

AGREEMENT FOR SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION AND PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **MaintStar, Inc.**, a **Corporation**, with its principal place of business at **3510 Turtle Creek Blvd. Unit 17B, Dallas, TX 75219**, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional **Enterprise Asset Management SaaS** contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional **Enterprise Asset Management SaaS** contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the **Enterprise Asset Management SaaS** as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. **VENDOR INFORMATION:**

Vendor's Name: **MaintStar**

Address: **3510 Turtle Creek Blvd.**

City: **Dallas** State: **TX** Zip: **95219**

Business Phone: **800.255.5675 ext. 110**

Other Contact Number: _____

Business License Number: _____

Federal Tax I.D. Number: **33-015817**

2. **VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from **09-01-2025 to 12-31-2030** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.
- E. Future Purchases and Purchase Orders.
 - a. Future Purchases: The City may purchase additional services from the Vendor based on future quotes provided by the Vendor. Such purchases will be governed by the terms of this Agreement unless both parties agree otherwise in writing
 - b. Purchase Orders: Future quotes, once accepted by the City, will serve as purchase orders and become binding under this Agreement. These purchase orders will outline the agreed pricing, descriptions, quantities, delivery requirements, and any special terms related to the services being purchased.
 - c. Governance of Terms: In the event of any conflict between the terms of this Agreement and the terms specified in the purchase order, the terms of this Agreement shall govern, except where the purchase order provides additional detail or specificity not addressed herein.
- F. Termination Rights. Notwithstanding any provision to the contrary in any appended documents, the City's right to terminate this Agreement for cause or convenience, as specified in this Agreement and Exhibit C, shall prevail over any conflicting termination or refund provisions.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Eric Sabato, Tony Sheppard.**
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Vice President of Sales**, or his or her designee, to act as its representative for the performance of this Agreement

(“Vendor’s Representative”). Vendor’s Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor’s Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City’s general liability

insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the

direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation,

notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.
5. Cyber Risk or Security Insurance

Minimum Limits of Insurance:

- a. **General Liability Insurance.** Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, subcontractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. **Automobile Liability**
 - \$1,000,000 per accident for bodily injury and property damage
- c. **Employer's Liability (Worker's Compensation)**
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- d. **Workers' Compensation insurance policy:** In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. **Professional Liability (Errors and Omissions):** Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. **Cyber Risk or Security Insurance:** The Vendor shall maintain, at its own expense, a comprehensive cyber security insurance policy with coverage limits of no less than \$2,000,000 per occurrence and \$10,000,000 in aggregate. This policy shall cover, but not be limited to, data breaches, cyber-attacks, and other cyber-related incidents that may result in the unauthorized access, use, or

disclosure of Customer Data. The Vendor shall provide the Customer with a certificate of insurance evidencing such coverage upon request and shall notify the Customer in writing at least thirty (30) days prior to any cancellation or material change in the policy. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
 2. Additional Insured endorsement for auto liability coverage
 3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- T. Termination. The following clauses apply:
1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least sixty (60) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
 2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the

performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.

4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

MaintStar, Inc.
1278 Glenneyre Street #405
Laguna Beach, CA 92651
Attn: **Eric Sabato, Vice President of Sales**

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: **Strategic Initiatives Manager,
City Manager's Office**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by Vendor for work performed under this Agreement:
 - 1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.
 - 2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
 - 3. Davis-Bacon Act. Vendor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
 - 4. Contract Work Hours and Safety Standards Act. Vendor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts

over \$100,000 for construction and non-construction services under this Agreement.

5. Patent Rights. The City retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The City and Vendor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The City retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize to others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.
7. Access to Records. Vendor shall provide access to the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.
8. Record Retention. Vendor shall retain all required records for three years after City makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
9. Environmental Compliance. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.
10. Energy Conservation. Vendor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

4. PURCHASE, SALE, AND DELIVERY OF GOODS:

This Agreement includes provisions for the sale and delivery of goods in conjunction with the services provided herein. The City (the 'Buyer') and the Vendor (the 'Seller') agree to the following terms for these transactions:

- A. Description of Goods: The specific goods to be sold and delivered under this Agreement shall be as described in Exhibit "D" or, for future transactions, as specified in the Vendor's purchase order, which, once accepted by the City, shall be binding and incorporated into this Agreement by reference.
- B. Obligation to Sell and Purchase: Seller agrees to sell, and Buyer agrees to purchase, the goods described in Exhibit "D" or the Vendor's purchase order pursuant to the terms and conditions set forth in this Agreement.
- C. Delivery and Inspection: Seller shall deliver the goods to Buyer's designated location as specified in this Agreement. Buyer shall have the right to inspect the goods upon delivery to ensure they conform to the agreed specifications. Any discrepancies or defects must be reported to Seller within thirty (30) business days of delivery, after which Buyer shall be deemed to have accepted the goods.
- D. Payment: Payment for the goods shall be made by Buyer to Seller upon the satisfactory delivery and acceptance of the goods, at the price and in the manner specified in Exhibit "C" of this Agreement.
- E. Risk of Loss: The risk of loss or damage to the goods shall pass from Seller to Buyer upon delivery and acceptance of the goods by Buyer.
- F. Warranties: Seller warrants that the goods supplied under this Agreement shall be free from defects in material and workmanship and shall conform to the specifications described in Exhibit "D" or the Vendor's purchase order. Should any of the goods fail to meet these warranties, Seller shall, at Buyer's option, replace the defective goods or refund the purchase price for such goods.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Vendor

BY: _____

City Manager

Date

BY: _____

TITLE: _____

(President or Vice President)

BY: _____

TITLE: _____

(Corporate Secretary)

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$30,000)

Date

EXHIBIT A

VENDOR SCOPE OF SERVICES

The vendor's scope of services begins on the next page.

DRAFT

PROJECT OVERVIEW

Introduction

This Scope of Work details the team, software, and services needed to successfully deploy MaintStar Enterprise Asset Management System (EAMS) for the City of Moreno Valley. It details the project phases, milestones, and timeline proposed for a successful and timely implementation. Tony Sheppard is the MaintStar Project Manager and principal point of communication for this project.

Project Team

Tony Sheppard, Senior Project Manager

Madeleine Tecci, Project Manager

Vladimir Buskin, Chief Engineer

Victor Reinhart, Database Engineer/GIS Engineer

Trey Tran, Integration Engineering Tier I

David McElroy, Director of Training, Project Sponsor

Kadrick Everson, Dedicated Support Engineer

Project Goals

MaintStar EAMS is a holistic Enterprise Asset Management system designed for strategic management of all assets core to an organization's purpose such as roads, vehicles and fleets, railways, airports, water systems, utilities, facilities, parks and recreation, and ports. The City of Moreno Valley deployment will include the following assets, modules, and functionality. Implementation will encompass any segmentation, divisions, and workgroup structures necessary for simplicity of use and security.

Application Implementation

- Stormwater
- Roads and Streets
- Fleet Management
- Facilities Management
- Parks and Recreation
- Utilities
- Lifecycle Maintenance Operations (Preventive and Prescription Maintenance)

- Work Request/Work Order Management
- Inventory, Materials and Procurement Management
- Project Management - Budget and Forecasting
- MaintStar EAMS Public Service Request Portal
- EAMS Foundation - Security, Reports, KPI Dashboards, Administration

Professional Services Performed

The MaintStar Project Team with guidance from the City of Moreno Valley Project Team, will provide these services.

- Provide a dedicated, secure AWS GovCloud MaintStar EAMS hosting infrastructure.
- Identify and inventory all City of Moreno assets, data, and processes from legacy sources, including Assets, Work Orders, Business Processes, Security and User Access, Reporting Requirements, and Configuration.
- Extract all legacy data, perform transform and load into MaintStar EAMS
- Deploy and connect standard interfaces to ESRI ArcGIS, Microsoft Exchange 365, and Microsoft Active Directory SSO.
- Define, develop, document, connect, and deploy custom interfaces as contracted for by the City of Moreno Valley.
- Track and validate the EAMS operation against a Requirements Traceability Matrix (RTM)
- Actively suggest and confirm the deployment of operation efficiencies and tools to increase productivity and ease of EAMS use.
- Once EAMS is validated and approved, transition the system into a smooth, trouble-free production operation.
- Complete the project to the contracted cost and approved schedule.

Methodology

To facilitate and achieve the Project Goals, the MaintStar Project Team will develop a Project Plan, including a Work Breakdown Schedule (WBS). MaintStar recognizes that each project is unique and the Project Plan will consist of the following details: work descriptions, objectives, tasks, inputs, outputs/deliverables, assumptions, and responsibilities.

Governance

Project governance is the management framework within which Project decisions will be made. Project governance will provide a decision-making approach that is logical, robust, and repeatable.

To maintain project cadence and efficient decision-making, the MaintStar Project Manager and City of Moreno Valley Project Lead will collaborate to resolve Project challenges according to defined escalation paths. MaintStar Project Manager is provided with reach-back authority to deploy additional resources, and the City of Moreno Valley stakeholders provide an escalation point to triage any issues before further escalation.

Requirements Review and Change Process

EAMS requirements will be reviewed, finalized, and validated by MaintStar and Moreno Valley Project Teams (including subject matter experts (SMEs)), facilitated through a Requirements Traceability Matrix.

During deployment, additional requirements may be identified. Through the Organization Change Management process, these requirements will be documented and analyzed for any project impact. The MaintStar and Moreno Valley Project Teams will make mutual decisions regarding new requirements, including in or out of project scope, and determine if they are included in the Project Plan.

Management of Scope and Project Change

ANSI/PMI Project Management provides guidance and standards to facilitate analysis and management of the project scope and change.

- Risk
- Fiscal Implications
- Business Value
- Benefits Realized

MaintStar and Moreno Valley Project Teams will continuously communicate, cooperate, and remain cognizant of these factors and their impact on the project for the complete duration of the project. To maintain a system of record, scope or project changes (including decision analysis) will be retained in the Project Management Tool.

Acceptance Process

To maintain project cadence and ultimate success coordination of the validation and acceptance process is essential. The Moreno Valley Project Lead will strive to gain deliverable and decision

approvals from all authorized representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. The assignment of each proxy will be the responsibility of the leadership from each department. The proxies will be named individuals with the authorization to make decisions on behalf of their department.

PROJECT PLANNING AND MANAGEMENT

MaintStar will provide the City of Moreno Valley with a dedicated Project Manager, Tony Sheppard, and a professional implementation team. In consideration of EAMS requirements, custom interfaces, and project timelines, a project plan will be developed, mutually approved, and consisting of the following:

- Kick Off Meeting
 - Project Team Introductions
 - Timelines and Deliverables
 - Establish Meeting and Project Reporting Intervals
- Infrastructure and EAMS Preparation
 - Establish the dedicated, secure AWS GovCloud MaintStar EAMS hosting infrastructure
 - Configure EAMS foundation, report engine, email, attachments, and core settings
 - Prepare and configure EAMS specific modules for Moreno Valley
- Requirements and Business Process Analysis
 - Assessment of existing system and operational processes and procedures (As-Is)
 - GAP analysis and documentation of process improvement opportunities (To-Be)
 - User Interviews and requirements documentation (RTM)
 - Assessment of existing system and operational processes and procedures (As-Is)
- Data Analysis and Conversion
 - Identify and obtain extraction of all legacy data sources
 - Develop database crosswalk and mapping document
 - Conduct a test import of work orders and assets
 - Data validation against legacy records
 - Perform conversion of legacy data
 - Setup and Configuration of the following Workgroups:
 - Stormwater
 - Roads and Streets

- Fleet Management
- Facilities Management
- Parks and Recreation Management
- Utilities Management

- Module Provisioning, Implementation and Configuration
 - Workgroup setup
 - Asset Strategy (condition ratings)
 - User and Trades and Setup Tables
 - Security Group creation
 - Screen Configurations
 - Work Order and Request customization
 - Preventative Maintenance Routines
 - Inventory Configuration
 - Connect Standard Interfaces
 - Standard Interface Connection ESRI GIS
 - MS Exchange 365
 - MS Active Directory SSO
 - Custom Interfaces as contracted
 - Tyler New World ERP
 - Tyler MyCivic Application
 - MS Dynamics CRM
 - Laserfiche DMS
 - Accela Civic Platform
 - ArcGIS Survey 123
 - Road AI (batch mode exchange)
 - Labor, Equipment and Materials
 - Reports, KPI Dashboards, and Queries

- User Acceptance Testing
- Milestone Sign Off
- Go Live and Post Go Live Support

Shared Responsibilities

MaintStar will provide dedicated and professional staff to ensure project success. In the unlikely event, that a team member change is required, MaintStar will notify Moreno Valley and seek approval.

MaintStar requests the City of Moreno Valley provide primary and designated backup staff with sufficient time and technical proficiency. Both team members will be introduced, and roles explained during the initial project kickoff meeting. The City of Moreno Project Lead can coordinate meeting attendees for efficient use of personnel time.

To facilitate database extraction, transform, and load (ETL) into MaintStar EAMS, the MaintStar Team will require timely data exports or access to existing databases, applications, and data sources.

MaintStar Project Hour Estimates

- Program Management - 20 Hours
- Project Manager - 240 Hours
- Implementation - 120 Hours
- Configuration – 200 Hours
- Custom Integration - 40 to 240 Hours (based on final selection)
- Data ETL – 80 Hours
- Report Development – 40 Hours
- Validation Testing – 60 Hours
- Training and Documentation – 60 Hours
- Transition to Production – 40 Hours

Total Estimated Hours: 900 to 1100 Hours

City of Moreno Valley Project Hour Estimates

Throughout the project, the following City staff resources may be required. All efforts will be made to coordinate project phases with the City of Moreno Valley stakeholders to make optimal use of City resources. The chart below provides a list of typical resources and time expectations.

- Project Manager - 100 Hours
- Implementation – 60 Hours
- Configuration – 80 hours
- Custom Integration – 20 to 80 Hours
- Data ETL – 20 Hours
- Report Development – 20 Hours
- Validation Testing – 60 Hours
- Training and Documentation – 40 Hours
- Transition to Production – 40 Hours

Total Estimated Hours: 440 to 500 Hours

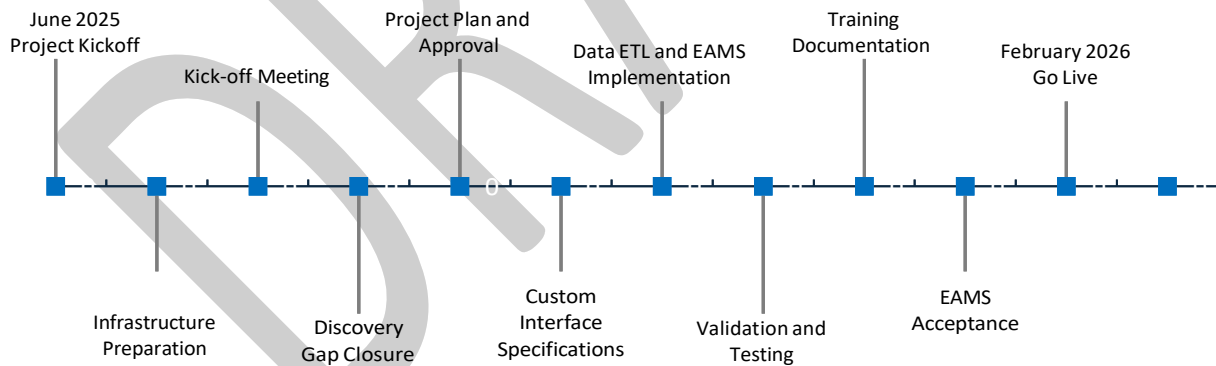
These estimates are not fixed and to provide the City of Moreno Valley with resource expectations. Both parties should be aware that occasionally additional resources may be needed to overcome unexpected changes or obstacles. MaintStar will do its best to perform resource leveling and loading throughout the project to maintain cadence and manage resources effectively.

Access to legacy data sources and existing applications designated for integration is crucial to maintaining the project's schedule. MaintStar's Project Team will do its best to provide collaborative tools to maximize City resources and allow contribution at the best time of day.

Meetings and Updates

Regularly scheduled meetings are critical to ensure continuous two-way communication, expectation management, achievements, and approaching project milestones. MaintStar recommends two weekly scheduled meetings to discuss actions, issues, and timely project-related items. At a minimum, project managers and technical leads should be available for these meetings. The City Project Lead can manage attendees to avoid normal workload obligations for the technical leads.

Proposed Project Timeline



Milestones and Phases

1. Planning and Discovery
2. Design
3. Configuration
 - Standard Integration
 - Custom Integration

- Screen Customization
 - Workflow and Processes
4. Data ETL
 5. User Acceptance
 6. Training and Transition
 7. Go Live and Operations

TRAINING, TRANSITION AND SUPPORT

Training Plan and Method

End-user training is a critical part of any successful software implementation. The MaintStar Team will create a training plan and associated training documentation. The City of Moreno Valley will approve the final training plan.

The majority of training will be performed on the City of Moreno test environment to provide the most accurate and smooth transition for users to production. Training will use the shadow method (show you-show me) to provide training metrics and confirm the acquisition of user skills.

Five (5) days of onsite training and optional web conference training will be provided to ensure staff is prepared for the production deployment of EAMS. The training schedule will include sufficient lead time to ensure both parties can provide adequate resources, attendance, and appropriate materials/documentation.

Transition to Production

After training, both Project Teams will initiate the transition to production (Go-Live) plan. The transition will include a final assessment that all aspects of EAMS are ready for transition and operating properly. An emphasis is placed on all public-facing modules (MaintStar EAMS Service Request Portal). Transition will include a discussion of enduring operations, and how support and assistance are to be provided (including training refreshes and operational assistance). Readiness testing should be iterated as necessary to ensure a successful transition. Readiness test includes:

- Conditions for Transition: City of Moreno Valley acceptance of reports, screen customizations, data import, asset and asset type setup, workgroup configuration, user accounts, work request and portal setup, and critical setup tables.

- Pre-requisites for Transition: Subject Matter Expert crossover training, end-user training, access to the legacy database, the City of Moreno Valley communications and outreach to any points of impact (internal/external customers/contractors), risk assessment, and mitigation.
- System Transition: MaintStar to run the final conversion, usually on a Thursday and Friday, reserving Saturday and Sunday for any unforeseen discoveries or adjustments. MaintStar advises the City of Moreno to shut down the legacy EAM system(s) during this time and commit to running on paper. This process will avoid any legacy and EAMS system data discrepancies.
- Post Transition: MaintStar Project Team and Support will be available to provide production support. The City of Moreno Valley can schedule the retirement of the legacy system.

On-Going Support and Operations

To ensure a seamless hand-off to MaintStar Ongoing Support Services, thirty (30) days following the EAMS production cutover, MaintStar will provide direct support to the customer to ensure the application performs as expected. This support will be coordinated through regular meetings with the Project Team(s). Additionally, the City of Moreno Valley will be introduced to its Dedicated Support Engineer (DSE).

After thirty (30) days of trouble-free post-cutover operations the City of Moreno Valley will transition to the regular support model, as outlined below.

MaintStar Support Response Metrics	
Support Hours	6 AM - 5 PM PST Monday – Friday. See Observed Holidays
Tier I - Critical Unavailable System System Breach	Response < 15 minutes Resolution < 45 minutes
Tier I - Issues	Client may contact their DSE (24x7) for any Tier 1 issue via SMS message
Tier II - Crucial Function Unavailable	Response < 45 minutes Resolution < 90 minutes
Tier III - Support Level Routine Support	Response < 120 minutes Resolution < One business day

MaintStar Support - Observed Holidays	
1.	New Year's Day
2.	Martin Luther King Jr. Day
3.	Memorial Day
4.	Juneteenth Day

5.	Independence Day
6.	Labor Day
7.	Veterans Day
8.	Thanksgiving Day
9.	Day after Thanksgiving
10.	Christmas Day

MaintStar Infrastructure Availability Warranty*	
Monthly Uptime	Credit
Greater than or equal to 99.95%	None
Less than 99.95% but greater than or equal to 99.0%	15% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to 95%	35% of pro-rated monthly hosting
Less than 95.0%	100% of pro-rated monthly hosting
*Uptime is calculated on a calendar month basis as $U=O/(M-P)*100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.	

Reporting Issues and Service Requests

Customers can report issues in four ways:

- Utilize the Issue Tracker within the MaintStar EAMS
- Call Support at (800) 255-5675 - Non-Tier I
- Contact their DSE - Tier I
- Visit Support.Maintstar.com

Project Closeout

Project Closeout signifies final EAMS acceptance and formal closing of the Project and that all project goals and objectives are achieved. At this time, the City of Moreno Valley may elect to pursue additional features, new requirements, continuous improvement Projects, interfaces, or build upon EAMS in general. Project closeout requires:

- Mutual confirmation that no pending issues remain for the project teams to resolve.
- Determine a proper knowledge transfer to the City of Moreno Valley teams for key processes and subject areas has occurred.

EXHIBIT B

CITY RESPONSIBILITIES

Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City.

1. Furnish the Consultant access to all City systems, areas, locations, or buildings which are pertinent to services to be performed by the Consultant.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

DRAFT

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation shall not exceed **\$872,226.30**.
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the **Technology Services Division** [Technology Services Division](mailto:tsenterprisesystems@moval.org) at tsenterprisesystems@moval.org or calls directed to (951) 413-3428.(951) 413-3428.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts

without detail are not acceptable.

DRAFT

6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
9. Liquidated Damages for Non-Performance. The Vendor shall complete all work within the required timeframes, schedules, and performance intervals as set forth in this Agreement, the Scope of Work, or as directed by the City. If the Vendor fails to meet these performance obligations, the City may assess liquidated damages in the amount of **1% of the total contract price per working day for each working day the deficiencies remain uncorrected.**

The Vendor acknowledges that actual damages resulting from such delays would be difficult to ascertain and agrees that this amount represents a reasonable pre-estimate of the City's costs and impacts due to non-performance. Such liquidated damages shall be deducted from progress payments. If the remaining unpaid contract price is insufficient to cover the full amount, the Vendor shall be responsible to pay the difference.

The City retains the right to issue a Change Order reducing the contract price, require acceleration of performance at the Vendor's expense, or pursue any other legal remedy, including collection from the Vendor, its insurance, or surety. The City shall provide written notice to the Vendor before assessing liquidated damages. Liquidated damages shall not be assessed for delays caused by the City or circumstances beyond the Vendor's reasonable control.

Neither the City's failure nor delay in deducting liquidated damages from payments due to the Vendor, nor City's failure or delay in notifying Vendor of the accrued liquidated damages, shall be deemed a waiver of City's right to enforce this section. The imposition of liquidated damages shall not limit City's ability to seek additional remedies for Vendor default, including termination of this Agreement if non-performance persists.

10. Vendor Compensation and Rate Adjustment. Vendor's compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Vendor makes its performance contingent upon a rate increase, the Vendor commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is

subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.

DRAFT

EXHIBIT C – PRICE AND COMPENSATION

City of Moreno Valley

MaintStar Software Licensing				
Line Item	Qty	Description	Unit Price	Ext. Price
1	1	EAMS Enterprise Site Software License Fee Enterprise Asset Management System <ul style="list-style-type: none"> • Asset Management (Stormwater) • Asset Management (Road and Streets) • Asset Management (Fleet) • Asset Management (Facilities) • Asset Management (Parks and Recreation) • Asset Management (Utilities) • Preventative Maintenance/Inspections • Work Request/Work Order Management • Inventory, Materials and Procurement Management • Project Management - Budget and Forecasting • Reports and KPI Dashboards • MaintStar Mobile 	\$ 95,000.00	\$ 95,000.00
2	1	EAMS Public Service Request Portal	Included	Included
		TOTAL LICENSING		\$ 95,000.00

MaintStar Professional Services - Implementation				
Line Item	Qty	Description	Unit Price	Ext. Price
1	1	Project Management	\$ 30,000.00	\$ 30,000.00
2	1	Operational Assessment and Gap Analysis	Included	Included
2	1	Configuration and Implementation	\$ 95,000.00	\$ 95,000.00
3	1	Data Extract, Transform, Load (ETL)	\$ 25,000.00	\$ 25,000.00
4	1	Training – 5 Days On-Site	\$ 15,500.00	\$ 15,500.00
		TOTAL PROFESSIONAL SERVICES		\$ 165,500.00

MaintStar Professional Services - Integration				
Line Item	Qty	Description	Unit Price	Ext. Price
1	1	ESRI ArcGIS	Standard	\$ 0.00
2	1	Microsoft Exchange 365/Office	Standard	\$ 0.00
3	1	Microsoft Active Directory SSO	Standard	\$ 0.00

		TOTAL PROFESSIONAL SERVICES		\$0.00
--	--	------------------------------------	--	---------------

MaintStar First Year Total Summary

Line Item	Qty	Description		Ext. Price
		TOTAL FIRST YEAR COSTS – MAINTSTAR EAMS		\$ 260,500.00

MaintStar Payment Milestones

1		Milestone 1 - Project Commencement License Due at Commencement		\$ 95,000.00
2		Milestone 2 – Project 90 Days 50% of Professional Services		\$ 82,750.00
3		Milestone 3 – Project Go Live 50% of Professional Services		\$ 82,750.00
		TOTAL FIRST YEAR COSTS – MAINTSTAR EAMS		\$ 260,500.00

MaintStar Professional Services - Single Annual Recurring *

Line Item	Qty	Description		Ext. Price
1	1	Year 1 Annual Recurring – License, Hosting, Support, Upgrades		\$ 0.00
2	1	Year 2 Annual Recurring – (adjustment 3.5% CPI) License, Hosting, Support, Upgrades		\$ 98,325.00
3	1	Year 3 Annual Recurring – (adjustment 3.5% CPI) License, Hosting, Support, Upgrades		\$ 101,766.00
4	1	Year 4 Annual Recurring – (adjustment 3.5% CPI) License, Hosting, Support, Upgrades		\$ 105,328.00
5	1	Year 5 Annual Recurring – (adjustment 3.5% CPI) License, Hosting, Support, Upgrades		\$ 109,014.00
		FIVE YEAR TOTAL		\$ 414,433.00

* Upon the anniversary of each contract year, the annual adjustment for CPI is set to 3.5%

EXHIBIT C – OPTIONAL CUSTOM INTERFACES

City of Moreno Valley

MaintStar Professional Services - Custom Integration - Development				
<u>Line Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Tyler Technologies New World ERP - Tier I	\$ 12,500.00	\$ 12,500.00
2	1	Tyler Technologies MyCivic App. - Tier I	\$ 12,500.00	\$ 12,500.00
3	1	Microsoft Dynamics CRM - Tier I	\$ 12,500.00	\$ 12,500.00
4	1	Laserfiche DMS - Tier I	\$ 12,500.00	\$ 12,500.00
5	1	Accela Civic Platform - Tier I	\$ 12,500.00	\$ 12,500.00
6	1	ArcGIS Survey 123 - Tier I	\$ 12,500.00	\$ 12,500.00
7	1	Road AI (Batch File Exchange) Tier II	\$ 9,500.00	\$ 9,500.00
		TOTAL PROFESSIONAL SERVICES DEVELOPMENT		\$ 84,500.00

MaintStar Professional Services - Custom Integration - Annual Ongoing Support				
<u>Line Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Tyler Technologies New World ERP - Tier I	\$ 3,500.00	\$ 3,500.00
2	1	Tyler Technologies MyCivic App. - Tier I	\$ 3,500.00	\$ 3,500.00
3	1	Microsoft Dynamics CRM - Tier I	\$ 3,500.00	\$ 3,500.00
4	1	Laserfiche DMS - Tier I	\$ 3,500.00	\$ 3,500.00
5	1	Accela Civic Platform - Tier I	\$ 3,500.00	\$ 3,500.00
6	1	ArcGIS Survey 123 - Tier I	\$ 3,500.00	\$ 3,500.00
7	1	Road AI (Batch File Exchange) Tier II	\$ 3,000.00	\$ 3,000.00
		PROFESSIONAL SERVICES ANNUAL SUPPORT		\$ 24,000.00

EXHIBIT C – OPTIONAL MOBILE CITIZEN™

City of Moreno Valley

MaintStar Professional Services - Mobile Citizen™				
<u>Line Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Mobile Citizen Configuration and Implement One Time Fee	\$ 9,500.00	\$ 9,500.00
		TOTAL PROFESSIONAL SERVICES		\$ 9,500.00

The charts above show that the five-year cost is **\$792,933.00**. We are including a 10% contingency, as large projects often experience scope changes that require additional funding. Examples include data migration or the need for additional system integrations.

<u>Cost Item</u>	<u>Amount</u>
Total 5-Year MaintStar Costs	\$ 792,933.00
10% Contingency	\$79,293.30
Total 5-Year Costs (with Contingency)	\$872,226.30