May 12, 2020

Mr. Larry MacNeil, Compliance Manager
Forty Niners Stadium Management Company, LLC (Stadium Manager)
4900 Marie P. De Bartolo Way
Santa Clara, California 95054

SUBJECT: LCP TRACKER AGREEMENT

Dear Mr. MacNeil,

This letter responds to your May 5, 2020 letter about the LCP Tracker Agreement. In your letter, you misrepresented that I did not want the Stadium Manager to piggyback on the existing City agreement for LCP Tracker and stated that I preferred that you enter into a separate contract. That is not true.

For clarification, the Stadium Authority staff has communicated various times in the past that we are supportive of the Stadium Manager piggybacking on existing City contracts to expedite and streamline the procurement process. This was reiterated in my November 15, 2019 letter where we stated that *"if ManCo is interested in piggybacking on City/Stadium Authority agreements, ManCo should provide the Stadium Authority with categories of services so that we can identify existing vendors that ManCo may want to consider."* I am attaching past letter sent to the Stadium Manager for you to reference and clarify the Stadium Authority's position.

The report attached to the letter is incomplete and is missing key report template sections that are included in each Stadium Authority Board report, such as: Environmental Review, Fiscal Impact, Coordination, Public Contact, and Recommendation. These are standard sections in any report that is presented to a public agency. For your reference, the Stadium Authority sent a sample Board report for the Stadium Manager to use in a September 23, 2019 letter, which included language to include in those sections.

If you would like to have the Board consider the item, the Stadium Manager is required to submit its own report to the Board requesting consideration of whatever action it is that you seek. It is not the Stadium Authority's responsibility to write the Stadium Manager's reports. Additionally, a report due date schedule has already been submitted to the Stadium Manger and you can refer to the deadlines to determine which Board meeting you would like for your item to be considered. As we have stated several times prior, reports must be submitted timely for the Stadium Authority's internal review and agenda production.

Sincerely,

Deanna J. Santana
Executive Director

CC: Brian Doyle, Stadium Authority Counsel

November 15, 2019

Sent Via Email Only

Mr. Jim Mercurio, Stadium Manager
Forty Niners Stadium Management Company, LLC (ManCo)
4900 Marie P. De Bartolo Way
Santa Clara, California 95054

SUBJECT: Procurement Agreements and Forms

Dear Mr. Mercurio:

As a follow up from our Monthly Coordination Meeting yesterday morning and as requested by ManCo staff, I am attaching a copy of the City of Santa Clara's license agreement with LCPtracker. If ManCo wants to procure similar services with LCPtracker, that request will require an agreement and the Stadium Authority Board's approval. The Stadium Authority also has an executed agreement with Bid-Sync, a government bid notification service, that could also be available to ManCo by agreement and the Stadium Authority Board's approval. If ManCo is interested in using Bid-Sync, we can provide the existing agreement for your review.

Additionally, attached find several procurement forms/checklists that serve to streamline the review process, improve ManCo's preparedness, and overall quality control of ManCo's documents prior to submitting them to the Stadium Authority for processing. As we have stated before, the completeness of your submittal will determine whether we can process them timely.

ManCo will need to submit any agenda reports for Stadium Authority Board approval of expenditures related to the 2019 PAC-12 Championship on December 6, 2019 by Monday morning at 9 a.m., November 18, 2019, to ensure that Stadium Authority staff has enough time to prepare for the upcoming December 3, 2019 Stadium Authority Board Meeting. If documents are not complete, we will not process them for Board consideration. Last, as we discussed, if ManCo is interested in piggybacking on City/Stadium Authority agreements, ManCo should provide the Stadium Authority with categories of services so that we can identify existing vendors that ManCo may want to consider.

Sincerely,

Deanna J. Santana
Executive Director

CC: Brian Doyle, Stadium Authority Counsel
       Kenn Lee, Stadium Authority Treasurer

Contract

SOFTWARE SERVICE AGREEMENT

This Agreement ("Agreement") is made this **21ST** day of **JUNE**, 20 **18** between LCPtracker, Inc. ("LCPtracker" herein) and the City of Santa Clara ("LCPtracker's Client").

Name of LCPtracker's Client

Together, in this Agreement, LCPtracker and LCPtracker's Client are called, the "Parties".

The Parties agree as follows:

Section 1.1. Consideration. LCPtracker's consideration supporting this contract is the provision of that which is described herein, LCPtracker's Client's consideration supporting this contract is money payment(s), as described herein.

Section 2.1. Choice of Law. This Agreement shall be governed by the laws of the State of California, and substantive Federal law that governs intellectual property

Section 3.1. Choice of Venue. The Parties agree that any legal action brought pursuant or related to this Agreement shall be brought in the Superior Court of California, for the County of Orange.

Section 4.1. Entire Agreement. This Agreement supersedes any other agreement between the Parties regarding any specific term contained herein.

Section 5.1. License. LCPtracker grants to LCPtracker's Client a non-exclusive, revocable, limited license to use software, owned by LCPtracker. Such software is named "LCPtracker" and "Daily Reporter". Whether the use of LCPtracker software, or both LCPtracker software and Daily Reporter software, is licensed is delineated in Section 6.1, as is the specific use(s) hereby licensed. Herein the software that is the subject of this license is called the "Licensed Software".

Said license can only be used as delineated in this Agreement.

Seetion 5.2. LCPtracker may, at its sole discretion, revoke this license, with or without court approval, if LCPtracker's Client violates this Agreement in any way.

Section 5.3. Any right(s) not expressly granted by this Agreement shall, not be implied; the license granted pursuant to this Agreement permits only the use of the Licensed Software, as expressly delineated in this Agreement.

Section 5.4. The license granted herein is operative as of _____, and

<div align="center">Date of, or condition upon which license begins</div>

continues as allowed herein.

Section 5.5. The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software. LCPtracker further warrants that it has full authority to grant this license.

Section 5.6. LCPtracker's Client acknowledges that the source code, and anything else that underlies the Licensed Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that LCPtracker's Client may ever learn any of the foregoing, LCPtracker's Client agrees to never communicate such to any individual or entity.

Section 5.7. LCPtracker's Client may not sublease, assign, transfer, rent, loan, hypothecate, or in any other way allow anyone other than LCPtracker's Client to use the Licensed Software, without LCPtracker's express, written permission.

Section 5.8. LCPtracker's Client shall indemnify LCPtracker for any claim, liability, damages, expense (including reasonable attorney fees and other litigation costs), or any other loss, arising out of any allegation that the Licensed Software was used by LCPtracker's Client in any way that is inconsistent

with this license. Said indemnification duties begin at the moment said allegation is made, outside of a lawsuit or in a lawsuit.

LCPtracker shall indemnify and hold harmless LCPtracker's Client and its City Council, commissions, officers, employees, volunteers, and agents from and against any claim, liability, damages, expense (including reasonable attorneys' fees and other litigation costs), or any other loss, for which LCPtracker's Client shall become liable arising from LCPtracker's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement.

Section 6.1. Services Licensed & Price. Attached hereto and incorporated herein are Schedules One and Two, Schedule One contains a list of LCPtracker services, each of which is designated by a letter, and sometimes a subcategory number. Each service is priced on Schedule. One. Below is a list, by Schedule One letter designation (along with any applicable subcategory number designations), of the services for which LCPtracker is hereby licensing LCPtracker's Client to use, for that time period designated at Section 5.4. LCPtracker's Client agrees to pay LCPtracker the amount of money that corresponds to the Schedule One letter (and, if applicable subcategory number) listed below. Said payment shall be made pursuant to the terms of Schedule Two.

$\underline{\quad B,F5 \qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad}$

Schedule One Letter (and if applicable, subcategory number) Designation(s)

Section 6.2. As used in this contract "Construction Cost" means the sum of all bid award amounts for all of LCPtracker's Client's projects plus any increases in such dollar amounts, as discussed below. LCPtracker's Client must enter the Construction Cost into the LCPtracker "Budget" field.

Section 7.1. Confidential Information. Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship.

Section 7.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's Client promises that it will not disseminate, distribute, share, copy, send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other mariner of

communicate Confidential Information to anyone other than someone who absolutely must have such Confidential Information in order for the service defined in Section 6.1 to operate.

Section 8.1. Assumption of the Risk Regarding Loss of Confidential Information. LCPtracker's Client strictly assumes all risks that are at all associated with LCPtracker's Client and/or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate.

Section 9.1. Indemnity Regarding Loss of Confidential Information, LCPtracker's Client agrees to indemnify LCPtracker for any claim, judgment, injunction, damages, attorney fees, litigation expenses, settlement, or any other loss that results from LCPtracker's Client or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate. This indemnity clause is operative against LCPtracker's Client regardless of fault. The indemnity described herein is owed from the moment that a claim is made, outside of a lawsuit or in a lawsuit. The indemnity set forth in this Section 9.1 does not apply if LCPtracker's Client's actions were in compliance with federal or state laws or court order,

Section 10.1. Proprietary Information, Amongst LCPtracker's proprietary information is: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 10.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

Section 11.1. Limited Warranty; and Warranty Disclaimer. LCPtracker warrants that the Licensed Software wilt perform as LCPtracker says it will, only if LCPtracker's Client uses the Licensed Software as LCPtracker instructs it should be used (inclusive, without limitation, of what data should be entered).

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that, expressly stated in this Section 11.1. Further, LCPtracker disclaims any warranties not expressly stated in this Section 11.1.

Section 12.1. Ilimitation on Remedies.   In the event of a breach, failure of condition, or any other ground for liability on the part of LCPtracker, LCPtracker shall only be liable for the return of any payment made by LCPtracker's Client that was to cover the time period when said breach, failure of condition, or other ground for liability occurred, LCPtracker shall not be liable for any other damages, inclusive without limitation, of consequential damages, and LCPtracker shall not be subject to any other remedies.

Section 13.1. Force Majeure. LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 14.1. Waiver. If LCPtracker does not exercise one or more its rights hereunder, such shall not. be construed as a waiver of any right(s).

Section 16.1. Agreement Not To Be Interpreted Against Scribner. The Parties agree that this Agreement shall not be construed against a party because that party may have drafted this Agreement.

Section 17.1. Partial Invalidity/Enforceability. If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

WE AGREE TO THE ABOVE:

Dated: 6/21/18

_____
Client (Printed Name of Entity)

ATTEST:

For Acting City Clerk

Deanna J. Santana
_____
Individual Signing for Client (Printed)

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

CITY MANAGER
_____
Job Title of Individual Signing for Client

_____
Individual Signing for Client (Signature)

Dated: 5/25/18

MARK S Douglas
_____
Individual Signing for LCPtracker (Printed)

CEO / President
_____
Job Title of Individual Signing for LCPtracker

_____
Individual Signing for LCPtracker (Signature)

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Schedule One

LCPtracker and Daily Reporter are software owned by LCPtracker. Below, and designated by letter, and number subcategory if applicable, is a list of services, and the pricing for those services. In the main body of this Agreement, at Section 6.1 is a list of the "Schedule One Letter (and if applicable, subcategory number) Designation(s)" for each service that LCPtracker is hereby licensing to LCPtracker's Client, designated in the main body of this Agreement. The terms of payment are on Schedule Two.

Letter Designation for Service	Service	Price
A.	Start-up fee. The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	$3,950
B,	Start-up fee, with on-site, in person training. This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) **One day of in person training at LCPtracker's Client's location**; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	$5,950

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C.	Start-up fee, National Prime Contractor Account, with onsite, in-person training. The start-up fee pays for the following LCPtracker service: (1) Configuration and setup of administrative account/database; (2) 2 Onsite sessions with LCPtracker Project Manager; (3) 3 Administrative web training sessions for new staff or software updates during the year; (4) 10 Exclusive, web-based contractor training sessions; (5) Unlimited, non-exclusive Contractor web training sessions as reasonably scheduled by LCPtracker; (6) Initial prevailing wage data load (up to 24 hours of load time); (7) Current process review; (8) Training and consulting regarding how to load prevailing wage data; (9) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (10) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.		$15,000
D.	National Accounts: New database/office start-up fee. (Must have a minimum of 10, separate offices/databases implemented.) The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.		$2,500
E.	National Accounts: New database/office start-up fee, with on-site, in person training. (Must have a minimum of 10, separate offices/databases implemented.) This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) **One day of in person training at LCPtracker's Client's location**; (5) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (6) One prevailing wage data load (up to eight hours of load time); (7) Training and consulting regarding how to load prevailing wage data; (8) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (9) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may		$4,000

	be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.			

	Bulk project license fee, for LCPtracker. The bulk project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
F.		1	$5 million	$3,250
		2	$10 million	$6,250
		3	$25 million	$9,500
		4	$50 million	$16,500
		5	$100 million	$21,750
		6	$200 million	$27,750
		7	$300 million	$35,000
		8	$400 million	$41,250
		9	$500 million	$48,500
		10	$750 million	$54,500
		11	$1 billion	$60,750
		12	$2 billion	$70,000
		13	$4 billion	$100,000
		14	$6 billion	$128,750
		15	$8 billion	$156,500
		16	$10 billion	$183,250
		17	Please Note: For Bulk Contracts $2 Billion & Above, you can choose to increase your level in $500 million increments.	Base Level Cost ($70k/$100k/$128.75k/ $156.5k/$183.25k) + $7,750 per each additional $500 million.

	Single project license fee, for LCPtracker. The single project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	#	Construction Cost up to	Amount
G.		1	$5 million	$1,000
		2	$10 million	$2,250
		3	$25 million	$3,250
		4	$50 million	$4,250
		5	$100 million	$6,250
		6	$250 million	$9,250
		7	$500 million	$11,250
		8	$1 billion	$13,500
		9	$2 billion	$16,500
		10	Please Note: For projects that are larger than $2 Billion, an incremental fee will be added for every additional $500 Million over the $2 Billion base price level.	$16,500 + $3,000/each additional $500 million over $2 billion.

	Bulk project license fee, for Daily Reporter. The bulk project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
H.		1	$5 million	$1,625
		2	$10 million	$3,125
		3	$25 million	$4,750
		4	$50 million	$8,250
		5	$100 million	$10,875
		6	$200 million	$13,875
		7	$300 million	$17,500
		8	$400 million	$20,625
		9	$500 million	$24,250
		10	$750 million	$27,250
		11	$1 billion	$30,375
		11	$2 billion	$35,000
		12	$4 billion	$50,000
		13	$6 billion	$64,375
		14	$8 billion	$78,250
		15	$10 billion	$91,625
		16	Please Note: For Bulk Projects $2 billion and above, you can choose to	Base Level Cost ($35k/$50k/$64.375k/ $78.25k/$91.625k) +

					increase your level in $500 million increments.	$3,875 per each additional $500 million.

I.	Single project license fee, for Daily Reporter. The single project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.			#	Construction Cost up to	Amount for unlimited # of contractors
				1	$5 million	$500
				2	$10 million	$1,125
				3	$25 million	$1,625
				4	$50 million	$2,125
				5	$100 million	$3,125
				6	$250 million	$4,625
				7	$500 million	$5,625
				8	$1 billion	$6,750
				9	$2 billion	$8,250
				10	Please Note: For projects that are larger than $2 Billion, an incremental fee will be added for every additional $500 Million over the $2 Billion base price level..	$8,250 + $1,500/each additional $500 million over $2 billion.

J.	Bulk project license fee, for OnSite module. (FUTURE MODULE – NOT AVAILABLE NOW) The bulk project license fee OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.			#	Construction Cost up to	Amount for unlimited # of contractors
				1	$5 million	$325
				2	$10 million	$625
				3	$25 million	$950
				4	$50 million	$1,650
				5	$100 million	$2,175
				6	$200 million	$2,775
				7	$300 million	$3,500
				8	$400 million	$4,125
				9	$500 million	$4,850
				10	$750 million	$5,450
				11	$1 billion	$6,075
				11	$2 billion	$7,000
				12	$4 billion	$10,000
				13	$6 billion	$12,875
				14	$8 billion	$15,650
				15	$10 billion	$18,325
				16	Please Note: For Bulk Projects $2 billion and above, you can choose to increase your level in $500 million increments.	$18,325 + $775 per each additional $500 million over $2 billion.

K	Single project license fee, for OnSite module. (FUTURE MODULE – NOT AVAILABLE NOW) The single project license fee for the OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.			#	Construction Cost up to	Amount for unlimited # of contractors
				1	$5 million	$100
				2	$10 million	$225
				3	$25 million	$325
				4	$50 million	$425
				5	$100 million	$625
				6	$250 million	$925
				7	$500 million	$1,125
				8	$1 billion	$1,350
				9	$2 billion	$1,650
				10	Please Note: For projects that are larger than $2 Billion, an incremental fee will be added for every additional $500 Million over the $2 Billion base price level..	$1,650 + $300/each additional $500 million over $2 billion.

L.	Interfaces to external client systems. This license to interface to an external client system allows data from					

	client's financial and/or procurement systems to interface with the LCPtracker system. This assumes the data is in a ready-to-read, unduplicated, clean, well-defined and approved electronic format. Any additional work required to clean up data will be billed at an hourly rate.
	     a. Creation of external interface (per data group, i.e., project, contractor or payroll data)
	     b. Maintenance of external interfaces
		$5,950/interface
		
		 $1,950/year/interface

M.	Area Look Up. Under this service, LCPtracker will integrate to client GIS systems in order for employees to be auto-assigned to client-defined geographic areas.
	     a. Set up fee (one-time)
	     b. Annual license fee (includes one (1) update to map per year)
	     c. Additional update fee (only if client requests, i.e., changes have been made to geographic areas)
		$2,500/geographic area
		 $2,500/geographic area
		
		 $2,500/geographic area

N.	Prevailing wage input & maintenance. Under this service, LCPtracker will on a routine basis check for all new relevant modifications, and update such as changes occur. Please note that, under this service, LCPtracker's client must (a) electronically send to LCPtracker, all new wage decisions; (b) verify the accuracy of the relevant wages; (c) assign the relevant wages to their corresponding projects; (d) "craft match" for California vs. Davis-Bacon wage comparison s; and, (e) notify LCPtracker, of terminations of applicable wage decisions.	$75/hour

O.	Training of additional administrators for existing LCPtracker's Clients, via the internet. Under this service, LCPtracker, will train, via the internet, additional administrators for existing LCPtracker, Clients. That training will consist of: (a) web based sessions, lasting approximately three hours each; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings.
	     a. 2 Sessions
	     b. 1 Session
		$1,250/2 sessions
		 $625/session

P.	Training of additional administrators for existing LCPtracker's Clients, in person. Under this service, LCPtracker, will train, in person, at **LCPtracker's Client's location**, additional administrators for existing LCPtracker Clients. That training will consist of: (a) One session; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	$1,500/session

Q.	Direct Payroll Interface. Under this service, LCPtracker's Client can automatically enter payroll information.
	     a. Development of new DPI model
	     b. Update to existing model
		$595/contractor
		 $250/model

R.	Back-up Data DVD/Flash drive. Under this service, LCPtracker will provide a back-up DVD for certain data. The	$525/DVD (excluding tax)

	data to be included is within the sole discretion of LCPtracker.		

S.	Active Database Fee. Under this service, LCPtracker, will keep open databases where there are no active projects.
	    a. Monthly fee
	    b. Annual fee
			$100/month
			$1,200/year

T.	Exclusive, Web-based Subcontractor Training. This is for an exclusive web class for the Administrator's contractors only, no charge classes are available weekly that are not exclusive.		$250/web session
U.	Development, customization, and other similar software related services		$275/hour
V.	Flat Rate Travel Fee, for LCPtracker staff to travel to onsite trainings. Includes airfare, hotel, transportation for one night.		$950

Schedule Two

This attachment contains the pricing terms.

a) Unless otherwise stated, the prices stated in Schedule One cover one year of service.

b) This contract will renew annually, on an automatic basis each year on the anniversary date of this contract, unless either party to this contract gives written notice prior to the renewal date that it does not want such renewal.

c) The annual license fee will remain at the same price level from year to year, unless one of the following occurs:

      1.)   *Applicable for Bulk Purchases:* The Construction Costs increase at any time throughout the year preceding the renewal (if the sum of all active construction values for projects entered in LCPtracker exceed the level purchased in any month within the contract year, the next construction level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.);

      2.)   The Construction Cost increases beyond the previously purchased level at the time of renewal;

      3.)   Change orders increase the construction value(s) of projects and result in an increased volume beyond the previously purchased price level (applicable to both

Bulk and Single Project Pricing Plans; subject to terms designated in section d in this schedule)

4.) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the fee stated in "N" of Schedule One applies.)

5.) "Applicable for Bulk Purchases: At time of renewal, and if the total Construction Cost (of all active projects) is decreased from the preceding year's level, the client may request to reduce the LCPtracker level which was purchased for the preceding year.. The lower construction level will be invoiced."

d) Change orders that increase the budget of a project will not need to be updated in LCPtracker un less they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels) This is applicable for both Billing Plans:

1.) Plan A (Bulk Pricing) will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
2.) Plan B (Per Project Pricing) will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.

e) Fees for those services stated in "A", "B", "C", "D", "E", "L-a", and "M-a" are one-time fees that are due on the date of this contract.

f) Fees for those services stated in "F", "G", "H", "I", "J", "K", "L-b", and "M-b" on Schedule One, are due on the date of this contract, and then annually on the date of the anniversary of the date of this contract.

g) Fees for those services stated in "M-c", "N", "O-a", "O-b", "P", "Q-a", "Q-b", "R", "S-a", "S-b", "T", "U", and "V" on Schedule One are due at the time the service is delivered.

h) LCPtracker's Client shall inform LCPtracker of the completion of each project within 10 days of such completion. Said informing shall be accomplished in that manner prescribed by and as part of the Licensed Software.

i) LCPtracker reserves the right to verify the Construction Cost.

j) The prices and terms are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to LCPtracker's Clients of such changes.

      i)   LCPtracker's Client may request an audit of the accuracy of the Licensed Software's performance as to LCPtracker's Client. If such an audit is requested a charge of $200/hour will be charged to LCPtracker's Client for staff and resources used by LCPtracker to honor such a request

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<u>Unique Service and Single Source Procurements – Justification Guidelines</u>

The procurement authority may initiate a procurement for unique professional or other services, or purchases for supplies, materials and equipment, where the procurement authority determines that an unusual or unique situation exists that make the application of the requirements for competitive procurement contrary to the public interest. Any special procurement under this section shall be made with such competition as is practicable under the circumstance. A written determination of the basis for the procurement and for the selection of the particular contractor shall be included by the Procurement authority in the department files.

<u>Examples of acceptable considerations for a unique service or single source purchase:</u>

- Only one source exists for services as determined by documented research and can be validated by independent review (i.e., RFI publicly posted) to withstand public scrutiny.

- No other reasonable alternative source exists that meets the City's requirements.

- Only one source meets the business needs of the City (e.g., unique feature to meet City's business need).

- A professional expert with unique qualifications is required.

- Software maintenance and support where typically, only the software manufacturer can maintain their software.

<u>Examples of what may NOT qualify as a justification for a unique service or a single source purchase:</u>

- A requirement for a proprietary service does not automatically justify a single source procurement.

- A preference that the City use a specific vendor.

- City's perception that the vendor is best qualified to perform the work (this should be determined through a competitive procurement process).

- A service's "uniqueness" alone may not qualify the vendor as a sole provider of the service.

- A past or existing relationship with the vendor.

- Insufficient time to follow a competitive procurement process due to lack of City planning.

- The vendor is offering a special incentive (can be addressed through a competitive procurement process).

<u>Additional considerations:</u>

- Unique services or single source agreements should generally be one-time versus ongoing.

- The estimated not to exceed value of the agreement (anticipating the initial work plus any follow-on work that may be required) should not exceed the formal bidding threshold in effect at the time the unique services or single source request is submitted.

- Any justification that simply repeats the above examples of what may qualify as a unique service or single source is not an acceptable justification. For example, *"a single source contract with vendor Acme is required because they are the only source that meets our business needs"* is not acceptable. The request must document and justify why they are the only source or unique service.

- A letter from the vendor stating they are single source or unique service is not sufficient documentation, because it presents a conflict-of-interest as they are beneficiary of the single source or unique service award.

Considerations in documenting a single source or unique services contract:

The following information should be included in your documentation:

- Vendor name, contact information.

- City Department, contact name and contact information.

- Contract term (6 months, 12 months, etc).

- How long is the unique service or single source valid for?

- Estimated contract value (attach vendor quote or proposal).

- Will services be one-time or on-going after the initial term)?

- Description of the service (attach statement of requirements or scope of service).

- Provide a clear statement for the need including any unique qualifications, certifications, or expertise requirements.

- If technology related, has Information Technology Department (ITD) evaluated the unique services or single source requirement?

- Description of the unique nature of the service that prohibits competition (what is unique about this procurement to justify award of contract without engaging in a standard procurement process (RFP/RFQ?)

- Documented market research conducted to verify that the vendor is the only known source.

- Analysis that supports the fairness/reasonableness of the price. Cost analysis, benchmarking against other public agency agreements, cooperative agreements etc.

SCSA
SANTA CLARA STADIUM AUTHORITY

PROCUREMENT CHECKLIST FOR SERVICES

Please check as applicable:	✓	Please check as applicable:	✓

	Non-professional services			**Professional Services**	
1	Competitive? (follow process below)	☐	Competitive? (follow process below)	☐
2	Sole Source? (if checked, attach justification per guidelines)	☐	Sole Source? (if checked, attach justification per guidelines)	☐
3	Cooperative Agreement used?	☐	Cooperative Agreement used?	☐
4	Prevailing Wage Required?	☐		
5	If "prevailing wage required" box 4 is checked, then enter DIR registration number: _____			
6	If "cooperative agreement used" box 3 is checked, then enter name of the cooperative agreement and agreement number: Name: _____ No.: _____		If "cooperative agreement used" box 3 is checked, then enter name of the cooperative agreement and agreement number: Name: _____ No.: _____	
7	If "competitive" box 1 is checked, then;		If "competitive" box 1 is checked, then;	
8	Use Request for Quote (RFQ) template if estimated value is <$50,000;	☐	Use Statement of Qualifications (SOQ) template (any value)	☐
9	Use Request for Proposal (RFP) template if estimated value is ≥ $50,000	☐		
10	Payment Bond Required? (for general services GT $25,000)	☐		
11	Award basis:	☐	Award basis:	☐
12	Low price, or;	☐	Low price	
13	Best value (points)	☐	Best value (points) – typical for professional services	☐
14	Obtain required insurance	☐	Obtain required insurance	☐
15	Purchase order or;	☐		
16	Agreement	☐	Agreement	☐
	Award Information:	☐	Award Information:	☐
	Winning bidder: _____		Winning bidder: _____	
	Bidders that responded to RFx:		Bidders that responded to RFx:	

SCSA
SANTA CLARA STADIUM AUTHORITY

PROCUREMENT CHECKLIST FOR SUPPLIES, MATERIALS, and EQUIPMENT

	Please check as applicable:	✓
1	Competitive? (follow process below)	☐
2	Sole Source? (attach justification per guidelines)	☐
3	Cooperative agreement used?	☐
4	If "cooperative agreement used" box 3 is checked, then enter the name of the cooperative agreement and agreement number: Name: _____ No.: _____	
5	If "competitive" box 1 is checked, then;	
6	Use Request for Bids (RFB) template if estimated value is ≥ $100,000	☐
7	Use informal Request for Quote (RFQ) template if estimated value is < $100,000 and > $15,000	☐
8	Award basis:	☐
9	Low price (typical for product purchase), or;	☐
10	Best value (points)	☐
11	Obtain required insurance (typically not required for product purchase)	☐
12	Purchase order? (typical for product purchase), or;	☐
13	Agreement?	☐
	Award Information:	☐
	Winning bidder: _____	
	Bidders that responded to RFx:	

PROCUREMENT CHECKLIST FOR CAPITAL/CONSTRUCTION PROJECTS

	Please check as applicable:	✓
1	≤ $1,000?	☐
2	> $1,000?	☐
3	Purchase from public agency?	☐
4	Competitive bid?	☐
5	If "purchase from public agency?" box 3 is checked, then enter the name of the agency and agreement name/number: Name: _____ No.: _____	
6	If "> $1,000 box 2 is checked, then;	
7	Use public works Request for Bids (RFB) template	☐
8	Bid bond required?	☐
9	Payment bond required?	☐
10	Performance bond required?	☐
11	Low price award (required)	☐
12	Required insurance obtained?	☐
Award Information:		
Winning bidder: _____ Bid Amount: $_____		
Bidders that responded to RFB:		
Bidder: _____ Bid Amount: $		
Bidder: _____ Bid Amount: $		
Bidder: _____ Bid Amount: $		
Bidder: _____ Bid Amount: $		

CAPITAL EXPENDITURES PAYMENT FORM

CapEx Budget Approval Date:		**Payment Form No.** (Assigned by SCSA)	
CapEx Budget Item Type:			
CapEx Budget Description:			
CapEx Budget Total Cost:	$		
Available Funds:	$		
Requested Payment			

➢ **Required Documentation:**
- o Scope of Work
- o Contract or Agreement
- o Purchase Order Form
- o Bid Documents (Quotes, Bid Process including scoring and evaluations)
- o Public Works Project ___Yes ___No
- o Invoice(s)
    - o Sales Tax properly applied
    - o Freight
    - o Proof of Receipt (packing slip, photo, independent inspection)
    - o Installation Details (certified payroll for Public Works projects)

➢ **Wiring/Payment Instructions:**

Payment Amount:	$
Vendor:	
Brief description of transaction:	
Date wire should be sent:	
Vendor's Wire Transfer Instructions:	
Bank Name/Branch:	
Account Title/ Vendor Name:	
Account No.:	
ABA #:	
Reference:	

_____   _____
Stadium Manager Approval Signature   Stadium Authority Inspector
                                                                            (Verification of Installation)

_____
Stadium Authority Approval Signature