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GENERAL MANAGER

Eddy Cumins

May 20, 2026

Sonoma- Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Authorize the General Manager to Award Agreement No. IT-PS-26-002 with ZPro Solutions Inc. for IBM Maximo Maintenance Software and Technical Support Services with a total not-to-exceed amount of \$1,528,529.

Dear Board Members:

RECOMMENDATIONS: Authorize the General Manager to Award and execute Agreement No. IT-PS-26-002 with ZPro Solutions Inc. for IBM Maximo Maintenance Software and Technical Support Services for the initial contract term and all option years, with a total not-to-exceed amount of \$1,528,529.

SUMMARY: SMART utilizes IBM Maximo as its enterprise maintenance management system (MMS) to support core asset management, preventive maintenance, inventory control, and work order tracking functions across the District. Reliable software licensing, technical support, and ongoing maintenance are critical to ensuring system availability, data integrity, and efficient maintenance operations. SMART's existing contract for this service is set to expire June 30, 2026.

SMART solicited proposals for IBM Maximo maintenance software and technical support services and following a competitive evaluation process, the Evaluation Committee recommends award to ZPro Solutions Inc.

BACKGROUND: SMART issued a Request for Proposals (RFP) for IBM Maximo Maintenance Software and Technical Support Services under Solicitation No. IT-PS-26-002 on March 11, 2026, to ensure continued technical support, system updates, and specialized technical assistance for its MMS environment. SMART received three responsive Proposals by the Proposal deadline.

An Evaluation Committee reviewed and evaluated all responsive proposals in accordance with the criteria established in the RFP, which included a service approach, demonstrated history of performing similar work, key personnel qualifications, and pricing. The Evaluation Committee determined that ZPro Solutions Inc. submitted the highest-scoring Proposal that provides the overall best value to SMART.

FISCAL IMPACT: Funding for this agreement is assumed in Fiscal Year 2027 and each subsequent fiscal year budget thereafter, subject to Board approval.

Sincerely,

/s/

Kent Patty
Inventory Manager and MMS Specialist

Attachment: 1. ZPro Solutions Agreement No. IT-PS-26-002

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of June 1, 2026 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and ZProcis Solutions Inc. dba ZPro Solutions (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a qualified IBM Maximo® Maintenance Management System (hereinafter “Maximo®”) IT technical support Consultant and authorized reseller of Maximo® software licensing experienced in the areas of reselling Maximo® software licensing, providing Maximo® technical support, development, advisory, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to furnish Maximo® software renewal licensing, provide ongoing maintenance support, development, and advisory services for SMART’s existing Maximo maintenance management system; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

Section 2.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Inventory Manager and MMIS Manager or designee (hereinafter “SMART Manager”) will initiate all requests for services through the issuance of written Task Orders. Task Orders are required to be signed by both SMART and Consultant prior to work being performed. The expectation is the Consultant sign the Task Order within two business days of receipt.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

Section 4.02 Cooperation With SMART. Consultant shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If SMART determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.
- (c) In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:

Srikar Ande, Sr. Project Manager (Onshore)
James Kanuch, Sr. Maximo Technical Lead (Onshore)
Uttam Kulkarni, Maximo Functional Consultant (Nearshore)
Babneet Kaur, Maximo Integration Architect (Nearshore)

Mubasher Ali, QA Lead (Offshore)
Jura Kaudo, Sr. Maximo Trainer (Onshore)
Ravindra Majji, Maximo Infra Admin (Offshore)
Lohit Kumar, Training Content Developer (Offshore)

ARTICLE 5. PAYMENT.

For all services required hereunder, Consultant shall be paid in accordance with the following terms:

Section 5.01 Consultant shall invoice SMART on a monthly basis, detailing the tasks performed pursuant to the Scope of Work requested by the SMART Manager and the hours worked. SMART shall pay Consultant within 30 days after submission of the invoices. If invoices require correction, the 30-day payment period shall restart upon submission of the revised invoice.

Section 5.02 Consultant shall be paid in accordance with the rates established in Exhibit B; provided, however, that total payments to Consultant shall not exceed \$1,528,529.00, without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the Task Order Number; (ii) the task(s) performed; (iii) the rates corresponding to the service; (iv) for time and materials tasks, list the time in quarter hours devoted to the task, the names and/or classifications of the persons performing the work, and the hourly rate or rates for those individuals; (v) for IBM Maximo Software Renewal Licenses and App Points, provide copies of receipts; and (vi) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in Exhibit B. SMART does not reimburse Consultant for travel time.

Section 5.03 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.04 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect from June 1, 2026 through June 30, 2029 with two (2) one-year options to extend at SMART's sole discretion, unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Consultant, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this

Agreement on behalf of SMART.

ARTICLE 8. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Patent and Copyright Infringement. Consultant agrees to (a) defend against and hold SMART harmless from any claim by a third party that the Services infringe a valid U.S. patent (issued as of the Effective Date) of such third party and (b) indemnify SMART for settlement amounts or third-party damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any part of the Services become or, in Consultant's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Consultant may, at its option (1) obtain for SMART the right to continue using the Services or (2) replace or modify the Services so that such Services become non-infringing. If (1) and (2) are not reasonably available to Consultant, Consultant may terminate this Agreement upon written notice to SMART and refund to SMART a pro-rated amount of any pre-paid but unearned fees, if any.

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.04 Technology Professional Liability Errors and Omissions. Insurance shall be appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Agency may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Consultant.

Section 9.05 Endorsements. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Consultant is liable, up to and including the total limit of

liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.

- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Consultant. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.06 Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.07 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Consultant shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART's request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.09 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 9.11 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

ARTICLE 11. EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

ARTICLE 12. REPRESENTATIONS OF CONSULTANT.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.06 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.07 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART’s right to terminate this Agreement pursuant to **Article 7**.

ARTICLE 14. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART Manager: Sonoma-Marine Area Rail Transit District
Attn: Kent Patty
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
kpatty@sonomamarintrain.org
707-890-8624

If to SMART Billing: Sonoma-Marine Area Rail Transit District
Attn: Accounts Payable
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org
707-794-3330

If to Consultant: ZProCis Solutions Inc.
Attn: Mahwish Khan
5270 Golden Gate Pkwy, Suite 104
Naples, FL 34119
mahwish.khan@zpro solutions.com
833-326-9776

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent

postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or “chasing arrows” cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.05 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.06 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties do not intend to create a partnership, joint venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.07 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.08 Use of SMART Name and Logo Restrictions. Consultant is prohibited from using SMART's name and logo unless expressly authorized herein or by written authorization from SMART's legal counsel.

Section 16.09 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.10 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.11 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.12 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: ZPROCIS SOLUTIONS INC. DBA ZPRO SOLUTIONS

By: _____
Mahwish Khan, Operations & Digital Project Manager

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marine Area Rail Transit District (SMART) is contracting with ZProcis Solutions, Inc. dba ZPro Solutions (“Consultant”) to provide software renewal licenses, monitoring and regular system maintenance services, and on-call technical support services for SMART’s existing IBM Maximo® Maintenance Management System (“Maximo®”).

SMART uses Maximo® as its official inventory system-of-record and asset management system for both fixed and mobile assets. Additionally, the Consultant will also provide the Maximo software and service licenses. Additionally, Maximo® is used to track maintenance (e.g. Work Orders), labor, parts, consumables, operator logs, IT service requests, and certain procurement process tasks related to operations purchasing. Finally, Maximo® reporting generated from the system is used to improve asset management decisions.

Consultant will serve a critical role to ensure SMART’s inventory and maintenance management system remains functional, reliable, efficient, secure, and accessible for SMART staff at all times. Additionally, Consultant shall serve as a technical advisor to assist SMART staff with identifying and implementing process and system improvements for stakeholders of the system, including but not limited to the inventory, finance, vehicle maintenance, operations, track, and facilities teams.

A. Objectives:

1. Provide Maximo® Technical Support to SMART
2. Provide Maximo® Software and Service Licenses
3. On-Call Support and Emergency Support

B. Optional Projects:

1. Integration of IBM Maximo® (Latest Version) with Oracle Database/ERP (Latest Version)
2. Update Maximo® to Current Version

C. Sensitive Security Information

Sensitive Security Information (“SSI”) may be disclosed during the performance of work under this Agreement. The Consultant shall be required to sign SMART’s Confidentiality and Non-Disclosure Agreement

prior to the start of any work being performed under this Agreement.

II. **Contract Management**

All work shall be initiated, scheduled, and reviewed by SMART's Inventory and MMIS Manager (hereinafter "SMART Manager"), or designee. Work will be initiated through written task orders that must be executed by both SMART and Consultant. It is the expectation that Task Orders be signed within two business days.

III. **Scope of Work**

Consultant shall perform the following work under this Agreement:

A. Transition of Service

Consultant shall perform the following necessary activities to assume full responsibility for the management and support of SMART's Maximo® system. Transition of service must be complete by July 1, 2026.

1. Transition Planning

Develop and submit a detailed Transition Plan within ten (10) business days of contract award.

The plan shall include timelines, key milestones, roles and responsibilities, risk mitigation strategies, and communication protocols.

2. Knowledge Transfer

Coordinate with the incumbent Consultant to facilitate comprehensive knowledge transfer sessions. This includes conducting deep dive sessions to capture all critical institutional knowledge.

This includes reviewing and documenting existing system configurations, customizations, custom workflows, integrations, workflows, reports, and user roles. This includes ensuring no historical data or architecture documentation is lost.

Obtain and validate all relevant documentation, including system architecture diagrams, configuration files, and support logs.

3. Access and Credential Management

Oversee and ensure the secure transfer of administrative credentials, system access rights, and SaaS licensing information.

Validate access to both environments (production and development) and third-party integrations (email listeners).

4. Data and System Integrity Review

Conduct a full system health check to evaluate and assess current data integrity, performance, and configuration accuracy.

Consultant will proactively identify and document any outstanding issues, risks, or areas requiring attention and will provide SMART with a prioritized baseline assessment.

5. Stakeholder Engagement

Meet with SMART team to align the support framework on current priorities, expectations, and operational realities. The objective is to ensure a sound understanding of SMART's current priorities and expectations to ensure the Maximo system continues to drive efficient, day-to-day asset management decisions without interruption.

A Task Order will be issued for this work.

B. Monthly Monitoring and Maintenance Support Services

Consultant shall provide the following regular and routine monthly monitoring and maintenance services, including emergency technical support services to ensure 99.9% system uptime:

1. System Administration

License usage monitoring and reporting.

2. Configuration and Maintenance

Data integrity checks and clean-up

3. Performance Monitoring

System health checks and performance optimization

Monthly system usage and performance reports

Identification and resolution of recurring issues

If Consultant discovers an issue where a feature of the Maximo® System will be unavailable for more than 30 minutes, Consultant shall notify the SMART Contract Manager by email.

Some issues with Maximo® may be reported to the Consultant by SMART personnel during regular business hours (8:00AM PST – 5:00PM PST, Monday – Friday). In this case, Consultant shall acknowledge the request within 1-hour of SMART contacting a technician or submitting a support ticket.

4. Patch Management and Upgrades

Application of vendor patches and updates

Testing and validation of updates in a staging environment before production deployment

5. Documentation

Maintenance of system configuration documentation

Monthly activity reports summarizing work performed, issues resolved, and recommendations.

6. Emergency Technical Support Services to Ensure 99.9% Uptime

To ensure 99.9% system uptime, Consultant shall be available for emergency technical support services when system issues arise.

When these incidents occur, Consultant shall initiate the following procedures:

- i. Log a service request into the Consultant's ticket tracking system.
- ii. Alert SMART of the incident
- iii. Estimate resolution time.
- iv. Start troubleshooting procedures.
- v. Identify cause of incident
- vi. Update SMART regarding the cause, solution, and estimated time of recovery.
- vii. Prepare incident report and Root Cause Analysis
- viii. Close request

A Task Order will be issued for this work. Work under this section cannot begin until July 1st, 2026.

C. Management of Maximo® Software Licensing

Consultant shall manage SMART's Maximo® Software Licensing program, including supplying SMART with annual Maximo® renewal licenses and adjustments to licenses required (e.g. additional licenses needed) throughout the duration of this Agreement.

Consultant shall notify SMART's Contract Manager four (4) months ahead of any pending Maximo® AppPoints expiration and provide the renewal date of these AppPoints.

Consultant shall work with SMART's Contract Manager to determine the appropriate AppPoint counts needed to meet SMART's usage of Maximo® and provide the costs associated with the renewal options.

Supply of Maximo® licensing to SMART shall be invoiced to SMART at cost with receipt documentation. Given that this is a cost-pass through, Consultant shall be motivated to deliver licensing at the best possible price to SMART.

This work shall be performed This section consists of the following two sub tasks:

Task 1 – Annual Base Licensing Task

Task 2 – Adjustments to the Annual Base AppPoints Model

1. Task 1 – Annual Base Licensing

Consultant shall furnish and supply SMART with annual Maximo® renewal licenses. The following requirements serve as SMART's Annual Base licensing need:

- i. Annual Base Licensing SMART requires access to the following applications and databases for its annual base licensing:

- (1) IBM Maximo®
- (2) IBM WebSphere
- (3) SQL Server
- (4) BIRT/Eclipse Reports

- ii. SMART's Maximo® system shall be a Software as a Service (SaaS) system installed in the cloud.
- iii. All access provided to SMART shall be via the web-hosted application as a packaged solution.
- iv. SMART's Maximo® system Consultant's SaaS package shall include:
 - o One secure, and confidential production database configuration.
 - o Maximo® Enterprise Asset Management applications including, but not limited to, Assets, Contracts, Inventory, Planning, Preventative Maintenance, Purchasing, and Work Orders
 - o Restricted End User access to the Administration, System Configuration, and Integration Maximo applications
 - o Standard Maximo® reports
 - o Up to 50 GB of space for attachments and up to 50 GB database size. Storage space must be able to be expanded (if additional space is required by SMART in the future.)
 - o Notification of planned downtime and tracking of Maximo® revisions and upgrades
 - o One additional Maximo® instance for use in a testing, development, or training environment.

A Task Order will be issued for this work. Work under this section cannot begin until July 1st, 2026.

2. Task 2 – Adjustments to the Annual Base AppPoints Model

SMART may require additional licenses above and beyond the Annual Base Licensing requirements. Consultant shall furnish and supply SMART with additional Maximo® renewal licenses as follows:

- i. Consultant shall obtain AppPoints on SMART's behalf to provide continued access to SMART's Maximo® applications in both production and development environments, provide related solutions and provide continued access to SMART's data.
- ii. System software upgrades are included in the annual AppPoints cost.
- iii. Consultant shall provide AppPoints for the software used with SaaS for the number of Concurrent Users Upon termination of

contract agreement.

- iv. SMART has no continued right to the AppPoints.

A Task Order will be issued for this work. Work under this section cannot begin until July 1st, 2026.

D. On-Call Support

SMART may require additional system development, configuration, and advisory services not included in the Transition of Services, Monthly Monitoring and Maintenance Support Services, and Management of Maximo® Software Licensing tasks.

SMART will issue Task Orders for work in this category. Each Task Order shall clearly identify the scope of work required, the deliverables and performance expectations, and timelines for completion of work. Task Orders shall be mutually agreed upon by both SMART and Consultant.

On Call support requests from SMART will be typically handled as follows:

- i. Log a service request into the Service Provider's ticket tracking system.
- ii. Acknowledge via email the receipt of the incident or change request from SMART.
- iii. Respond to the email request within the time parameters and according to the severity of the incident or change indicated by SMART, as defined in the agreement.
- iv. Provide SMART with updates from the incident or change request.
- v. Provide SMART with details about the resolution of the incident or change in accordance with the times listed in agreement.
- vi. If an outage is required as part of completing a support task, notify SMART when a resolution or request plan is identified.
- vii. Provide a schedule to SMART with a proposed start and completion date and time. If additional support services hours are needed to facilitate the request, notify SMART in writing for approval.

- viii. Request sign off acceptance of the resolution from SMART, once issue has been resolved, at which time the request.

Task Orders will be issued for work required. Work under this section cannot begin until July 1st, 2026.

E. Optional Project 1 - Integration of IBM Maximo® (Current Version) with Oracle Database/ERP (Current Version)

SMART is considering integration of its Inventory System-of-Record and Asset Management System (IBM Maximo®) with its Financial System-of-Record (Oracle Fusion Cloud Enterprise Resource Planning System).

Consultant shall be responsible for the following services under this project:

- i. Evaluate integration needs and use cases (e.g., work orders, assets, procurement, financials). Define integration objectives, data flows, and business rules.
- ii. Develop integration architecture (middleware, APIs, database-level links, etc.)
- iii. Identify integration method (e.g., REST APIs, Web Services, Oracle Business Events).
- iv. Define data mapping between Maximo® and Oracle entities, which may include collaboration with SMART's third-party Oracle support Consultant.
- v. Set up Oracle APIs or middleware (e.g., Oracle Integration Cloud, WebLogic).
- vi. Develop custom adapters or scripts if necessary.
- vii. Implement security protocols (authentication, encryption, access control).
- viii. Perform unit, system, and integration testing.
- ix. Validate data integrity and flow between systems.
- x. Conduct User Acceptance Testing (UAT) with key stakeholders.

- xi. Deploy the integration solution to production.
- xii. Migrate relevant data and ensure continuity.
- xiii. Conduct final verification and performance check.
- xiv. Provide detailed technical documentation for the integration.
- xv. Deliver training sessions for SMART's IT staff and system end-users.
- xvi. Provide support for twelve (12) weeks post-deployment.
- xvii. Address bugs, performance issues, and change requests.

Assumptions:

- i. Oracle and Middleware Responsibility: SMART and its third-party Oracle support consultant will handle of all Oracle Fusion Cloud ERP configuration, API publishing, and middleware setup (if any is introduced).
- ii. Current Environment: The integration will connect SMART's existing IBM Maximo® Version 7.6 (SaaS) with Oracle Fusion Cloud ERP Version 25D.
- iii. Current Architecture: SMART currently does not use a middleware application. The Maximo® team will configure direct API connections (e.g., REST APIs, Web Services) via the Maximo® Integration Framework (MIF).
- iv. Phased Approach: The project will utilize a phased integration approach, starting with a read-only synchronization (Phase 1) before moving to bi-directional integration (Phase 2).

If SMART determines to proceed with this project, a Task Order shall be issued. Work under this section cannot begin until July 1st, 2026.

F. Optional Project 2 - Update Maximo® to Current Version

SMART is considering updating its current version of IBM Maximo® to the most recent version.

Consultant shall be responsible for the following services under this project:

- i. The update will ensure compatibility with current technologies, enhance system performance, security, and maintainability, and provide users with access to new features and improvements.
- ii. Review current system configuration, architecture, and dependencies.
- iii. Identify potential upgrade risks and develop a mitigation plan.
- iv. Create a rollback/backup plan in case of issues during the upgrade.
- v. Prepare a staging/test environment mirroring production.
- vi. Install and configure the latest version of software in the test environment.
- vii. Validate environment readiness (hardware, OS, database, network).
- viii. Backup production data and configuration files
- ix. Migrate configurations, custom code, and integrations as required.
- x. Resolve any compatibility issues or deprecated features.
- xi. Conduct functional, integration, and regression testing.
- xii. Verify System performance, security settings, and data integrity.
- xiii. Schedule and communicate production deployment window.

- xiv. Perform final data backup.
- xv. Deploy the upgrade into production environment.
- xvi. Monitor system stability post upgrade.
- xvii. Update system documentation to reflect version changes.
- xviii. Provide updated configuration guides and operational procedures.
- xix. Conduct knowledge transfer or training for IT and end-users (if applicable)

Assumptions:

- i. Consultant will own and manage the complete upgrade lifecycle from planning through post-live support.
- ii. Consultant shall provide a fully accountable, single-point responsibility model, eliminating dependence on multiple vendors.
- iii. Consultant shall conduct a comprehensive current-state assessment and upgrade readiness analysis.
- iv. Consultant shall develop a detailed upgrade, roadmap, timeline, and risk mitigation strategy.
- v. Consultant shall handle environment setup (Dev, Test, Prod) and ensure alignment with best practices.
- vi. Consultant shall perform end-tend upgrade execution, including configurations, customizations, and integrations.
- vii. Consultant shall manage data validation, integrity checks, and migration activities.
- viii. Consultant shall execute full testing cycle (Unit Testing, SIT, UAT, Regression Testing).
- ix. Consultant shall provide performance tuning and system optimization post-upgrade.

- x. Consultant shall ensure minimal downtime and business disruption through structured cutover planning.
- xi. Consultant shall deliver comprehensive documentation and knowledge transfer to SMART Team.
- xii. Consultant shall provide post-go-live hypercare support to stabilize the system and resolve any issues quickly.
- xiii. Consultant shall leverage it's proven experience in Maximo® to MAS upgrades and cloud transformations.
- xiv. Consultant shall align upgrade with future scalability, AI capabilities, and long-term asset management strategy.

If SMART determines to proceed with this project, a Task Order shall be issued. Work under this section cannot begin until July 1st, 2026.

IV. Response Times

The response time and time-to-resolution will be based on the priority of the issue or incident. The response times are listed below.

Table A. Response Times

Severity level of Ticket	Response Interval for Initial Ticket	First Technical Response	Update Response Interval	Estimated Resolution Time
1	Immediate acceptance	Within 30 minutes	1 hour	Within 6 hours
2	Immediate acceptance	Within 1 hour	1 hour	Within 1 business day
3	Immediate acceptance	Within 4 hours	48 hours	Within 7 business days
4	Immediate acceptance	Within 8 hours	48 hours	Within 14 business days

Table B. Severity Levels and Associated Criteria (Indicators)

Severity and Impact	Indicators
4 - Critical	<ul style="list-style-type: none"> • High visibility • Large number of orders or customers affected • Affects online commitment • Major impact on revenue • Major component not available for use • Major loss of functionality • Problem cannot be bypassed • No viable or productive work around available
3 - Serious	<ul style="list-style-type: none"> • Moderate visibility • Moderate to large number of users or devices affected • Potentially affects online commitment • Serious slow response times • Serious loss of functionality • Moderate impact on revenue • Limited use of product or component • Component continues to fail -intermittently down for short periods, but repetitive • Few or small files lost • Major access down but a partial backup exists
2 - Moderate	<ul style="list-style-type: none"> • Low to medium visibility • Low order or customer or device impact • Low impact on revenue • Limited use of product or component • Minimal loss of functionality
1 - Minimal	<ul style="list-style-type: none"> • Low or no visibility • Single client device affected • Few functions impaired • Preventative maintenance request

IV. Acceptance Criteria

Upon successful completion of work, the SMART Manager shall provide written acceptance via email and recommend submission of the invoice for review.

Any defective work performed by Consultant that does not conform to the requirements of this Agreement or subsequently issued Task Orders shall be replaced by the Consultant at no additional cost to SMART.

**EXHIBIT B
SCHEDULE OF RATES**

A. Transition of Services (Onboarding)

Transition fees are waived given SMART has opted for a three (3)-year agreement commitment with two (2) one-year options to extend at SMART's sole discretion.

B. Monthly Monitoring and Maintenance Support Services

Year 1: Ongoing maintenance fees are waived given SMART has opted for a three (3)-year agreement commitment with two (2) one-year options to extend at SMART's sole discretion.

Years 2 and 3:

Description	Fixed Fee (USD)
Total Monthly Fixed Fee	\$7,600.00/month

Years 4 and 5:

Rates shall be fixed for the initial three-year term of the Agreement. Upon completion of the initial three-year term, and prior to the commencement of each optional term of this Agreement, Consultant may, upon 60 days written notice to SMART, request an increase in the fee equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. If Consultant does not submit a request at least 60 days before the start of the succeeding Agreement year, Consultant waives any CPI increase for the optional term.

C. Management of Maximo® Software Licensing

Description	Quantity	Unit Cost (USD)	Total Cost (USD)
ZIMS using IBM Maximo® AppPoints (Year 1)	185	\$531.32	\$98,294.20
ZIMS using IBM Maximo® AppPoints (Year 2)	185	\$531.32	\$98,294.20
ZIMS using IBM Maximo® AppPoints (Year 3)	185	\$531.32	\$98,294.20
ZIMS using IBM Maximo® AppPoints (Year 4, if utilized)	185	\$531.32	\$98,294.20
ZIMS using IBM Maximo® AppPoints (Year 5, if utilized)	185	\$531.32	\$98,294.20

Pricing Notes

- Bundled Offering includes:
 - Cloud Hosting (Z-Cloud)
 - 1 Production Environment
 - 2 Non-Production Environments
 - 1 TB Storage
 - Managed Services (40 Hours Bucket/Year)

Adjustments to the Annual Base AppPoints Model

- Years 1-3: Additional AppPoints required above the Base quantity of 185 will be charged at \$531.32 per AppPoint.
- Years 4 and 5: Additional AppPoints required above the Base quantity of 185 will be charged at cost with receipt documentation.

D. On-Call Support Services

Consultant shall perform services under this task on a time and materials basis in accordance with the rates herein.

- Labor shall be invoiced based on the classification and hourly rates listed in the below table.

Classification	Hourly Rates
Project Manager	\$160.00
Maximo Functional Consultant	\$95.00
Maximo Technical Consultant	\$175.00
Maximo Integration Architect	\$105.00
QA Lead	\$75.00
Trainer	\$150.00
Maximo Infra Admin	\$80.00
Training Content Developer	\$90.00

- Materials, if any, shall be invoiced at cost with receipt documentation.
- Travel Costs, if any, must be pre-approved in writing and be in accordance with SMART's current Travel Guidelines for Contractors.
- Personnel Rates shall be fixed for the initial three-year term of the Agreement. Upon completion of the initial three-year term, and prior to the commencement of each optional term of this Agreement, Consultant may, upon 60 days written notice to SMART, request an increase in the fee equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. If Consultant does not submit a request at least 60 days before the start of the succeeding

Agreement year, Consultant waives any CPI increase for the optional term.

E. Optional Project 1 - Integration of IBM Maximo® (Current Version) with Oracle Database/ERP (Current Version)

Description	Fixed Fee (USD)
Total Fixed Fee – Integration	\$270,000.00

F. Optional Project 2 - Update Maximo® to Current Version

Description	Fixed Fee (USD)
Total Fixed Fee – Upgrade (Services)	\$300,000.00