolio or asset risk exceeds the threshold.

When adjusting the lifecycle strategy, users can modify condition factors, strategic levers, benefits, risks, targets etc. Meaning a risk-based approach to planning can be taken in addition to condition or service

level planning. Users can define how the optimization engine prioritizes the varying levels of risks and run unlimited variations and scenarios to be compared against each other.

11.2 Describe support for lifecycle cost tracking, useful life, rehab/replacement planning, capital planning, budget forecasting, level-of-service tracking, and AM dashboards.

Siemens Meets Requirement

Asset Essentials provides the ability to track total cost of ownership of your assets. Clients are able to track useful life, estimated replacement dates and associated costs, and create dashboards/lists for easily viewing asset management information.

Predictor, Siemens' full asset lifecycle prediction modeling and capital planning module is a powerful decision support tool designed for long-term infrastructure asset planning. It helps organizations optimize service levels and manage capital and maintenance expenditures effectively. By using industry-specific algorithms, the platform accurately forecasts asset behavior based on funding levels and enables scenario comparisons to aid decision-making.

The tool excels in lifecycle tracking and management by considering various factors such as condition, age, environment, usage, and material quality. It applies service-based lifecycle degradation paths at different levels, allowing for precise health forecasts of entire networks and monitoring the impact of maintenance and treatments. This ensures optimal allocation of resources, extending asset life and improving performance while minimizing costs.

The platform also supports long-term planning by evaluating funding levels needed to achieve desired service outcomes. It enables detailed analysis of whole-of-life asset costs and facilitates trade-off analysis between asset classes. Additionally, it produces comprehensive reports to meet internal and regulatory requirements, enhancing stakeholder communication and supporting informed decision-making.

Financial decision support can help model rate structures, optimize grant opportunities, and track financial KPIs. Budget tracking and forecasting capabilities ensure alignment with financial objectives.

11.3 Identify whether these capabilities are included, optional modules, third-party, configured services, custom development, or roadmap items.

Siemens Meets Requirement

Predictor capabilities are not included in our proposal/cost. We are happy to discuss further and scope for this project or future project.

11.4 Provide separate pricing and implementation assumptions for optional future asset management capabilities.

Siemens Meets Requirement

Optional future deployment of Predictor would be priced as an annual SaaS subscription using one of several methods, including population-based pricing, square footage-based pricing for facilities-focused organizations, or custom enterprise pricing for large or complex deployments, with additional costs for any added asset classes, departments, or companion modules such as Work Planner.

Implementation assumptions include a one-time services engagement for data onboarding, configuration, model setup, and training, with final scope and cost dependent on the number of asset classes, data availability, and integration requirements at the time of deployment.

12.0 Security, Identity, Cybersecurity, and Data Protection

12.1 Provide a security overview: hosting, architecture, data isolation, encryption at rest/in transit, key management, vulnerability management, patching, pen testing, incident response, monitoring.

Siemens Meets Requirement

Asset Essentials is delivered as a cloud-hosted SaaS solution within Siemens-managed AWS infrastructure using secure, segmented application and database architectures with logical customer data isolation. Data is encrypted in transit using TLS 1.2+ and encrypted at rest using industry-standard encryption, with role-based access controls, SAML 2.0 SSO support, and least-privilege access principles.

Siemens maintains formal vulnerability management, security patching, continuous monitoring, audit logging, backup and disaster recovery processes, penetration testing, incident response procedures, and 24x7 security operations monitoring. The platform includes automated encrypted backups, routine security assessments, tested recovery procedures, structured change management, and documented breach response processes to support the confidentiality, integrity, and availability of customer data.

12.2 Support role-based access control with granular permissions by role, module, location, feature, data type, or workflow status.

Siemens Meets Requirement

Asset Essentials supports role-based access control (RBAC) with configurable permissions that can be assigned by role and used to control access to modules, locations, assets, requests, reports, workflows, and administrative functions. The platform supports configurable user roles, requester-only access, location-based visibility, approval workflows, and role-specific dashboards to align access with operational responsibilities and least-privilege security practices.

12.3 Describe SSO options, supported identity providers, MFA, AD/Entra ID integration, provisioning/deprovisioning, role mapping, admin controls, and audit logs.

Siemens Meets Requirement

Asset Essentials supports Single Sign-On (SSO) through SAML 2.0 and can integrate with identity providers such as Microsoft Active Directory, Microsoft Entra ID, and other SAML-compliant authentication platforms. The platform supports role-based access control, configurable user roles, least-privilege access principles, and multi-factor authentication through the organization's identity provider.

User provisioning, deprovisioning, role assignment, permission management, and access controls are administered by authorized system administrators, with audit logs capturing user activity, login

information, changes, and system actions. Audit logs can be reviewed and exported by users with appropriate permissions to support security, compliance, and administrative oversight.

12.4 Provide information on SOC 2 Type II, ISO 27001, NIST, CIS, CSA, FedRAMP, StateRAMP, or other compliance frameworks, if applicable.

Siemens Meets Requirement

Asset Essentials is hosted within a secure Siemens-managed AWS cloud environment and incorporates industry-aligned security controls, including encryption at rest and in transit, role-based access controls, vulnerability management, security monitoring, penetration testing, disaster recovery, and formal incident response processes. Siemens' security program aligns with recognized frameworks and standards and includes ongoing security assessments, access reviews, and compliance-oriented controls.

Additional security, compliance, certification, and control documentation is available through the Siemens Asset Management Software Trust Center: https://trust.brightlysoftware.com/resources#6a884dec1225028dab8b5772.

12.5 For hosted environments: identify data residency, backup frequency, RTO, RPO, BC/DR testing, log retention, vulnerability remediation targets, and incident notification commitments.

Siemens Meets Requirement

Asset Essentials is hosted within Siemens-managed AWS cloud infrastructure with automated backup, disaster recovery, security monitoring, and business continuity processes managed as part of the SaaS service. Full database backups are performed nightly, transaction log backups are performed every 15 minutes, backup processes are actively monitored, and backup data is encrypted and transmitted over secure channels to AWS storage. Backups are retained in Amazon S3 before archival to Amazon Glacier, and backup integrity is validated through regular testing.

Siemens conducts routine disaster recovery exercises to validate restoration procedures and application availability at the disaster recovery site. Published service objectives include a Recovery Point Objective (RPO) of one hour and a Recovery Time Objective (RTO) of 24 hours.

Additional information regarding data residency, backup retention, business continuity and disaster recovery practices, log retention, vulnerability management, remediation practices, incident response procedures, and security notification commitments is available through the Siemens Asset Management Software Trust Center: https://trust.brightlysoftware.com/resources#6a884dec1225028dab8b5772.

12.6 Provide breach notification policy; must notify District within 72 hours of confirmed or reasonably suspected unauthorized access/disclosure of District data.

Siemens Meets Requirement

Asset Essentials maintains a documented incident response and breach notification process for actual or suspected security incidents. Clients affected by a confirmed data breach are notified promptly and no later than 72 hours after the breach is identified, unless delayed by law enforcement or other applicable legal requirements.

If the District is affected by confirmed or reasonably suspected unauthorized access to or disclosure of District data within the Asset Essentials environment, Siemens will follow its documented incident response procedures, including investigation, containment, remediation, and customer notification in accordance with applicable contractual and legal requirements.

12.7 Confirm District data ownership; describe export, return, retention, deletion, escrow, and transition processes at contract termination.

Siemens Meets Requirement

District data remains the property of the District throughout the contract term. Asset Essentials provides standard reporting and export tools that allow authorized users to access and export data at any time in commonly used formats, including CSV, XLS, XLSX, and PDF. Scheduled and manual exports are supported, and data may also be accessed through optional API capabilities for integration with third-party systems

Upon contract termination, the District may request a copy of its data and retain access to export and download data for up to thirty (30) days following termination. Siemens will perform one export of District data in a generally accepted format, typically CSV or XLS, to support transition activities. Ownership of District data remains with the District at all times.

13.0 Training, Change Management, and User Adoption

13.1 Provide role-based training for executives, operations/admin managers, field workers, engineering users, administrators, requesters, and technical administrators.

Siemens Meets Requirement

Siemens provides role-based training for Asset Essentials users as part of the Deploy phase of the implementation. Standard implementation includes instructor-led training for Administrator and Full User roles, supported by user acceptance testing (UAT) preparation, and training materials. District staff, including executives, managers, field personnel, engineering users, requesters, and technical administrators, also have ongoing access to the Asset Essentials Learning Management System (LMS) for role-appropriate training resources.

13.2 Provide live training, recorded/on-demand training, job aids, quick reference guides, user manuals, administrator playbooks, and configuration documentation.

Siemens Meets Requirement

Siemens provides live instructor-led training, user acceptance testing (UAT) training, training materials, and ongoing access to the Asset Essentials Learning Management System (LMS) as part of the standard implementation. Standard implementation includes training for Administrator and Full User roles, supported by online courses, instructional content, and role-based learning resources aligned with the approved system configuration.

The Asset Essentials LMS includes recorded and on-demand training content, user guides, instructional videos, online help documentation, and self-service learning resources that support ongoing adoption and new-user onboarding. Configuration documentation, implementation deliverables, training materials, requirements documentation, and project records are provided as part of the implementation process, while customer-specific procedures, organizational training materials, and operational playbooks remain District responsibilities unless separately scoped.

13.3 Support train-the-trainer activities, super-user preparation, initial adoption planning, and post-go-live coaching.

Siemens Meets Requirement

Siemens supports super-user preparation and user adoption through its standard Plan, Test, and Deploy methodology, which includes Administrator and Full User training, user acceptance testing (UAT) training, training materials, ongoing LMS access, and a 30-day post-go-live support period. These activities help prepare key users to support system adoption, validate workflows, assist end users, and reinforce operational readiness following go-live.

Standard implementation also includes go-live planning, status reporting, issue tracking, issue remediation, configuration adjustments during the post-go-live period, and transition to the Siemens Support organization. Formal organizational change management, customer-wide train-the-trainer programs, and user adoption services beyond the standard implementation scope may be addressed through customer-led activities or additional professional services.

13.4 Describe certification paths, learning portals, user communities, help content, release webinars, and ongoing training resources.

Siemens Meets Requirement

Asset Essentials supports ongoing user education through unlimited access to the Asset Essentials Learning Management System (LMS), which includes on-demand courses, instructional videos, role-based learning paths, online help documentation, user guides, and self-service training resources. Our standard implementation includes instructor-led training, training materials, and LMS access to support initial deployment and long-term adoption.

In addition to LMS resources, Siemens provides online help content, best-practice webinars, product documentation, release communications, and customer support resources to help users stay current with new features and recommended practices. Ongoing support includes access to knowledge base content, training materials, product updates, and the Asset Essentials user community throughout the subscription term.

13.5 Provide recommendations for phased rollout, communication, adoption metrics, and workflow optimization after go-live.

Siemens Meets Requirement

Siemens recommends a phased rollout approach that begins with core user groups and validated business processes, followed by broader adoption as users gain familiarity with Asset Essentials workflows. Standard implementation activities include requirements validation, user acceptance testing

(UAT), Administrator and Full User training, go-live planning, and a 30-day post-go-live support period to support a successful transition to production operations.

Following go-live, Siemens recommends monitoring user adoption, work order volumes, preventive maintenance compliance, backlog trends, response times, and workflow effectiveness using Asset Essentials reporting and analytics capabilities. Ongoing review of operational metrics, user feedback, and business processes can help identify opportunities to refine configurations, improve adoption, and optimize workflows over time. While we're confident our implementation will be successful, additional change management, workflow optimization, and continuous improvement services beyond the standard implementation scope may be addressed through future professional services engagements.

14.0 Testing and User Acceptance

14.1 Support configuration validation, optional integration testing, security testing, conditional asset data validation, UAT, report testing, BI/export validation, and mobile/offline testing.

Siemens Meets Requirement

Siemens supports configuration validation, data validation, report and export validation, mobile/offline workflow testing, and user acceptance testing (UAT) as part of the standard implementation methodology. The Test phase includes standard test cases, UAT training, issue tracking, remediation of confirmed issues, and validation that configured workflows align with the approved requirements before deployment.

14.2 Develop acceptance criteria for key workflows (service request intake, corrective/facilities/PM work orders, inspection, mobile/offline completion, asset lookup, reporting, data export/API, SSO, user admin).

Siemens Meets Requirement

Siemens will work with the District during requirements discovery to define and document acceptance criteria for key business processes, including service request intake, corrective maintenance, facilities and preventive maintenance work orders, inspections, mobile and offline workflows, asset management, reporting, data exports, user administration, and authentication processes. Acceptance criteria will be documented within the approved Requirements Log and validated through User Acceptance Testing (UAT) to confirm that configured workflows function as designed and support the District’s approved operational requirements before go-live.

14.3 Develop a cutover plan, go-live checklist, rollback/contingency approach, support plan, and acceptance criteria.

Siemens Meets Requirement

Siemens will develop and execute a go-live plan that includes final configuration validation, data readiness review, user acceptance testing (UAT) completion, end-user training, deployment checklists, acceptance criteria, and transition to production operations. Standard implementation includes post-go-live support, issue tracking and remediation, status reporting, and a 30-day stabilization period to support successful adoption and operational readiness.

14.4 Resolve defects, configuration issues, integration issues, security issues, and asset data exceptions identified during testing/go-live.

Siemens Meets Requirement

Siemens will document, track, and remediate confirmed configuration issues, data exceptions, and system defects identified during testing and the post-go-live support period. Issues are managed through the UAT Issue Log and project issue management process, with corrective actions validated through retesting to confirm alignment with the approved requirements prior to project acceptance.

14.5 Provide final implementation summary and transition District to ongoing support. Final 10% payment withheld until successful UAT, closeout, and District signoff.

Siemens Meets Requirement

Siemens will provide a final implementation summary, confirm completion of approved requirements, transition the District to ongoing support, and conduct a formal project closeout at the conclusion of the Deploy phase. Standard implementation includes validation of configured workflows, completion of user acceptance testing (UAT), end-user training, post-go-live support, and documented transition to the Siemens Support organization.

Under Siemens' standard implementation methodology, 10% of professional services fees are retained until Project Complete at the end of the Deploy phase, which includes defined deliverables, acceptance criteria, project closeout activities, and customer acceptance of associated project deliverables.

15.0 Ongoing Support and Maintenance

15.1 Provide helpdesk support, customer success support, technical support, release notes, product updates, maintenance notifications, and SLAs.

Siemens Meets Requirement

Siemens provides ongoing helpdesk, technical support, customer success resources, product updates, maintenance notifications, and service level commitments as part of the Asset Essentials subscription. Support includes 24/7 access to technical assistance, online help content, training resources, knowledge base materials, and customer support channels, while software updates, maintenance, release communications, and product enhancements are delivered as part of the SaaS service.

Customers also receive access to ongoing training resources, best-practice webinars, release information, and Learning Management System (LMS) content to support continued adoption and product utilization. Asset Essentials is backed by a documented SLA that includes a 99.9% service availability target and ongoing maintenance and support services throughout the subscription term.

15.2 Describe uptime commitments, planned maintenance windows, incident response times, escalation paths, root-cause analysis, and corrective action reporting.

Siemens Meets Requirement

Asset Essentials is backed by a documented SLA with a 99.9% service availability target and established maintenance, monitoring, incident management, and escalation procedures. Support requests that cannot be immediately resolved are assigned severity levels with defined response targets ranging from 30 minutes for critical issues to twelve business hours for low-impact issues, with escalation to specialized technical resources as needed and root-cause analysis and corrective actions managed through Siemens' incident response processes.

15.3 For District-hosted/on-premise: describe patching, upgrade, database maintenance, backup validation, monitoring, and support responsibilities.

Not Applicable

Asset Essentials is delivered exclusively as a cloud-hosted SaaS solution and does not require District-hosted or on-premise deployment. Accordingly, application patching, software upgrades, database administration, backup validation, infrastructure monitoring, and platform support are managed by Siemens as part of the hosted service.

15.4 For vendor-hosted/SaaS: describe vendor-managed infrastructure, security monitoring, backup, DR, release cadence, and customer notification processes.

Siemens Meets Requirement

Asset Essentials is delivered as a cloud-hosted SaaS solution with Siemens managing the application infrastructure, databases, security monitoring, backups, disaster recovery, software maintenance, and platform operations. Full database backups are performed nightly, transaction log backups are performed every 15 minutes, backup integrity is tested regularly, and disaster recovery processes are validated through routine recovery exercises.

Siemens delivers software updates and enhancements through a managed release process, including scheduled maintenance activities, change management controls, advance maintenance notifications, release communications, and ongoing monitoring to support platform availability, security, and performance

15.5 Describe product roadmap, customer feedback process, release cadence, and how new features are communicated.

Siemens Meets Requirement

Asset Essentials follows an agile, continuous delivery model rather than a traditional static roadmap, enabling Siemens to prioritize and deliver enhancements, fixes, and security updates on a frequent release cadence based on client needs, product strategy, and ongoing feedback. Product direction is shaped through multiple feedback channels, including the Client Ideas Portal, account teams, Regional Product Councils, and customer events, ensuring customer input is continuously evaluated and incorporated into future releases.

New features and updates are communicated through in-application release notes, advance maintenance notifications, release announcements, and customer communications, providing users with visibility into upcoming changes and recently delivered enhancements.

15.6 Identify all support tiers, included services, optional services, and costs.

Siemens Meets Requirement

Asset Essentials includes 24/7/365 technical support, software maintenance, product updates, release communications, and access to online help, knowledge base content, and training resources as part of the SaaS subscription. Optional services, including additional professional services, expanded training, custom integrations, and advanced configuration assistance, are available separately. Support costs are included in our cost summary section.

16.0 Deliverables

16.1 Project management plan, schedule, communication plan, issue/risk log, action/decision log, responsibility matrix, and acceptance checkpoint plan.

Siemens Meets Requirement

Included as part of the standard implementation methodology, including project planning, schedule management, stakeholder communications, issue tracking, requirements management, defined roles and responsibilities, acceptance criteria, and project governance activities documented throughout the implementation lifecycle.

16.2 Project timeline, milestone schedule, and milestone-based payment schedule (final 10% retained until closeout after UAT and signoff).

Siemens Meets Requirement

Included as part of the standard implementation methodology, including project milestones, deliverables, review and acceptance activities, and milestone-based billing. Under Siemens' standard approach, 10% of professional services fees are retained until Project Complete at the end of the Deploy phase.

16.3 Deployment architecture, hosting/on-premise design, and environment prerequisites.

Siemens Meets Requirement

Included as part of the standard implementation methodology, with Asset Essentials delivered as a Siemens-hosted SaaS solution and supporting deployment architecture, hosting model, and client access requirements documented during implementation

16.4 Requirements and workflow summary.

Siemens Meets Requirement

Included as part of the standard implementation methodology, including requirements discovery, workflow validation, and documented configuration requirements used to guide system setup, testing, and deployment.

16.5 Baseline configuration documentation (roles, permissions, work order/request types, facilities workflows, PM templates, reports, dashboards, notifications).

Siemens Meets Requirement

Included as part of the standard implementation methodology, including configuration of approved user roles and permissions, asset hierarchy, work management workflows, notifications, dashboards, reports, and other standard system settings documented during requirements discovery and configuration.

16.6 Statement of work order/service request/PM templates, inspection forms, and checklists configured as part of base scope.

Siemens Meets Requirement

Included as part of requirements discovery and configuration activities. Our standard scope of work does not define a fixed number of work order templates, service request templates, PM templates, inspection forms, or checklists. The specific quantity of templates included in the base scope will be confirmed and documented during requirements discovery and configuration planning. The implementation scope includes configuration of the templates required to support the approved workflows documented during requirements discovery

16.7 Configured production environment and approved non-production environment(s).

Siemens Meets Requirement

Included as part of the standard SaaS deployment, with Asset Essentials provisioned in a Siemens-hosted production environment and optional Siemens-managed implementation environments used for configuration validation, training, and user acceptance testing (UAT). Any additional environments would be evaluated separately and may require additional subscription or professional services.

16.8 Configured asset hierarchy, asset reference model, or CMMS asset registry approach; asset reconciliation documentation.

Siemens Meets Requirement

Included as part of the standard implementation methodology, including validation of the District's asset hierarchy and asset management requirements, configuration of the approved asset registry structure, and documentation of imported asset data used to support system configuration and deployment.

Docusign Envelope ID: 77F5D640-7085-8474-83CF-3FCA36832EAF

THREE VALLEYS MUNICIPAL WATER DISTRICT
ADDENDUM NO. 1
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION

August 31, 2026

Three Valleys hereby issues Addendum No. 1, as indicated by the attached sheet.

This addendum forms a part of the RFP documents and, with respect to the RFP this Addendum shall govern. The effort and cost of work included or excluded by this addendum shall be reflected in the Respondent's quote.

Acknowledge receipt of this Addendum by signing and inserting its number and date on the acknowledgement below. The acknowledgement shall be incorporated into the Respondent's proposal.

The purpose of this addendum is to provide the following changes and clarifications to the Request for Proposal:

- RFP Schedule Changes
- Response to Respondents' Questions

Amended Schedule

Request for Clarifications:	August 27, 2026
Proposal Due:	September 17, 2026 at 5:00PM
Short List:	September 24, 2026
Potential Interviews:	Week of October 5
Contract and Insurance Due	October 8, 2026
Award Contract	October 21, 2026

ADDENDUM NO. 1 ACKNOWLEDGEMENT

The Proposer hereby acknowledges receipt of Addendum No. 1 and incorporation thereof in the RFP for the COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) IMPLEMENTATION project.

Proposer: Siemens By: Signed by: Michael Knox 0A811CEF94494A4...

(Proposer's Authorized Representative)

Date: 9/17/2026 Title: Head of North America Sales

Attachments to Addendum #1

- Response to Questions

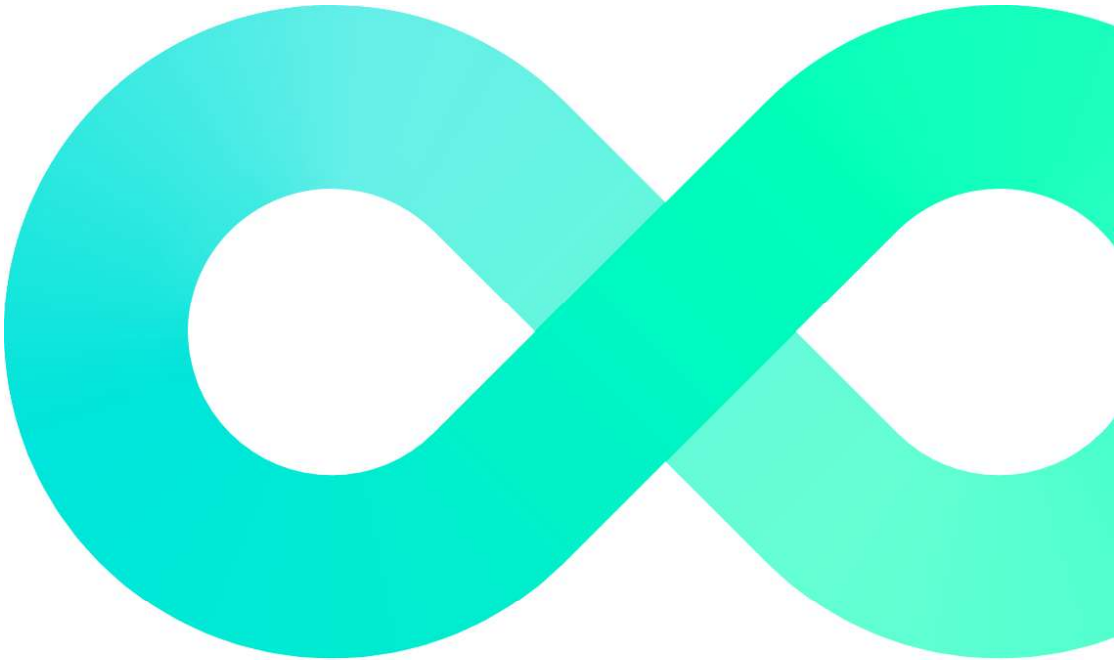
Response to Request for Proposal - Pricing

October 27, 2026

Three Valleys Municipal Water District
Computerized Maintenance Management System (CMMS) Implementation

Delivered by:

Brian Burstiner, Principal Account Executive
brian.burstiner@siemens.com, (813) 514-7276



SIEMENS

Siemens Asset Management
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Cost Summary Table

Offering	Based on	Term	Investment
Asset Essentials Enterprise Subscription (1/1/2027 – 12/31/2027)	20 Users	12 Months	**$25,158.98**
Asset Essentials – Expert Implementation	Fixed-Fee	One-Time	**$13,287.65**
Asset Essentials – Expert Implementation - Parts	Fixed-Fee	One-Time	**$5,021.70**
Total Initial Investment			**$43,468.33**

Asset Essentials Enterprise Subscription (1/1/2028 – 12/31/2028)	20 Users	12 Months	**$25,913.75**
Asset Essentials Enterprise Subscription (1/1/2029 – 12/31/2029)	20 Users	12 Months	**$26,691.16**

Cost Component	Included in Proposed Pricing
Software Subscription & Licensing	Asset Essentials subscription pricing includes all the software functionality, user licensing, and modules identified as standard in our proposal.
Recurring Costs (3-Year Outlook)	Annual subscription pricing for Years 1-3 is provided in the attached quotation.
Implementation / Professional Services	Includes project management, requirements discovery, configuration, import services, testing, training, deployment, and transition to support (see attached SOWs).
Hosting Costs	Included. Asset Essentials is delivered as a cloud-hosted SaaS solution and includes hosting, backups, disaster recovery, software maintenance, security monitoring, and standard support.
On-Premise Costs	Not applicable. Asset Essentials is not proposed as an on-premise solution.
ArcGIS Integration	Standard ArcGIS integration capabilities included with Asset Essentials are included in the proposed pricing. Additional custom integration services are not included unless specifically identified.
Data Services	Includes supported data import services within the implementation scope. District-provided data must be supplied in supported Excel or CSV formats.
Identity Integration	Standard SAML 2.0 integration with Microsoft Active Directory, Microsoft Entra ID, and compatible identity providers is included.
Training	Includes Administrator and Full User training, training materials, UAT support, and LMS access as defined in the implementation scope.
Support	Includes standard technical support, software updates, maintenance, and customer support services throughout the subscription term.
Optional Modules	Only the modules identified in the proposal and quotation are included in pricing. Additional optional modules may be added under separate scope and pricing.
Work Order / Request / PM	Not limited to predefined quantity of templates, forms, or checklists. Quantities will be confirmed during requirements discovery based on approved workflows.
Additional Template Creation	Additional templates, forms, reports, dashboards, or workflow configurations requested beyond the approved implementation scope may require additional professional services.
Future Asset Management Capabilities	Optional future asset management capabilities not included in the proposed solution are excluded from the required CMMS pricing and would be separately scoped and priced if requested.

PREPARED FOR

Three Valleys Municipal Water District ("Customer")

1021 E. Miramar Ave

Claremont, CA 91711

PREPARED BY

Siemens ("Company")

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

October 27, 2026

Q-486629

- Omnia Partners Contract Number: R210702
- https://www.omniapartners.com/suppliers/brightly/public-sector

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Ship To Address:

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Subscription Term: 36 months (01/01/2027 - 12/31/2029)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	1/1/2027	12/31/2027	20.00 Users	25,158.98 USD
- Asset Essentials Analytics	1/1/2027	12/31/2027		Included
- Asset Essentials Inventory	1/1/2027	12/31/2027		Included
- Facilities/Physical Plant Module	1/1/2027	12/31/2027		Included
- Treatment Plants Module	1/1/2027	12/31/2027		Included
- Streets/Signs/ Sidewalks Module	1/1/2027	12/31/2027		Included
- Storm Water Module	1/1/2027	12/31/2027		Included
- Electric and Gas Module	1/1/2027	12/31/2027		Included
- Water Distribution and Waste Water Collection Module	1/1/2027	12/31/2027		Included
- Sanitation Module	1/1/2027	12/31/2027		Included
- Parks, Recreation and Forestry Module	1/1/2027	12/31/2027		Included

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
- Fleet Module	1/1/2027	12/31/2027		Included
- Other Module	1/1/2027	12/31/2027		Included
- GIS Asset Management	1/1/2027	12/31/2027		Included
				Subtotal: 25,158.98 USD

Professional Services

Item	Pricing Based On	Investment
Asset Essentials - Expert Implementation - Parts	One-Time	5,021.70 USD
Asset Essentials - Expert Implementation	20.00 Users	13,287.65 USD
		Subtotal: 18,309.35 USD

Total Initial Investment	**43,468.33 USD**

Cloud Services Subscription

Item	Investment Year 2 01/01/2028 - 12/31/2028	Investment Year 3 01/01/2029 - 12/31/2029
Asset Essentials Enterprise	25,913.75 USD	26,691.16 USD
- Asset Essentials Analytics	Included	Included
- Asset Essentials Inventory	Included	Included
- Facilities/Physical Plant Module	Included	Included
- Treatment Plants Module	Included	Included
- Streets/Signs/Sidewalks Module	Included	Included
- Storm Water Module	Included	Included
- Electric and Gas Module	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included
- Sanitation Module	Included	Included
- Parks, Recreation and Forestry Module	Included	Included
- Fleet Module	Included	Included
- Other Module	Included	Included
- GIS Asset Management	Included	Included
Total:	25,913.75 USD	26,691.16 USD

Asset
Essentials Expert Implementation (with Parts)
Scope of Work

1. Scope

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System ("CMMS"), including the Parts module for comprehensive inventory management capabilities. The services described in this SOW shall apply to the implementation of Asset Essentials application and Parts module functionality for Customer.

The Asset Essentials implementation includes core CMMS functionality for work order management, asset tracking, preventive maintenance scheduling, and reporting. The Parts module provides integrated inventory management capabilities including parts tracking, storage location management, vendor information, and seamless integration with work order processes for parts consumption and procurement.

Company follows the implementation methodology below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing project coordination, requirements gathering, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, initiating regular project status meetings, and identifying all project stakeholders for the Asset Essentials and Parts module implementation.

1.1.1 Company Responsibilities

(a) Lead one (1) Project Kick-off call with Customer focused on Asset Essentials and Parts module requirements and scope.
(b) Provide one (1) weekly Project Status Update to review progress against plan.
(c) Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

(a) Identify, document, and escalate issues or risks that may impact Project success.
(b) Participate in planning sessions as requested by the Company.
(c) Provide feedback on planning documents and scope for both Asset Essentials and Parts module.

1.1.3 Deliverables

(a) Weekly status reports focused on Asset Essentials and Parts module implementation progress.
(b) Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions

(a) Company will perform only one (1) iteration of Plan stage for Asset Essentials and Parts module implementation.
(b) Major changes to the scope of the project may trigger the Change Control Process.
(c) Critical issues requiring immediate attention will be addressed through an escalation process.

1.1.5 Exclusions

(a) Detailed planning for out-of-scope activities or future stages not specified in the current contract.
(b) Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

(a) Weekly status reports must accurately reflect Project progress, risks, and issues to be considered acceptable.
(b) The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current processes, inventory management needs, and data migration requirements to determine the appropriate Asset Essentials and Parts module configuration. Business requirements for both core CMMS functionality and Parts module will be documented and reviewed for Customer acceptance prior to moving to the next Project stage.

1.2.1 Company Responsibilities

(a) Collect and document requirements for Asset Essentials core functionality and Parts module in a centralized Requirements Log.
(b) Analyze requirements for feasibility within the standard Asset Essentials and Parts module capabilities.
(c) Identify gaps between requirements and standard product functionality.
(d) Propose alternative solutions for requirements that cannot be met through standard configuration.
(e) Document maintenance workflows, inventory management processes, and parts consumption procedures.

1.2.2 Customer Responsibilities

(a) Identify and make available subject matter experts for requirements gathering sessions covering both maintenance and inventory management.
(b) Review and approve documented requirements within the agreed timeframe.
(c) Make decisions regarding proposed alternatives for gap resolution.
(d) Review and approve the Requirements Log for both Asset Essentials and Parts module.
(e) Provide current maintenance processes, inventory management workflows, and parts data structure information.

1.2.3 Deliverables

(a) Up to two (2) requirements gathering meetings focused on Asset Essentials core functionality up to one (1) hour in duration each.
(b) Up to two (2) requirements gathering meetings focused on Parts module up to one (1) hour in duration each.

(c) Comprehensive Requirements Log containing functional business requirements for both Asset Essentials and Parts module.
(d) Requirements Log sign-off documentation from Customer stakeholders.

1.2.4 Conditions

(a) Requirements analysis will be limited to functionality available in Asset Essentials and Parts module.
(b) Requirements must be approved before Build stage begins.
(c) Material changes to requirements after approval will be subject to the Change Control Process.

1.2.5 Exclusions

(a) Requirements for software applications not included in current Project scope.
(b) Development of detailed technical specifications beyond what is needed for configuration.
(c) Requirements that require product enhancements or reports beyond standard configuration capabilities.

1.2.6 Acceptance Criteria

(a) Requirements Log must accurately capture functional business requirements for both Asset Essentials and Parts module to be considered acceptable.

1.3 Build

In the Build stage, Company configures Asset Essentials and Parts module according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next Project stage.

1.3.1 Company Responsibilities

(a) Configure Asset Essentials core functionality according to the approved Requirements Log.
(b) Configure Asset Essentials Parts module according to the approved Requirements Log.
(c) Produce data import templates to be populated with Customer data for Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, and Vendors.
(d) Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
(e) Import transformed Customer data into Asset Essentials and Parts module.
(f) Perform quality control testing to ensure data was uploaded properly.
(g) Configure parts categorization, units of measure, and reorder point settings.
(h) Set up storage location hierarchy and bin management structure.
(i) Configure integration between Parts module and work order processes.

1.3.2 Customer Responsibilities

(a) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all data types.
(b) Supply necessary resources and information required for configuration and data mapping activities.
(c) Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.
(d) Review and approve the system configurations within the agreed timeframe.
(e) Provide feedback on data import results and any issues identified.

1.3.3 Deliverables

(a) Asset Essentials configured by Company aligned with the approved Requirements Log.
(b) Asset Essentials Parts module configured by Company aligned with the approved Requirements Log.
(c) Extract data from source systems and/or reports by Customer and provided to Company in standardized format.
(d) Data uploaded by Company for Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, and Vendors.
(e) Configured vendor information and procurement settings.

1.3.4 Conditions

(a) Configuration and data upload limited to functionality available in Asset Essentials and Parts module.
(b) Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

1.3.5 Exclusions

(a) Company extraction of data from source system(s).
(b) Company migration of data beyond specified data types.
(c) Company defining and/or configuration of non-standard asset types, parts categories, or custom inventory fields.
(d) Integration with external procurement or ERP systems.

1.3.6 Acceptance Criteria

(a) Configured Asset Essentials and Parts module will be accepted upon verification that they align with the approved Requirements Log.
(b) Extracted data from source systems requires confirmation that it has been provided to Company in standardized format.
(c) Data uploads will be accepted upon confirmation that all data has been properly transformed and loaded into Asset Essentials and Parts module.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reporting, and integration between Asset Essentials core functionality and Parts module.

1.4.1 Company Responsibilities

(a) Provide standard system Test Cases and user scenarios for thoroughly testing both Asset Essentials and Parts module requirements.
(b) Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering both Asset Essentials and functionality to prepare testers with detailed knowledge of features and functions, up to two (2) hours in duration.
(c) Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.
(d) Notify Customer of completion of corrective actions.

1.4.2 Customer Responsibilities

(a) Create and document any non-standard Test Cases for both Asset Essentials and Parts module workflows.
(b) Maintain a workbook of all Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize the system, Parts module, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.
(c) Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").
(d) Perform the Test Cases according to the Test Plan during the allotted testing period.
(e) Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

(a) UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.
(b) Successful execution of approved Test Cases and completion of Test Plan by Customer for both Asset Essentials and Parts module.
(c) Documentation Test Case remediation by Company in UAT Issue Log.
(d) Delivery of UAT training and Learning Management System (LMS) access provided by Company.

1.4.4 Conditions

(a) Limited to standard Test Cases for Asset Essentials and Parts module.
(b) Testing must be completed with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.
(c) Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.
(d) If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

(a) Development of Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.
(b) Any issues reported by Customer which require product enhancements or other alterations to the core Asset Essentials application or Parts module, as opposed to configuration and/or data which is specific to each Customer.
(c) Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).
(d) Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria

(a) UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.
(b) Test Case execution results will be accepted upon verification that Asset Essentials and Parts module function according to the approved Requirements Log.
(c) Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.

1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer on Asset Essentials and Parts module functionality and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training has been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

(a) Perform End-User training for Asset Essentials system functionality that applies to Administrator and Full User roles.
(b) Perform End-User training for Parts module functionality including inventory management, parts consumption, and procurement workflows that applies to Administrator and Full User roles.
(c) Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
(d) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

1.5.2 Customer Responsibilities

(a) Appoint and ensure attendance of resources responsible for training Customer users on both Asset Essentials and Parts module functionality and approve go-live schedule.
(b) Provide written notice for rescheduling requests and develop plan for additional end-user training.
(c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
(d) Request any remaining training hours and implement change management plan activities during post go-live period.

1.5.3 Deliverables

(a) Training materials and completed training sessions for Asset Essentials core functionality.
(b) Training materials and completed training sessions for Parts module functionality.
(c) Transition to Company Support team following post go-live period completion.
(d) Status Reports throughout post go-live period.
(e) Documented configuration and data adjustments made during post go-live period.

1.5.4 Conditions

(a) Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.
(b) If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.

1.5.5 Exclusions

(a) Training topics related to the Requester or other system roles, or Customer-specific business processes, unless explicitly stated herein.
(b) Company coordination of Customer resources or communications/change management activities for Go-Live.
(c) Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

(a) Training materials and completed training sessions require verification that they provide comprehensive instruction on Asset Essentials and Parts module functionality.
(b) Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.
(c) Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.
(d) Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

1.6 Project Timeline

Actual Project timeline will vary based on the size and complexity of Customer's organization, inventory management requirements, and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic delivery dates that accommodate both parties' operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.

2. Out of Scope

Any services not explicitly included in this Statement of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

(a) Custom (non-standard) reports beyond standard Asset Essentials and Parts module capabilities.
(b) Creation of specialized data visualizations or executive dashboards.
(c) Integration with third-party business intelligence tools.
(d) Development of custom reporting templates.

2.2 Data Management Services

(a) Extraction of data from Customer's source systems.
(b) Migration of historical work order or inventory transaction data.
(c) Additional data imports or conversion of data beyond specified data types.

2.3 Financial and Procurement Services

(a) Configuration of advanced billing or invoicing functionality.
(b) Setup of complex vendor contracts or payment terms.
(c) Integration with financial or ERP systems.
(d) Configuration of advanced purchasing workflows beyond standard Parts module capabilities.
(e) Management of budget or cost tracking features beyond basic parts costing.

2.4 Technical Development Services

(a) Custom code development or scripting.
(b) Application Programming Interface (API) development or integration with third-party systems.
(c) Product enhancements or modifications to core functionality.
(d) Development of mobile applications or extensions.
(e) Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

(a) On-site training beyond what is explicitly stated herein.
(b) End-user support beyond the post go-live period.
(c) Business process reengineering or optimization.
(d) Change management services beyond basic guidance.

3. Change Control

Customer may request that the Company add services not outlined in this SOW by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services. Further details can be found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) -> Base Terms -> Section 3 - Changes.

4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

(a) Schedule and conduct regular Project status meetings to review progress against plan.
(b) Maintain a risk register and issue log with assigned ownership and resolution timelines.
(c) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant

(a) Collect and document requirements for Asset Essentials and Parts module in a centralized Requirements Log.
(b) Configure Asset Essentials and Parts module according to the approved Requirements Log.
(c) Perform analysis on provided data to determine alterations and/or transformations required prior to upload.

(d) Provide recommendations and guidance to Customer on the development of test cases.
(e) Prepare and deliver training materials and conduct training sessions for both Asset Essentials and Parts module functionality.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

(a) Assign appropriate representatives to participate in the governance structure with decision-making authority.
(b) Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
(c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

(a) Identify, document, and escalate issues or risks that may impact Project success.
(b) Review and approve documented requirements within the agreed timeframe for both Asset Essentials and Parts module.
(c) Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system and Parts module.
(d) Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.
(e) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all required data types.

4.2.3 End Users

(a) Participate in training sessions and complete the online learning courses for Asset Essentials and Parts module.
(b) Perform the test cases according to the test plan during the allotted testing period.
(c) Provide feedback on data import results and any issues identified.
(d) Implement change management plan activities during post go-live period.

4.2.4 RACI

Task/Milestone	Company	Customer
Requirements Log Acceptance	Responsible	Accountable
Demo Build Development and Validation	Responsible	Accountable
Test Case Development and Execution	Consulted	Responsible/Accountable

Test Case Remediation	Responsible	Accountable
Admin Training Delivered	Responsible	Accountable
End User Training Delivered	Consulted	Responsible/Accountable

- **Responsible**: The organization responsible for completing the task.
- **Accountable**: The organization who is ultimately accountable for the task's completion and has the final say.
- **Consulted**: Those whose opinions are sought; typically, subject matter experts.
- **Informed**: Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.

5. Assumptions

5.1 Company Assumptions

(a) Company will not access any Customer systems.
(b) No third-party systems or software are included in this implementation.
(c) Company shall provide guidance on requirements, but shall not be responsible for inventory valuation or financial reconciliation.
(d) Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.
(e) Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.

5.2 Customer Assumptions

(a) Customer shall designate a single point of contact/project coordinator for the duration of the Project.
(b) Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
(c) Customer shall provide relevant data for Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, and Vendors in Excel or CSV format.
(d) Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.
(e) Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.
(f) Customer involvement shall be required to configure Asset Essentials and Parts module.

5.3 Training Assumptions

(a) Training consists of both online training courses and instructor-led training covering both Asset Essentials and Parts module functionality, with instructor-led training conducted virtually by default.
(b) If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum

of two (2) days.
(c) Customer shall complete the online learning courses for Asset Essentials and Parts module prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

(a) Each data type (Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, Vendors) shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.
(b) Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.
(c) Once data is approved and imported, any further data edits shall be the responsibility of the Customer.
(d) If Customer is unable to provide data in an acceptable format for import, Company Implementation Consultant shall guide Customer on how to manually create records in Asset Essentials and Parts module.
(e) Assets must be associated with Locations and Parts must be associated with Storage Locations in Asset Essentials. The data provided by Customer must clearly identify these associations.

5.5 General Assumptions

(a) Any services not explicitly included in this SOW are assumed to be out of scope.

(b) Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.

6. Project Billing and Payment

Upon acceptance of the Deliverables in the Project Milestones (see Sections 1.1 through 1.5), Customer will be billed for a percentage of Total Services Fees according to the percentages below:

Task/Project Stage	Billing Percentage
Configuration Complete (end of Build Stage)	60%
End User Training	30%
Project Complete (end of Deploy Stage)	10%

Asset Essentials GIS Rider Implementation Scope of Work

1. Scope

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System ("CMMS") – Geographic Information System (GIS) functionality. The services described in this SOW shall apply to the implementation of Asset Essentials Geographic Information System (GIS) functionality application for Customer.

Company follows the implementation methodology below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing Project coordination, requirements gathering, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, initiating regular Project status meetings, and identifying all Project stakeholders.

1.1.1 Company Responsibilities

a. Lead one (1) Project Kick-off call with Customer.
b. Provide up to one (1) weekly Project status update to review progress against plan.
c. Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

a. Identify, document, and escalate issues or risks that may impact Project success.
b. Participate in planning sessions as requested by the Company.
c. Provide feedback on planning documents.

1.1.3 Deliverables

a. Weekly status updates.
b. Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions

a. Company will perform only one (1) iteration of Plan stage.
b. Major changes to the scope of the Project may trigger the Change Control Process.
c. Critical issues requiring immediate attention will be addressed through an escalation process.

1.1.5 Exclusions

a. Detailed planning for out-of-scope activities or future stages not specified in the current contract.

b. Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

a. Weekly status updates must accurately reflect Project progress, risks, and issues to be considered acceptable.
b. The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current GIS processes and data migration needs and determine the appropriate account configuration. Business requirements will be documented and reviewed for Customer acceptance prior to moving to the next Project stage. The Project Manager continues to communicate proactively with stakeholders and actively manages risk.

1.2.1 Company Responsibilities

a. Collect and document GIS requirements in a centralized Requirements Log.
b. Analyze requirements for feasibility within the standard Asset Essentials GIS capabilities.
c. Identify gaps between requirements and standard product functionality.
d. Propose alternative solutions for requirements that cannot be met through standard GIS setup.

1.2.2 Customer Responsibilities

a. Identify and make available subject matter experts for requirements gathering sessions.
b. Review and approve documented requirements within the agreed timeframe.
c. Make decisions regarding proposed alternatives for gap resolution.
d. Review and approve the Requirements Log.

1.2.3 Deliverables

a. Up to two (2) requirements gathering meetings up to one (1) hour in duration each.
b. Requirements Log containing functional business requirements.
c. Requirements Log sign-off documentation from Customer stakeholders.

1.2.4 Conditions

a. Requirements analysis will be limited to functionality available in Asset Essentials GIS functionality.
b. Requirements must be approved before Build stage begins.
c. Material changes to requirements after approval will be subject to the Change Control Process.

1.2.5 Exclusions

a. Requirements for software applications not included in current Project scope.
b. Development of detailed technical specifications beyond what is needed for GIS configuration.
c. Requirements that require product enhancements or reports beyond standard configuration capabilities.

1.2.6 Acceptance Criteria

a. Requirements Log must accurately capture functional business requirements to be considered acceptable.

1.3 Build

In the Build stage, Company configures Asset Essentials GIS functionality according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next Project stage.

1.3.1 Company Responsibilities

a. Configure Asset Essentials GIS functionality according to the approved Requirements Log.
b. Produce data import templates to be populated with Customer data for Locations, Assets, Users, and Preventative Maintenance Schedules.
c. Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
d. Import transformed Customer data into Asset Essentials GIS.
e. Perform quality control testing to ensure data was uploaded properly.

1.3.2 Customer Responsibilities

a. Extract GIS data to be migrated from existing source system into either .CSV or Excel file(s).
b. Supply necessary resources and information required for configuration and data mapping activities.
c. Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.
d. Review and approve the system configurations within the agreed timeframe.
e. Provide feedback on data import results and any issues identified.

1.3.3 Deliverables

a. Asset Essentials GIS functionality configured by Company aligned with the approved Requirements Log.
b. Extracted data from source systems and/or reports by Customer and provided to Company in standardized format.
c. GIS data uploaded by Company.

1.3.4 Conditions

a. Configuration and GIS data upload limited to the following functionality available in Asset Essentials: Work Order creation from Map, Citizen Portal, Mobile Profiles, Configure GIS Map settings, GIS Layer configuration, and Asset syncing.
b. Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

1.3.5 Exclusions

a. Company extraction of data from source system(s).

b. Company migration of Locations, Assets, Users, and Preventative Maintenance Schedules data.
c. Company defining and/or configuration of non-standard asset types or compliance codes.

1.3.6 Acceptance Criteria

a. GIS functionality will be accepted upon verification that it aligns with the approved Requirements Log.
b. GIS data from source systems requires confirmation that it has been provided to Company in standardized format.
c. GIS data upload will be accepted upon confirmation that data has been properly transformed and loaded into Asset Essentials.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reports, and any other approved scope.

1.4.1 Company Responsibilities

a. Provide standard system Test Cases and user scenarios for thoroughly testing the requirements.
b. Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering Asset Essentials GIS functionality to prepare testers with detailed knowledge of features and functions, up to two (2) hours in duration.
c. Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.
d. Notify Customer of completion of corrective actions.

1.4.2 Customer Responsibilities

a. Create and document any non-standard Test Cases.
b. Maintain a workbook of all Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize the system, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.
c. Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").
d. Perform the Test Cases according to the Test Plan during the allotted testing period.
e. Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

a. UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.
b. Successful execution of approved Test Cases and completion of Test Plan by Customer.
c. Documentation Test Case remediation by Company in UAT Issue Log.
d. Delivery of UAT training and LMS access provided by Company.

1.4.4 Conditions

a. Limited to standard Test Cases.
b. Testing must be completed with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.
c. Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.
d. If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

a. Development of Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.
b. Any issues reported by Customer which require product enhancements or other alterations to the core software application, as opposed to configuration and/or data which is specific to each Customer.
c. Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).
d. Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria

a. UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.
b. Test Case execution results will be accepted upon verification that the system functions according to the approved Requirements Log.
c. Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.

1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training have been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

a. Perform End-User training for Asset Essentials GIS functionality that applies to Administrator and Full User roles.
b. Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
c. Coordinate transition meeting between Company Project team and Company Support teams at

conclusion of post go-live period.

1.5.2 Customer Responsibilities

a. Appoint and ensure attendance of resources responsible for training Customer users and approve go-live schedule.
b. Provide written notice for rescheduling requests and develop plan for additional end-user training.
c. Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
d. Request any remaining training hours and implement change management plan activities during post go-live period.

1.5.3 Deliverables

a. Training materials and completed training sessions for Asset Essentials GIS functionality.
b. Transition to Company Support team following post go-live period completion.
c. Status Reports throughout post go-live period.
d. Documented configuration and data adjustments made during post go-live period.

1.5.4 Conditions

a. Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.
b. If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.

1.5.5 Exclusions

a. Training topics related to the Requester or other system roles, or Customer-specific business processes, unless explicitly stated herein.
b. Company coordination of Customer resources or communications/change management activities for Go-Live.
c. Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

a. Training materials and completed training sessions require verification that they provide comprehensive instruction on Asset Essentials GIS functionality.
b. Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.
c. Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.
d. Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

1.6 Project Timeline

Actual Project timeline will vary based on the size and complexity of Customer's organization, and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic delivery dates that accommodate both parties'

operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.

2. Out of Scope

Any services not explicitly included in this Scope of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

a. Custom (non-standard) reports beyond standard configuration capabilities.
b. Creation of specialized data visualizations or executive dashboards.
c. Integration with third-party business intelligence tools.
d. Development of custom reporting templates.

2.2 Data Management Services

a. Extraction of data from Customer's source systems.
b. Migration of historical work order data.
c. Additional data imports or conversion of data beyond GIS.

2.3 Financial and Contract Services

a. Configuration of billing or invoicing functionality.
b. Setup of vendor contracts or payment terms.
c. Integration with financial or accounting systems.
d. Configuration of purchasing workflows.
e. Management of budget or cost tracking features.

2.4 Technical Development Services

a. Custom code development or scripting.
b. Application Programming Interface (API) development or integration with third-party systems.
c. Product enhancements or modifications to core functionality.
d. Development of mobile applications or extensions.
e. Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

a. On-site training beyond what is explicitly stated herein.
b. End-user support beyond the post go-live period.
c. Business process reengineering or optimization.
d. Change management services beyond basic guidance.

3. Change Control

Customer may request that the Company add services not outlined in this SOW by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services

described therein will become part of the services. Further details can be found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) -> Base Terms -> Section 3 - Changes.

4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

a. Schedule and conduct regular Project status meetings to review progress against plan.
b. Maintain a risk register and issue log with assigned ownership and resolution timelines.
c. Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant

a. Collect and document requirements in a centralized Requirements Log.
b. Configure Asset Essentials GIS functionality according to the approved Requirements Log.
c. Perform analysis on provided data to determine alterations and/or transformations required prior to upload.
d. Provide recommendations and guidance to Customer on the development of test cases.
e. Prepare and deliver training materials and conduct training sessions.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

a. Assign appropriate representatives to participate in the governance structure with decision-making authority.
b. Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
c. Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

a. Identify, document, and escalate issues or risks that may impact Project success.
b. Review and approve documented requirements within the agreed timeframe.
c. Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system.
d. Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.

e. Extract data to be migrated from existing source system into either .CSV or Excel file(s).

4.2.3 End Users

a. Participate in training sessions and complete the online learning courses for Asset Essentials GIS.
b. Perform the test cases according to the test plan during the allotted testing period.
c. Provide feedback on data import results and any issues identified.
d. Implement change management plan activities during post go-live period.

4.2.4 RACI

Task/Milestone	Company	Customer
Requirements Log Acceptance	Responsible	Accountable
GIS Data Loaded	Responsible	Accountable
Test Case Development and Execution	Consulted	Responsible/Accountable
Test Case Remediation	Responsible	Accountable
Admin Training Delivered	Responsible	Accountable
End User Training Delivered	Consulted	Responsible/Accountable

- **Responsible**: The organization responsible for completing the task.
- **Accountable**: The organization who is ultimately accountable for the task's completion and has the final say.
- **Consulted**: Those whose opinions are sought; typically, subject matter experts.
- **Informed**: Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.

5. Assumptions

5.1 Company Assumptions

a. Company will not access any Customer systems.
b. No third-party systems or software are included in this implementation.
c. Company shall provide guidance on requirements, but shall not be responsible for applying risk scores to assets if Risk
d. Assessment functionality is enabled.
e. Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.

f. Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.

5.2 Customer Assumptions

a. Customer shall designate a single point of contact/Project coordinator for the duration of the Project.
b. Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
c. Customer shall provide relevant data for Locations, Assets, Users, and Preventative Maintenance Schedules in Excel or CSV format.
d. Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.
e. Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.
f. Customer involvement shall be required to configure Asset Essentials GIS functionality.

5.3 Training Assumptions

a. Training consists of both online training courses and instructor-led training, with instructor-led training conducted virtually by default.
b. If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum of two (2) days.
c. Customer shall complete the online learning courses for Asset Essentials GIS functionality prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

a. GIS data shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.
b. Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.
c. Once data is approved and imported, any further data edits shall be the responsibility of the Customer.

5.5 General Assumptions

a. Any services not explicitly included in this SOW are assumed to be out of scope.
b. Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.

6. Project Billing and Payment

Upon acceptance of the Deliverables in the Project Milestones (see Sections 1.1 through 1.5), Customer will be billed for a percentage of Total Services Fees according to the percentages below:

Task/Project Stage	Billing Percentage

Project Complete (end of Deploy Stage)	100%

Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

A. The "Effective Date" of the Agreement between Customer and Siemens is the date Customer accepts this Order
B. Proposal expires in sixty (60) days.
C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
D. Payment terms: Net 30
E. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) ("Agreement"), unless Customer has a separate written agreement executed by Siemens for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
F. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
G. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
H. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
I. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

J. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.

K. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

A. Billing frequency: Annual

B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) .

C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.

D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.

E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a

Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.

I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

J. **AI in Offerings.** The Artificial Intelligence Terms of Use (the "AI Terms") located at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms) govern use of AI Services when included in an Offering. Where the AI Terms reference the Universal Customer Agreement "UCA" or End User License Agreement ("EULA"), such reference shall be deemed to refer to the Agreement as described in this Order.

Professional Services:

A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at https://www.assetmanagement.siemens.com/terms (https://www.assetmanagement.siemens.com/terms).

B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

C. **Scheduling**. Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.

D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any

unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
F. **Incidental Expenses**. Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.
G. Siemens may utilize Artificial Intelligence in the performance of Professional Services and the creation of any Deliverables.

Additional information

A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to ams-accountsreceivable.si@siemens.com
B. Billing frequency other than annual is subject to additional processing fees.
C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-486629 on any applicable purchase order and email to ams-purchaseorders.si@siemens.com (mailto:ams-purchaseorders.si@siemens.com)
D. Company can provide evidence of insurance upon request.

Signature

Presented to:

Three Valleys Municipal Water District - Q-486629
October 27, 2026, 4:43:54 PM

Accepted by:

Printed Name

Signed Name

Title

Date

THREE VALLEYS
MUNICIPAL WATER DISTRICT

BOARD ACTION

BOARD OF DIRECTORS
STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: November 4, 2026

Subject: Sponsorship & Outreach Program Policy Ad Hoc Committee

Staff Recommendation

Staff recommends that the Board provide direction regarding the potential formation of an ad hoc committee to review the Sponsorship and Outreach Program Policy and the timing of the policy's consideration at the December 14, 2026 special workshop.

Background

The Board adopted the current Sponsorship and Outreach Program Policy on December 20, 2023, establishing requirements for Director-authorized sponsorships and participation in community outreach events. The policy is intended to ensure that sponsorship expenditures serve a clear public purpose and support the District's water-related mission. It promotes transparency, expressly prohibits unconstitutional gifts of public funds, and helps prevent sponsorship expenditures from being misconstrued by the public as such gifts.

Discussion

Vice President Goytia requested that the Board consider forming an ad hoc committee to review potential changes to the Sponsorship and Outreach Program Policy. As reported at the October 21, 2026 Board meeting, staff is developing proposed revisions to clarify policy requirements, improve administrative procedures, and reorganize existing provisions for consistency and readability. The policy is scheduled for discussion at the December 14, 2026 special workshop.

If established, the committee would consist of three Directors and review the existing policy, staff's draft revisions, and Director-requested changes. It would serve in an advisory capacity and develop recommendations for the full Board. Any proposed policy changes would require separate Board approval, and the committee's assignment would conclude upon presentation of its final recommendations.

The Board may consider the following options regarding the review of the Sponsorship and Outreach Program Policy:

1. **Proceed without an ad hoc committee.** Review the proposed policy revisions at the December 14, 2026 special workshop, allowing all Directors to participate and provide direction to staff; or
2. **Establish an ad hoc committee.** Direct staff to form a committee to review the policy and develop recommendations for the full Board. Under this option, the sponsorship policy discussion at the December 14 workshop may be deferred pending the committee's recommendations.

Fiscal Impact
None

Environmental Impact
None

Strategic Plan Objective(s)
2.2 – Accountability

Attachment(s)
None

Meeting History
Board of Directors Meeting, October 21, 2026, Informational Item

NA/ML

THREE VALLEYS MUNICIPAL WATER DISTRICT

BOARD INFORMATION

BOARD OF DIRECTORS
STAFF REPORT

To:	TVMWD Board of Directors
From:	Matthew H. Litchfield, General Manager
Date:	November 4, 2026
Subject:	Appointment of Representative and Alternate to Serve on the San Gabriel Basin Water Quality Authority Board of Directors

Staff Recommendation
No Action Necessary – Information Only

Background
The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993, to develop, finance, and implement groundwater treatment programs in the San Gabriel Basin. The WQA Board of Directors is comprised of seven members with three appointed members from each of the three municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Valley.

Discussion
TVMWD's next four-year term on the WQA Board of Directors begins January 1, 2027. Director Kuhn currently serves as TVMWD's representative, with Director Roberto serving as the alternate. The Board is asked to discuss appointments for the upcoming term and direct staff to bring a resolution formalizing the appointments to the November 18, 2026 Board meeting for consideration and approval.

Fiscal Impact
None

Environmental Impact
None

Strategic Plan Objective(s)
2.2 – Accountability

Attachment(s)

Exhibit A – Draft Resolution Appointing a Representative and Alternate to the WQA Board of Directors

Meeting History

None

NA/ML

RESOLUTION NO. 26-11-DRAFT

RESOLUTION OF THE BOARD OF DIRECTORS OF THREE VALLEYS MUNICIPAL WATER DISTRICT APPOINTING REPRESENTATIVES AND ALTERNATES TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority (WQA); and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin; and

WHEREAS, the Three Valleys Municipal Water District is one of the municipal water districts in the San Gabriel Basin; and

WHEREAS, it is now time to appoint the municipal water district's representative and alternate for the four-year team commencing on January 1, 2027; and

WHEREAS, said appointments shall be made by Resolution adopted by the majority of the Board.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE THREE VALLEYS MUNICIPAL WATER DISTRICT AS FOLLOWS:

Section 1. _____ is hereby appointed as the representative to the governing Board of the WQA.

Section 2. _____ is hereby appointed as the alternate representative to the governing Board of the WQA.

ADOPTED and PASSED at a meeting of the Three Valleys Municipal Water District's Board of Directors, on this 18TH of November 2026, by the following vote:

DRAFT

AYES:
NOES:
ABSTAIN:
ABSENT:

Mike, Ti
President, Board of Directors

ATTEST:

David De Jesus
Secretary/Treasurer, Board of Directors

SEAL:

DRAFT

THREE VALLEYS MUNICIPAL WATER DISTRICT

BOARD INFORMATION

BOARD OF DIRECTORS
STAFF REPORT

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager

Date: November 4, 2026

Subject: Miramar and Fulton Fencing Security Upgrades

Staff Recommendation
No Action Necessary – Information Only

Discussion
Staff proposes contracting with Everon LLC to upgrade the existing vehicular and personnel access gates at the Fulton facility and the chemical tank enclosure fencing at the Miramar Treatment Plant. These upgrades will enhance site security and improve access control for staff.

Everon LLC was previously selected in 2024 through a public bid process as the top ranked provider and lowest responsive bidder to install the District's security camera system and access control upgrades. Everon's familiarity and experience with the District's existing security and access control systems preserve continuity across all District locations, reduce security exposure risks, and minimize potential system integration issues. The Miramar and Fulton improvements constitute separate public projects at distinct District facilities. Each project falls below the $75,000 threshold established under the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Pursuant to Public Contract Code Section 22032(a), projects of $75,000 or less may be awarded through negotiated contract without competitive bidding. Staff has reviewed Everon's proposals and determined that the proposed pricing is reasonable and represents the best overall value to the District.

Staff recommends that the Board of Directors award the Miramar and Fulton Fencing Security Upgrades contract to Everon LLC at the November 18, 2026 meeting.

Fiscal Impact

The Fiscal Year 2026-27 Budget includes $25,000 with a rollover of $100,000 from the previous fiscal year for the Miramar upgrades and $150,000 for the Fulton upgrades. The proposed $19,145.98 for the Miramar upgrades and $66,050.36 for the Fulton upgrades are within the project budget and will not result in any fiscal impact to the adopted Fiscal Year 2026-27 budget.

Environmental Impact

None

Strategic Plan Objective(s)

1.3 – Infrastructure Reliability
3.4 – Operational Integrity

Attachment(s)

Exhibit A – Miramar Fencing Security Upgrades Proposal
Exhibit B – Fulton Fencing Security Upgrades Proposal

Meeting History

None

NA/BP

everon™

Proposal prepared for:

TVMWD

Presented by:

Yanira Ante

10.6.2026

Sales Agreement ID: 892386172

everon™

COMMERCIAL PROPOSAL AND SALES AGREEMENT

892386172	Branch:	66565	Sales Representative:	Yanira Ante	Today's Date:	10/6/2026

Customer Information			
Business Name:	TVMWD	Phone:	(909) 621-5568
Address:	1021 E MIRAMAR AVE CLAREMONT, CA 91711	Billing Address:	1021 E MIRAMAR AVE CLAREMONT, CA 91711

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon")[1] and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below and subject to the terms and conditions herein.

[1] Everon is registered to do business as Everon Solutions, LLC in Delaware, Georgia, Illinois, Indiana, and Pennsylvania. In Vermont, Everon is registered to do business as Everon Solutions.

Total Products and Installation Charge:	**$18,323.04**
Total Estimated Taxes:	**$822.94**
Total Charges:	**$19,145.98**

Customer hereby agrees to pay Everon, its agents or assigns on a progressive basis as follows:

- The remaining balance of $18,323.04.
- Estimated taxes of $822.94 (actual taxes may be subject to change).

All amounts are quoted and invoiced in US Dollars (USD). In each case, payments shall be subject to the agreed payment terms described in the Agreement. Payment by credit card shall be subject to an additional 3% processing fee assessed and passed through from Everon's credit card processing company. Payment by method other than credit card shall not be subject to additional fee.

Term Length: 12 Months

Site Location Information			
Location Name:	TVMWD		
Address:	1021 E MIRAMAR AVE CLAREMONT, CA 91711		
Site #:	183367797	Phone:	(909)621-5568

System Design Information			
System Design Name:	TVMWD 1021 E Mira Mar - Access Control	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	Manual: Invoicing will occur monthly on a Percentage of Completion basis as defined in the Terms and Conditions below. Retainage holdback occurs only if Everon agrees in writing at time of contract signing.		

Equipment List

Qty	Description
2	Latch Retraction Kit w/rex
1	KT-400 FOUR DOOR CONTROLLER, IP READY
1	KT-400 XFRM WIRE-IN 16.5V 75 VA 110 VAC
1,000	18/4 Strd H20 Fpl/Cm/Cl2 Direct Burial In Conduit, Sun Res, Blk 1000Ft Sp
2	3-1/2 Gate Contact w/ 1 Magnets
2	Multi-Technology Smart Card Reader, Single Gang, Supports 13.56 MHz, 125KHZ

Summary of Charges

Equipment & Installation Total	$18,323.04
Estimated Taxes	$822.94
Monthly Fee	$0.00

Scope Of Work

Access Control System Expansion and Controller Upgrade

1021 E. Miramar Road, Claremont, CA

Project Overview

Everon shall furnish, install, program, and test the access control equipment associated with a new customer-installed steel fence system at the facility located at **1021 E. Miramar Road, Claremont, California**.

The customer is installing a steel fence with two (2) access-controlled pedestrian doors. In addition to the new door devices, Everon shall replace the existing access control panel and expand the system to accommodate the additional access points.

Scope of Work

Access Control Panel Upgrade- Dry Chemical Building

Everon shall:

- Remove the existing Kantech two-door controller.
- Furnish and install one (1) new Kantech four-door controller.
- Furnish and install the required controller transformer.
- Program and commission the new controller.
- Migrate existing door programming and integrate the new access points into the upgraded system.

Access Control Expansion

Everon shall furnish and install:

- Two (2) smart card readers.
- Two (2) door position contacts.
- Tying into existing controller to support the access reader located on the far side of the building (Chlorine Building)

Northwest Dry Chemical Door Gate #1

At the first customer-installed fence door, Everon shall:

- Install one (1) smart card reader.
- Install one (1) door position contact.
- Connect and integrate all devices into the upgraded access control system.
- Furnish and install one (1) electrified latch retraction kit for each gate's panic device to allow controlled access through the Kantech access control system.
- Perform programming, testing, and commissioning.

Northeast Chlorine Door Gate #2

At the second customer-installed fence door, located on the far side of the building, Everon shall:

- Install one (1) smart card reader.
- Install one (1) door position contact.
- Tying equipment into the existing KT-400 located in the Chlorine Building.
- Integrate the reader and monitoring devices into the access control system.
- Furnish and install one (1) electrified latch retraction kit for each gate's panic device to allow controlled access through the Kantech access control system.
- Perform programming, testing, and commissioning.

System Programming and Commissioning

Everon shall:

- Configure all new controllers within the access control management software.
- Program reader and door assignments.
- Verify door monitoring functionality.
- Complete Conduit Runs to the Access Control Panels.
- Test device communications.
- Perform system startup and commissioning.
- Verify proper operation of all installed readers and door contacts.

Work by Others

The following items shall be provided by others:

- Fence and door installation.
- Electrical power to controller locations.
- Network connectivity required for controller communications.

Assumptions

- Gate assemblies, fence, panic hardware, and associated mechanical hardware shall be furnished and installed by others.
- Adequate mounting surfaces will be provided for all access control equipment.
- Existing access control credentials and database information are available for migration.
- Work will be performed during regular business hours.
- Normal site access will be available during installation.
- Labor is at a Prevailing Wage
- Conduit is Included inside the Chlorine Storage Room.

Exclusions

The following items are specifically excluded unless added by approved change order:

- Fence, gate, or door installation.
- Door hardware modifications.
- Magnetic locks, panic hardware, or electrified locking devices not specifically identified herein.
- Trenching, excavation, coring, or concrete work.
- Permit fees and AHJ inspections.
- Network infrastructure upgrades.
- Electrical service upgrades.
- Painting, patching, or cosmetic repairs.
- After-hours, weekend, or holiday labor.

Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

X General Terms and Conditions
_ Product-Specific Terms: Extended Service Plan
_ Product-Specific Terms: Inspection and Testing Services
_ Product-Specific Terms: Monitoring Services
_ Product-Specific Terms: ATM Products and Services
_ Product-Specific Terms: Sprinkler and Suppression Services
_ Product-Specific Terms: EAS and Security Gates
_ Product-Specific Terms: Third-Party Services
_ Product-Specific Terms: Rented or Financed Products
_ Product-Specific Terms: Special Business Risk Provisions

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices Monthly in advance.

ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").

iii. For all other Products or Services, Everon shall issue invoices upon delivery or Substantial Completion of the Product or Service. "Substantial Completion" shall mean the date when work is completed sufficient to allow Customer or end user to use the Product or Service for its intended purpose, even if minor details (e.g., punch list items) remain to be completed.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

E. Delays. Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;

ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;

iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;

iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;

v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.

vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and

vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

E. Evolving Functionality.
i. Evolving Products, Services and Features. Customer acknowledges and agrees that the Products and Services, installed, configured, supported or provided by Everon are subject to ongoing development and change, including without limitation through manufacturer or third-party software enhancements, patches, updates, upgrades, changes to license models, and the introduction or activation of new or modified features and functionalities (collectively, "Evolving Features"). As a result, the scope of capabilities of the Products and Services may change over time, including the addition of capabilities that were not available or not enabled as of the date of installation.

ii. Customer Control of Features. Many Evolving Features are, or may in the future be, capable of being activated, configured, or deactivated by Customer (or its users, administrators, or third-party service providers acting on its behalf) without Everon's involvement, including but not limited to features such as gunshot detection, facial recognition, people counting, analytics, and other similar or successor functionalities ("Advanced Features"). Customer understands and agrees that the availability, activation, use, or configuration of any such Advanced Feature is under Customer's control and outside of Everon's control.

iii. Unless expressly set forth in a written statement of work signed by both Parties, Everon shall have no obligation to (a) monitor Customer's use of the Products and Services, (b) monitor changes to or availability of Evolving Features or Advanced Features, (c) provide legal or regulatory advice regarding such features, or (d) enable, disable, or reconfigure any feature in order to achieve legal compliance for Customer. Any such services, if provided, are offered solely as an accommodation and shall not shift responsibility for legal compliance away from Customer.

F. Internet and Radio Frequency Based Products and Services
i. Customer Responsibility for Connectivity; Everon-Provided Circuits.
1. Customer acknowledges that Everon's services may require continuous, reliable Internet or radio frequency connectivity from the Premises. Except as expressly stated in this Agreement, Customer is responsible, at its sole cost, for procuring and maintaining all Internet connectivity (including any necessary routers, switches, firewalls, and related equipment).
2. If Everon agrees in writing to arrange for or otherwise provide an Internet connection for Customer's site (whether through a third-party provider or otherwise), Customer expressly agrees that: (a) Everon is not a telecommunications carrier and provides such connectivity solely as a convenience and pass-through; (b) such connectivity remains subject to all limitations, outages, degradation, and other issues inherent in the underlying provider's services; and (c) any interruption, degradation, or unavailability of the connection shall be deemed an excused performance event under this Agreement and shall not constitute a breach by Everon.

ii. Preference for Hardwired Connectivity; Use of Cellular as Primary Connection.
1. The Parties acknowledge that a dedicated, hardwired Internet connection (e.g., cable, fiber, or DSL) is generally preferred for reliability, performance, and cost.
2. Where a hardwired Internet connection is not reasonably available or practical, Customer may use or authorize Everon to provision a cellular-based Internet connection as the primary means of connectivity for the site. In such event, Everon does not guarantee any particular level or quality of service.

iii. Cellular Plans; Throttling and Performance Limitations.
1. Customer acknowledges that cellular data plans used for site connectivity will typically be provisioned on an "unlimited" or high-usage basis intended, in Everon's reasonable judgment, to be sufficient for anticipated monitoring and related traffic; however, such plans may nonetheless be subject to data

prioritization, traffic management, or "throttling" by the cellular provider, including reductions in speed or service quality.
2. Customer further acknowledges and agrees that (a) Everon has no control over, and shall have no liability for, any throttling, congestion management, or similar network practices implemented by the cellular provider; (b)the cellular connection is primarily intended to support Everon's monitoring services and related security functions, and is not designed or priced for high-volume or continuous video streaming by Customer or third-parties; and (c) if Customer intends to regularly access or stream camera feeds from outside the site (such as continuous or frequent remote viewing), Customer should procure a dedicated, hardwired Internet connection suitable for that purpose, and Everon shall have no responsibility for any performance issues, delays, or failures arising from use of the cellular connection for such high-volume activities.

iv. Variability of Radio and Cellular Service; No Warranty.
1. Customer understands that radio and cellular service performance may vary over time due to, without limitation, network upgrades, technology transitions (e.g., 3G/4G/5G and subsequent generations), weather conditions, topography, building construction, interference, and the number of simultaneous users on a given cellular node.
2. Although Everon may perform periodic measurements, sampling, or other assessments of the cellular connection's consistency and reliability, such assessments are indicative only and do not constitute a guarantee or warranty that the connection will function without interruption, degradation, or error.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RADIO- AND CELLULAR-BASED CONNECTIVITY ARRANGED OR PROVIDED BY EVERON IS PROVIDED "AS IS" AND "AS AVAILABLE," AND EVERON DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE AVAILABILITY, SPEED, LATENCY, OR QUALITY OF SUCH CONNECTIVITY.

v. Network Configuration; Changes by Customer or Third-Parties.
1. Internet connections used for the services require specific network configurations, which may include, without limitation, firewall rules, port forwarding, NAT settings, VLANs, and security policies (collectively, "Network Settings"), that permit the transmission of video, data, and signaling between the site and Everon's systems.
2. Everon will use commercially reasonable efforts to identify and assist in configuring the Network Settings needed for proper operation of the services. However, Customer acknowledges that: (a) any changes to hardware, software, or Network Settings (including changes made by Customer's IT staff, other vendors, or third-party service providers) may adversely affect or interrupt the services; (b) Everon is not responsible for unauthorized, uncoordinated, or undisclosed changes to the network or related infrastructure; and (c) Everon cannot eliminate all risks of misconfiguration, human error, or conflicting changes, even when acting with due care.
3. Customer shall promptly notify Everon of any planned or actual changes to its network infrastructure, Internet service, or Network Settings that may affect the services and shall provide reasonable cooperation in diagnosing and resolving connectivity issues, including granting Everon or its designees appropriate remote or on-site access.
4. Any service interruption, degradation, or failure resulting from (a) Customer's or a third-party's changes to hardware, software, or Network Settings; (b) Customer's failure to notify or cooperate as described above; or (c) the acts or omissions of Customer's other providers, contractors, or vendors, shall be deemed an excused performance event, and Everon shall have no liability for any resulting unavailability, delay, or degradation of the services.

vi. Fees and No Service Credits for Carrier/Network Issues. Customer remains obligated to pay all fees and charges in accordance with this Agreement notwithstanding any connectivity-related issues or interruptions arising from the acts or omissions of third-party carriers, Internet service providers, or other network providers, or from network configuration changes not solely caused by Everon's gross negligence or willful misconduct. Unless expressly provided otherwise in an applicable Service Level Agreement, no service credits or other remedies shall be due for outages or degradations attributable in whole or in part to such causes.

3. <u>Warranty</u>

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. *Services Warranty.* Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.

ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

4. <u>Customer's Obligations</u>

A. Customer's Representations and Warranties. Customer represents and warrants that:

i. Customer owns or leases any equipment Customer provides or allows Everon to use;

ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to privacy, data protection, surveillance, audio/video recording, biometrics, labor and employment, civil rights, and consumer protection;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions;

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work; and

viii. that Customer will fully comply with the Customer Responsibilities described in Sec 4.B below.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

iii. System Access Control. Customer is solely responsible for establishing, implementing, and enforcing all permissioning, authentication, access control, and user management policies relating to the Products and Services, including determining (i) who is granted access to the Products and Services, (ii) what level of access such persons have, and (iii) what data, features, and configuration settings such persons may view, modify, or control. Everon shall not be responsible for unauthorized or inappropriate access, configuration changes, or use by Customer's personnel, contractors, service providers, or any other third-party to whom Customer (directly or indirectly) grants access.

5. <u>Risk of Loss.</u> Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon . Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

6. <u>Termination</u>

A. Termination by Everon.

i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.

ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.

ii. Customer may terminate Recurring Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

8. Indemnification

A. Indemnification by Everon. Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") relating to any and all third party claims, demands and course of actions ("Claims") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses relating to Claims arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) Customer's selection, activation, or configuration of any Product or Service (iv) any breach of any representation or warranty made by Customer in the Agreement; (v) Customer's failure to follow or comply with any law applicable to the Products or Services, and (vi) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars ($2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

D. Customer Data Sets. Customer acknowledges that Customer and/or third-parties acting on its behalf may use in-house, proprietary, third-party, or other external data sets, models, or content (collectively, "Customer Data Sets") in connection with the Products and Services. The selection, legality, accuracy, quality, and use or misuse of any Customer Data Sets, and any outcomes generated from their use with or through the Products and Services, are solely the

responsibility of Customer. Everon is not required to review, approve, monitor, or control any Customer Data Sets and may be entirely unaware of their nature, source, or use. Everon shall have no responsibility or liability arising out of or related to any Customer Data Sets or their combination with, or use in connection with, the Products and Services.

11. Force Majeure. Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, power surges, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Non-Solicit of Employees. During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general public promotion or solicitation.

14. Miscellaneous.

A. Nature of Relationship. Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. Everon state license information is available at https://www.everonsolutions.com/about/licenses-credentials/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Customer Acknowledgement and Duty to Raise Concerns. Customer represents that, prior to entering into this Agreement and prior to placing any order for Products or Services hereunder, it has had the opportunity to consult with its own legal and other advisors regarding the intended use of the Products and Services. Any concerns regarding legal or regulatory restrictions on Customer's use of the Products and Services - including but not limited to restrictions arising out of Customer's relationships with particular investors, lenders, governmental entities, or participation in tax credits or other governmental or private incentive programs - shall be raised by Customer with Everon in writing prior to entering into the applicable order. Everon has no obligation to identify, interpret, or advise on any such restrictions.

O. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or

understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

P. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Signatures

IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

Customer Authorized Representative	Printed Name	Title	Date
Everon Representative	Printed Name	Title	Date
Everon Authorized Manager	Printed Name	Title	Date

Addendum: Acknowledgement of Declining Services Item 8.B - Exhibit A

This Addendum is part of the Agreement to which it is attached, and all capitalized terms have the meaning set forth in the Agreement.

PRODUCT OR SERVICE	ACKNOWLEDGEMENT

Preventative Maintenance. By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's preventative maintenance service. Customer acknowledges that it is responsible for the routine inspection of its security system and to notify Everon of any defects or adjustments required. All maintenance services shall be at Customer's cost unless covered by warranty or, if purchased by Customer, an Extended Service Plan.

_____
Initials

Extended Service Plan - Labor. By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's Extended Service Plan – Labor. All technician time necessary for repairs and/or maintenance shall be at Customer's expense, excluding any repairs covered by product warranty.

_____
Initials

Extended Service Plan - Parts. By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's Extended Service Plan – Parts. All parts and materials necessary for repairs and/or maintenance shall be at Customer's expense, excluding any repairs covered by product warranty.

_____
Initials

everon™

Proposal prepared for:

TVMWD

Presented by:

Yanira Ante

10.23.2026

Sales Agreement ID: 892386194

October 23, 2026

TVMWD
1021 E MIRAMAR AVE
CLAREMONT, CA 91711

On behalf of Everon, thank you for the opportunity to respond to your RFP/solicitation for TVMWD.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations, backed by our national strength, and over 5,000 employees, including 2,300 technicians, across more than 100 locations. Our company draws on an outstanding legacy of service excellence that is strengthened by our people's decades of industry expertise to emerge as an innovator and service excellence champion, protecting commercial property, people, and assets. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction. As a national company with local offices, our broad footprint is designed to provide you with a quality service experience to meet your specific needs and exceed your expectations.

We look forward to next-step discussions in order to provide TVMWD with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and life safety objectives now and into the future. Thank you for your consideration.

Respectfully,

Yanira Ante
Everon

everon™

1. Executive summary

1.1. Powered by Experience. Driven by Excellence.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations backed by our national strength and local knowledge of over 5,000 employees – including 2,300 technicians – across 100 offices, and two dedicated monitoring and operations centers. Our corporate offices are based in Boca Raton, Florida with our Innovation & Operations HQ in Dallas, Texas.

300,000+
Customer Locations

Everon draws on an outstanding legacy of service excellence that is strengthened by over a decade of industry expertise – with many leaders having spent the majority of their careers in the industry. Our organization was built over the last decade by some of the most trusted names in commercial security that include ADT Commercial, Protection 1, and Red Hawk Fire & Security. In that time, we focused on providing comprehensive, scalable solutions to address unique needs of mid-market, national and large-scale organizations, and established a new industry standard for customer-driven service excellence and delivery. With GTCR's acquisition of ADT Commercial in 2023, we've now emerged as an innovator and service excellence champion protecting commercial people, property, and assets across industries. Through our predecessor companies, we built a reputation as one of the nation's best commercial security providers, with decades of experience and a proven record of excellence in customer service.

100+
Locations with Local Leadership

2,300+
Technicians

Today, we are Everon. We are ever focused on being game-changers and innovators, breaking new ground to propel the industry forward with a customer-focused approach to optimizing your security and life safety ecosystem. We are ever committed to being the dedicated partner and security advisor you can trust.

2
Company-Owned UL Listed Monitoring and Operations Centers

Everon is committed to protecting your organization at every level. Engaging with us gives you access to an industry-leading range of security, fire, and life safety offerings, backed by our state-of-the-art, national-scale 24/7/365 monitoring infrastructure. And it means you will benefit from our commitment to innovation: Ongoing investment in new technologies and new capabilities, including cutting-edge technology in unique applications, AI-powered solutions, enterprise-level systems for complex environments, and much more.

Our commitment to our customers is based on a foundational principle: We commit to the protection of your facilities and assets as though they are our own. And we respond to your dedication to your people's safety with our own tenacity. We consistently deliver a great customer experience—making us a trusted

partner across industries and solutions. Our experienced security, fire, and life safety experts, paired with our innovative approach to providing best-in-class service, allow us to deliver exceptional customer service across your enterprise, whether you have one location or 1,000.

Our specialized commercial team members have deep technical knowledge, complex design skillsets, and multiple enterprise-level technology, security, and fire certifications. Our Integrated Solutions team provides design development oversight, technical support and engineering, and cross-discipline project management for your complex commercial environments. Our National Fire & Life Safety Team provides fire alarm, sprinkler, and suppression system expertise from NICET and NFPA certified specialists; voice evacuation and mass notification solutions; and in-house system design-build services. The experts at our Network Operations Center design, deploy, and manage security networks, as well as provide hosted infrastructure (IaaS), cloud device health and environmental monitoring, and managed administrative services. And our industry experts have decades of specialized experience and in-depth understanding of the unique solutions and technologies needed to address your specific business challenges.

We know standard, off-the-shelf solutions don't work for leading-edge, complex organizations. We can help you build a flexible and customizable security, fire, and life safety program to meet your unique business challenges, and to help protect your people, property, and assets—while minimizing risk to your organization. We aim to build customer-driven partnerships by helping identify the products and services that work best for your business needs and meet your security, fire, and life safety objectives in the most effective manner. Building solutions to meet your enterprise-level objectives is our specialty--we'll help you find the best combination of products and services from our comprehensive suite of security, fire, and life safety technologies to cover your locations inside and out.

1.2 Our Guiding Principles

- Customers Are Our True North: We know that our reputation is based on how we serve our customers.
- Our People Are the Difference: We strive to be the best technically trained team in the business.
- Dedicated to Commercial: We are purposefully built to serve the integrated security, fire, and life safety needs of our customers.
- One Ideal Partner: We are a full-service national company with nimble local delivery teams.

Equipment and Investment Statement for: TVMWD Fulton Resevoir 2972 Fulton Rd- Access control

Site Information:	**3V TVMWD Fulton Reservoir 2972 Fulton Rd- Access Control, 2972 Fulton Rd, POMONA, CA 91767**

Theory of Operation:

Everon shall furnish, install, program, test, and commission access control system components at designated locations throughout the site located at **2972 Fulton Road, Pomona, California**. Work shall include the installation of smart card readers, a long-range vehicle reader, door hardware, door monitoring devices, and associated access control equipment as described below.

All access control devices shall be integrated with new access control panels furnished as part of this project. Work will be performed during regular business hours.

Scope of Work:

1. Fulton Road Vehicle Westside Gate Access

Everon shall provide and install:

- One (1) smart card reader mounted on the existing block wall adjacent to the vehicle gate facing Fulton Road.
- Reader installation hardware and associated device programming.
- Integration of the reader into a new four-door access control panel located at the opposite end of the site.

Included

- Material procurement.
- Device installation.
- System programming.
- Testing and commissioning.
- Integration into the new access control system.

By Others

- Underground Conduit installation.
- Pull string installation.
- Raceway pathways and penetrations

Main Vehicle Slide Gate Operator

- Everon shall furnish and install one (1) new LiftMaster SL3000101UL, 1HP slide gate operator to replace the existing vehicle gate operator
- Existing field wiring and associated gate control devices shall be reused where suitable for continued operation
- Any deficiencies in existing equipment or wiring discovered during installation shall be addressed under a separate change order

2. Fulton Road Security Personnel Door

Everon shall provide and install on the security door facing Fulton Road:

- One (2) smart card reader.
- One (1) electric strike.
- One (1) door position contact.
- Required power supply equipment.
- Programming and integration with a dedicated four-door access control panel.

Included

- Material procurement.
- Installation of reader, electric strike, and door contact.
- System programming.
- Functional testing and commissioning.
- Integration into dedicated access control panel.

By Others

- Underground Conduit installation.
- Pull string installation.
- Raceway pathways and penetrations.

3. Deerbrook Street Vehicle Eastside Gate Access

Everon shall provide and install:

- One (1) smart card reader mounted on the existing block wall adjacent to the gate facing Deerbrook Street.
- One (1) long-range vehicle access reader mounted on a pole furnished and installed by Everon.
- Associated reader mounting hardware.
- Programming and integration into the access control system.

Included

- Material procurement.
- Pole-mounted installation of long-range reader.
- Wall-mounted installation of smart card reader.
- System programming.
- Testing and commissioning.

By Others

- Underground Conduit installation.
- Pull string installation.
- Raceway pathways and penetrations.

System Integration

Everon shall:

- Configure all new access control devices within the access control management platform.
- Program access control panels and reader assignments.
- Verify reader functionality and communication with associated controllers.
- Conduit Included above ground and inside maintenance shed.
- Perform operational testing of all installed devices.
- Provide final system startup and commissioning.

Assumptions

- Existing network connectivity required for panel communications will be available at panel locations.
- Adequate power is available at each equipment location.
- Existing gate operators are compatible with access control integration.
- Mounting surfaces are structurally suitable for installation of access control devices.
- Work will be completed during normal business hours with unrestricted site access.
- Labor is at a Prevailing Wage

Exclusions

The following items are excluded unless specifically identified by change order:

- Underground Conduit installation.
- Trenching, excavation, coring, or saw cutting.
- Pull strings.
- Wire and cable installation within pathways installed by others.
- Electrical service upgrades.
- Network infrastructure upgrades.
- Gate operator modifications or repairs, unless specified above.
- Concrete work, asphalt repair, landscaping repair, or restoration.
- Painting or cosmetic repairs.

- Permit fees, inspections, or AHJ requirements.
- After-hours, weekend, or holiday labor.

Equipment List:

Quantity	Description
4	Multi-Technology Smart Card Reader, Single Gang, Supports 13.56 MHz, 125KHZ
1500	18/4 Strd H20 Fpl/Cm/Cl2 Direct Burial In Conduit, Sun Res, Blk 1000Ft Sp
2	KT-400 FOUR DOOR CONTROLLER, IP READY
2	KT-400 XFRM WIRE-IN 16.5V 75 VA 110 VAC
1	Electric Strike15
1	8 PORT GIGABIT GREEN NET POE+ Switch
2	ACCESS PWR SPLY, 12/24VDC @ 1.75A, SINGLE PTC OUT, LG ENCL
1	3-1/2 Gate Contact w/ 1 Magnets
1	Uhf Target Reader 33'

Summary of Charges for: TVMWD Fulton Resevoir 2972 Fulton Rd- Access control		
Installation Price		**$64,386.92**
Estimated Install Taxes		**$1,663.44**
Total Installation Price*		**$66,050.36**
Total Annual Recurring Services Charges*		**$0.00**
		*Plus applicable tax
Schedule of Values	**30/30/30/10**	**30% of Contract Value Upon Contract Acceptance** **30% of Contract Value at Progress Billing** **30% of Contract Value at Substantial Completion** **10% of Contract Value at Final Acceptance**

Investment Summary

Total Proposal Option	
Installation Price	$64,386.92
Estimated Install Taxes	$1,663.44
Total Installation Price*	$66,050.36
Total Annual Recurring Services Charges*	$0.00

*Plus applicable tax

Pricing above is as of the date of this Proposal and Rider and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this Proposal and Rider. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

Unless Everon and Customer are parties to a signed master service agreement, this Proposal is based upon and subject to the Everon Terms and Conditions available at https://www.everonsolutions.com/terms-and-conditions-sale ("Terms"), which are fully incorporated herein and made part of this Proposal. Customer's acceptance of this proposal by any means, including purchase order, constitutes acceptance of the Terms. Any other terms and conditions are rejected by Everon unless in a document signed by an authorized representative of Everon. Any requested modifications to the Terms may result in pricing changes.