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**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBMITTAL DATE:
March 15, 2012

FROM: Housing Authority

SUBJECT: Approval of the Software Purchase and Service Contract between the Housing Authority of the County of Riverside (HACR) and Tenmast Software

RECOMMENDED MOTION: The Board of Commissioners:

1. Approve the Software Purchase and Service Contract with Tenmast Software in the amount of \$641,638 for the acquisition of an integrated housing software system;
2. Authorize the Chairman of the Board to execute the attached Software Purchase and Service Contract with Tenmast Software; and

FORM APPROVED
COUNTY COUNSEL

MAR 07 2012

RCIT
Kevitt K Crawford, CIO
Departmental Conference
19 Mar 12

(Continued)

BY: Anne T. Sahhar

REVIEWED BY CIP

Christopher Hans

Robert Field
Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 641,638	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: U.S. Department of Housing and Urban Development Federal Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

10.1

RECOMMENDED MOTION: (Continued)

3. Authorize the Executive Director, or designee, to take the necessary steps to implement the Software Purchase and Service Contract including execution of necessary and related documents.

BACKGROUND:

The Housing Authority of the County of Riverside (HACR) and other Public Housing Agencies (PHAs) are required by the US Department of Housing and Urban Development (HUD) to utilize a specialized software system that electronically transmits reports to HUD's Public and Indian Housing Information System (PIC). The PHAs are required to submit accurate, complete and timely data in order to administer, monitor, and report on the management of housing programs. The submitted data includes family characteristics, income, rent portions and other occupancy factors. PHA's must submit 100% of their monthly activity. Failure to meet this requirement will result in sanctions for each month the PHA is noncompliant, hence, the importance of utilizing an accurate, efficient, and user-friendly system.

Since 2000, the HACR has employed the software system from Modern Software Technology, Inc. (MST). MST currently meets only the minimal requirements and fails to interface to mainstream applications, such as office automation tools, internet, and emerging technologies. HACR wants an effective and efficient processing environment with as few interfaced systems as possible to meet management's goals within a reasonable cost structure. Therefore, the HACR issued a Request for Proposals on June 15, 2011 inviting qualified vendors to submit software proposals for the replacement of the existing MST software system with a due date of July 7, 2011.

The HACR received five proposals from the following vendors: Emphasys Software, Happy Software, Lindsey Software Systems, Tenmast Software, and Yardi Systems. Additionally, the five vendors had to provide a demonstration to HACR staff. The demonstrations took place during September 2011. One of the vendors, Lindsey Software submitted a letter withdrawing from the procurement process. The remaining four vendors were evaluated on software features, functionality, reliability and demonstration, software maintenance and enhancement policies, relational database structure/ODBC, vendor qualifications/experience, system performance, quality/quantity of support, customization, ease of use, and the total cost for a five-year period. The evaluation committee selected Tenmast Software as the most advantageous software proposal based on the evaluation criteria, demonstration and cost.

The final software purchase and service contract for the five year period with Tenmast Software is \$641,638. HACR staff recommends that the Board of Commissioners approve and award the software purchase and service contract between the HACR and Tenmast Software.

Attachments:

Software Purchase and Service Contract

1 **SOFTWARE PURCHASE AND SERVICE CONTRACT**
2 **BY AND BETWEEN THE**
3 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**
4 **AND TENMAST SOFTWARE**

5
6 This Contract made by and between **Tenmast Software** herein referred to as
7 "CONTRACTOR," and the Housing Authority of the County of Riverside, a public body politic
8 in the State of California (herein referred to as "AUTHORITY").

9 **WHEREAS**, AUTHORITY is a Housing Authority duly created, established
10 and authorized to transact business and exercise its powers, all under and pursuant to the
11 provision of the Housing Authorities Law which is Part 2 of Division 24 of the California
12 Health and Safety Code commencing with Section 34200 et seq.;

13 **WHEREAS**, pursuant to the Health and Safety Code, AUTHORITY is
14 authorized to make and execute contracts and other instruments necessary or convenient to
15 exercise its powers;

16 **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and
17 experience to perform the duties set out herein and agrees to provide such services to
18 AUTHORITY;

19 **WHEREAS**, the purchase of the software system provided in the Contract will
20 benefit the AUTHORITY in achieving goals and objectives; and

21 **WHEREAS**, the AUTHORITY has selected CONTRACTOR to provide
22 software, equipment, accessories and services based on their qualifications and pricing
23 following a Request for Proposals (RFP);

24 **NOW THEREFORE**, in consideration of the mutual covenants contained
25 herein, the parties hereto agree as follows:

26 1. **DESCRIPTION OF SERVICES:** This Contract specifies terms and
27 conditions by which HACR will purchase and receive products and services from the
28 CONTRACTOR, including but not limited to the acquisition of an integrated housing software

1 system. The Scope of Services to be performed by Contractor is described in Exhibit A,
2 attached hereto and incorporated herein by this reference.

3 1.1 CONTRACTOR Responsibilities. CONTRACTOR represents and maintains
4 that it is skilled in the professional calling necessary to provide all software, equipment,
5 accessories, services, duties and obligations required by this Contract and Exhibit A to fully and
6 adequately complete the project. CONTRACTOR shall perform the services and duties in
7 conformance to and consistent with the standards generally recognized as being employed by
8 professionals in the same discipline in the State of California. CONTRACTOR further
9 represents and warrants to the AUTHORITY that it has all licenses, permits, qualifications and
10 approvals of whatever nature that are legally required to practice its profession.
11 CONTRACTOR further represents that it shall keep all such licenses and approvals in effect
12 during the term of this Contract.

13 2. PERIOD OF PERFORMANCE: The term of this Contract shall commence from
14 the date of execution of this Contract and **shall not exceed five (5) years** unless terminated as
15 specified in Paragraph 9. All applicable indemnification provisions in this Contract shall remain
16 in effect following the termination of this Contract.

17 3. COMPENSATION/PAYMENT:

18 3.1. The AUTHORITY will compensate CONTRACTOR for all services
19 rendered and costs incurred in accordance with the terms in Exhibit B attached hereto and
20 incorporated herein.

21 3.2. The Total amount of compensation paid to the CONTRACTOR under this
22 Contract shall not exceed the sum of **Six Hundred Forty One Thousand Six Hundred Thirty**
23 **Eight Dollars (\$641,638)**. Unless a written amendment to this Agreement is executed by both
24 parties prior to performance of additional services.

25 3.3. Summary of Software Services:

26 WINTEN ² SOFTWARE PROGRAMS SUB-TOTAL	\$169,800.00
27 PARTNER ACCESS SUB-TOTAL	\$17,800.00
28 TRAINING SUB-TOTAL	\$55,720.00

1	DATA CONVERSION SUB-TOTAL	\$59,500.00
2	LETTER MIGRATION & CUSTOM REPORT CREATION SUB-TOTAL	\$8,640.00
3	COMMERCIAL SOFTWARE SUB-TOTAL	\$17,375.00
4	HOUSING INTELLIGENCE PORTAL (HIP) SUB-TOTAL	\$25,720.00
5	INTERACTIVE VOICE RESPONSE SYSTEM (IVR) SUB-TOTAL	\$9,815.00
6	HARDWARE (SERVER) SUB-TOTAL	\$12,427.53
7	TRAVEL (ESTIMATE)	\$26,740.00
8	SUPPORT & UPGRADES - 1st year included in software license cost	\$0.00
9	INITIAL PURCHASE TOTAL=====>	\$403,537.53
10		
11	UNLIMITED SUPPORT & UPDATES - YEAR 1:	\$0.00
12	UNLIMITED SUPPORT & UPDATES - YEAR 2:	\$55,400.00
13	UNLIMITED SUPPORT & UPDATES - YEAR 3:	\$58,150.00
14	UNLIMITED SUPPORT & UPDATES - YEAR 4:	\$60,900.00
15	UNLIMITED SUPPORT & UPDATES - YEAR 5:	\$63,650.00
16	5 YEAR PROJECT TOTAL=====>	\$641,637.53

17

18 3.4. CONTRACTOR shall invoice the AUTHORITY on a monthly basis for

19 services. AUTHORITY shall pay the invoice within thirty (30) working days from the date of

20 receipt of the invoice. In the State of California, government agencies are not allowed to pay

21 excess interest and late charges, per Government Code, Section 926.10. Authority shall not be

22 liable for any interest or late charges in the performance of this Contract.

23 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any

24 additional services or incur additional expense without first receiving the express written

25 consent to proceed from the AUTHORITY in the form of an amendment to this contract.

26 5. AMENDMENTS TO WORK PROGRAM: Executive Director is authorized to

27 approve and execute changes to the CONTRACT. Such changes shall be mutually agreed

28 upon by and between the Executive Director and CONTRACTOR and shall be incorporated in

1 written amendments to this CONTRACT.

2 6. INDEPENDENT CONTRACTOR: AUTHORITY retains CONTRACTOR on
3 an independent contractor basis. CONTRACTOR is not, and shall not be considered to be in
4 any manner, an employee, agent or representative of the AUTHORITY. Personnel performing
5 the Services under this Contract on behalf of CONTRACTOR shall at all times be under
6 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,
7 salaries and other amounts due such personnel in connection with their performance of Service
8 and as required by law. CONTRACTOR shall be responsible for all reports and obligations
9 respecting such personnel, including but not limited to, social security taxes, income tax
10 withholdings, unemployment insurance, and workers' compensation insurance.

11 7. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless
12 AUTHORITY, all Agencies, Districts, Special Districts and Departments of the County of
13 Riverside, their respective directors, officers, Board of Supervisors, elected and appointed
14 officials, employees, agents and representatives from any liability whatsoever, based or asserted
15 upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or
16 representatives arising out of or in any way relating to this Contract, including but not limited to
17 property damage, bodily injury, or death or any other element of any kind or nature whatsoever
18 and resulting from any reason whatsoever arising from the performance or non-performance of
19 CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from
20 this Contract; and CONTRACTOR shall defend, at its sole expense, all costs and fees including
21 but not limited to attorney fees, cost of investigation, defense and settlements or awards
22 AUTHORITY, all Agencies, Districts, Special Districts and Departments of the County of
23 Riverside, their respective directors, officers, Board of Supervisors, elected and appointed
24 officials, employees, agents and representatives in any claim or action based upon such alleged
25 acts or omissions.

26 With respect to any action or claim subject to indemnification herein by
27 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own
28 choice and shall have the right to adjust, settle, or compromise any such action or claim without

1 the prior consent of AUTHORITY; provided, however, that any such adjustment, settlement or
2 compromise in no manner whatsoever limits or circumscribes CONTRACTOR's
3 indemnification to AUTHORITY as set forth herein. CONTRACTOR's obligation to defend,
4 indemnify and hold harmless AUTHORITY shall be subject to AUTHORITY having given
5 CONTRACTOR written notice within a reasonable period of time of the claim or of the
6 commencement of the related action, as the case may be, and information and reasonable
7 assistance, at CONTRACTOR's expense, for the defense or settlement thereof.
8 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided
9 to AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability
10 for the action or claim involved.

11 The specified insurance limits required in this Contract shall in no way limit or
12 circumscribe CONTRACTOR's obligations to indemnify and hold harmless the AUTHORITY
13 herein from third party claims.

14 In the event there is conflict between this clause and California Civil Code Section 2782,
15 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
16 relieve the CONTRACTOR from indemnifying the AUTHORITY to the fullest extent allowed
17 by law.

18 8. INSURANCE: Without limiting CONTRACTOR's indemnification,
19 CONTRACTOR shall maintain in force at all times during the performance of this Contract,
20 insurance policies evidencing coverage during the entire term of the Contract as follows:

21 8.1 Workers' Compensation: If Contractor has employees as defined by the
22 State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A)
23 as prescribed by the laws of the State of California. Policy shall include Employers' Liability
24 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person
25 per accident. Policy shall be endorsed to waive subrogation in favor of the AUTHORITY; and,
26 if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

27 8.2 Commercial General Liability: Commercial General Liability insurance
28 coverage, including but not limited to, premises liability, contractual liability, completed

1 operations, personal and advertising injury covering claims which may arise from or out of
2 CONTRACTOR's performance of its obligations hereunder. Policy shall name the
3 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts, and Departments,
4 their respective Commissioners, directors, officers, Board of Supervisors, elected officials,
5 employees, agents or representatives as Additional Insured's. Policy's limit of liability shall not
6 be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
7 general aggregate limit, it shall apply separately to this contract or be no less than two (2) times
8 the occurrence limit.

9 8.3 Vehicle Liability: If vehicles or mobile equipment are used in the
10 performance of the obligations under this Contract, CONTRACTOR shall maintain liability
11 insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
12 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall
13 apply separately to this contract or be no less than two (2) times the occurrence limit. Policy
14 shall name the AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts,
15 and Departments their respective directors, officers, Board of Supervisors, elected officials,
16 employees, agents, or representatives as Additional Insured's.

17 8.4 Professional Liability: CONTRACTOR shall maintain Professional Liability
18 Insurance providing coverage for performance of work included within this Contract, with a
19 limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
20 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than
21 an occurrence basis, such insurance shall continue through the term of this Contract. Upon
22 termination of this Contract or the expiration or cancellation of the claims made insurance
23 policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting
24 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer
25 with a retroactive date back to the date of, or prior to, the inception of this Contract; or, 3)
26 demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous
27 coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will
28 continue for as long as allowed by law.

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8.5 General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retentions which are deemed unacceptable to the AUTHORITY, at the election of the County's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retentions as respects this Contract with the AUTHORITY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The CONTRACTOR shall cause their insurance carrier(s) to furnish the AUTHORITY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the AUTHORITY prior to any cancellation of insurance. CONTRACTOR agrees that it will not materially alter any of the insurance policies currently in force and relied on

1 in this Contract. Further, CONTRACTOR agrees not to reduce any coverage
2 amount below the limits specified in this Contract. In the event of a
3 cancellation of coverage, this Contract shall terminate forthwith, unless the
4 AUTHORITY receives, prior to such effective date, another properly
5 executed original Certificate of Insurance and original copies of
6 endorsements or certified original policies, including all endorsements and
7 attachments thereto evidencing coverages and the insurance required herein
8 is in full force and effect. Individual(s) authorized by the insurance carrier to
9 so do on its behalf shall sign the original endorsements for each policy and
10 the Certificate of Insurance. ***CONTRACTOR shall not commence***
11 ***operations until the AUTHORITY has been furnished original***
12 ***Certificate(s) of Insurance and certified original copies of endorsements or***
13 ***policies of insurance including all endorsements and any and all other***
14 ***attachments as required in this Section.***

- 15 d. It is understood and agreed by the parties hereto and the CONTRACTOR's
16 insurance company(s), that the Certificate(s) of Insurance and policies shall
17 so covenant and shall be construed as primary insurance, and the
18 AUTHORITY's insurance and/or deductibles and/or self-insured retentions
19 or self-insured programs shall not be construed as contributory.
- 20 e. If, during the term of this Contract or any extension thereof, there is a
21 material change in the scope of services or performance of work the Risk
22 Manager of the AUTHORITY reserves the right to adjust the types of
23 insurance required under this Contract and the monetary limits of liability for
24 the insurance coverage required herein, if in the AUTHORITY's Risk
25 Manager's reasonable judgment, the amount or type of insurance carried by
26 the CONTRACTOR has become inadequate.
- 27 f. CONTRACTOR shall pass down the insurance obligations contained herein
28 to all tiers of sub-consultants working under this Contract.

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9. TERMINATION: Either party may, by written notice to the other, terminate this Contract in whole or in part at any time. Such termination may be for the terminating party's convenience or because of the other party's failure to perform its duties and obligations under this Contract including, but not limited to, the failure of CONTRACTOR to timely perform Services pursuant to the Schedule of this Contract.

9.1 Discontinuance of Services. Upon receipt of written Notice of Termination by AUTHORITY, CONTRACTOR shall discontinue all affected Services immediately, unless otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONTRACTOR in performance of Services, whether completed or in progress.

9.2 Effect of Termination for Convenience of AUTHORITY. If the termination is to be for the convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for Services satisfactorily provided through the date of termination. CONTRACTOR shall provide documentation deemed adequate by AUTHORITY's Representative to show the Services actually completed by CONTRACTOR prior to the date of termination. This Contract shall terminate immediately upon CONTRACTOR's receipt of the written Notice of Termination.

9.3 Termination for Convenience of CONTRACTOR. If the termination is to be for the convenience of the CONTRACTOR, the CONTRACTOR shall provide AUTHORITY with 30 days written notice and CONTRACTOR shall, at the AUTHORITY'S option, continue to provide AUTHORITY with the same level of service prior to the notice of termination for a period of at least twelve (12) months from the date of termination to enable AUTHORITY to acquire a substitute software system; provided however that CONTRACTOR shall only be obligated to provide continued service under this subparagraph as long as AUTHORITY has timely paid for those services.

1 9.4 Effect of Termination for Cause by AUTHORITY. If the termination is
2 due to the failure of CONTRACTOR to fulfill its obligations under this Contract,
3 CONTRACTOR shall be compensated for those Services which have been completed and
4 accepted by the AUTHORITY. In such case, the AUTHORITY may take over the work and
5 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be
6 liable to the AUTHORITY for any reasonable additional costs incurred by the AUTHORITY to
7 revise work for which the AUTHORITY has compensated CONTRACTOR under this Contract,
8 but which the AUTHORITY has determined in its sole discretion needs to be revised in part or
9 whole to complete the Project. Following discontinuance of Services, the AUTHORITY may
10 arrange for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR
11 can take to adequately fulfill its requirements under this Contract. In its sole discretion,
12 AUTHORITY's Representative may propose an adjustment to the terms and conditions of the
13 Contract, including the contract price. Such contract adjustments, if accepted in writing by the
14 Parties, shall become binding on CONTRACTOR and shall be performed as part of this
15 Contract. In the event of termination for cause, unless otherwise agreed to in writing by the
16 parties, this Contract shall terminate thirty (30) days following the date the Notice of
17 Termination was mailed to the CONTRACTOR. Termination of this Contract for cause may be
18 considered by the AUTHORITY in determining whether to enter into future contracts with
19 CONTRACTOR.

20 9.5 Termination for Failure to Pay for Services. CONTRACTOR, after
21 providing written notice to AUTHORITY, may suspend or terminate the provision of services in
22 the event AUTHORITY has failed to pay for those services in a manner consistent with the terms
23 of the agreement. In the event that AUTHORITY has provided CONTRACTOR, prior to the
24 date an invoice is due under the terms of this agreement, with written notice of that
25 AUTHORITY believes that services provided by CONTRACTOR in relation to that invoice
26 were not provided or were provided in a manner that is below CONTRACTOR'S standard of
27 care under this agreement, CONTRACTOR may not suspend or terminate the services not timely
28 paid; and the parties shall meet within 30 days of CONTRACTOR'S receipt of AUTHORITY'S

1 notice of unacceptable services and create a plan to resolve AUTHORITY'S complaint about the
2 services.

3 9.6 Cumulative Remedies. The rights and remedies of the parties provided in
4 this Section are in addition to any other rights and remedies provided by law or under these
5 Contracts.

6 10. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall
7 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the
8 performance of services required under this Contract.

9 11. ADMINISTRATION: The AUTHORITY Executive Director (or designee) shall
10 administer this Contract on behalf of AUTHORITY.

11 12. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either
12 in whole or in part, without prior written consent of AUTHORITY. Any assignment or
13 purported assignment of this Contract by CONTRACTOR without the prior written consent of
14 AUTHORITY will be deemed void and of no force or effect.

15 13. NONDISCRIMINATION: CONTRACTOR represents that it is an equal
16 opportunity employer and it shall not discriminate against any employee or applicant for
17 employment because of race, religion, color, national origin, ancestry, sex, physical condition,
18 or age. Such non-discrimination shall include, but not be limited to, all activities related to
19 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff
20 or termination.

21 14. ALTERATION: No alteration or variation of the terms of this Contract shall be
22 valid unless made in writing and signed by the parties hereto, and no oral understanding or
23 agreement not incorporated herein shall be binding on any of the parties hereto.

24 15. ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to
25 individuals without reference to their religion, color, sex, national origin, age or physical or
26 mental disability or any other factor prohibited by the California Fair Employment and Housing
27 Act ("FEHA").

28 16. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of

1 this Contract, possession of a current and valid license in compliance with any local, State, and
2 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,
3 and that services(s) will be performed by properly trained and licensed staff.

4 17. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and
5 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer
6 all requests for information to AUTHORITY.

7 18. WORK PRODUCT: All reports, preliminary findings, or data assembled or
8 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.
9 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.
10 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,
11 without the direct authorization of the AUTHORITY Executive Director or an authorized
12 designee.

13 19. JURISDICTION AND VENUE: This Contract is to be construed under the laws
14 of the State of California. The parties agree to the jurisdiction and venue of the Superior Court
15 for the County of Riverside, State of California.

16 20. WAIVER: Any waiver by AUTHORITY of any breach of any one or more of
17 the terms of this Contract shall not be construed to be a waiver of any subsequent or other
18 breach of the same or of any other term thereof. Failure on the part of the AUTHORITY to
19 require exact, full and complete compliance with any terms of this Contract shall not be
20 construed as in any manner changing the terms hereof, or estopping AUTHORITY from
21 enforcement hereof.

22 21. SEVERABILITY: If any provision in this Contract is held by a court of
23 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will
24 nevertheless continue in full force without being impaired or invalidated in any way.

25 22. ENTIRE CONTRACT: This Contract constitutes the entire contract between the
26 parties hereto with respect to the subject matter hereof and all prior or contemporaneous
27 agreements of any kind or nature relating to the same shall be deemed to be merged herein.
28 Any modifications to the terms of this Contract must be in writing and signed by the parties

1 herein.

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3 23. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully
4 performed or are not capable of being fully performed as of the date of termination will survive
5 termination of this Contract.

6 24. NOTICES: All correspondence and notices required or contemplated by this
7 Contract shall be delivered to the respective parties at the addresses set forth below and are
8 deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

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11 Heidi Marshall
12 Housing Authority of the
13 County of Riverside
14 Riverside, California 92504

Mark Lewis
Tenmast Software
132 Venture Court,
Lexington, KY 40511

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19 (Remainder of page intentionally left blank)

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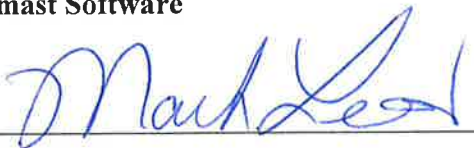
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1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
2 representatives to execute this Contract this ____ day of _____, 2012.

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4 **Tenmast Software**

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6 By: 

7 Mark Lewis

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9 Title: President

10 President

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14 **Housing Authority of the County of Riverside**

15
16 By: _____

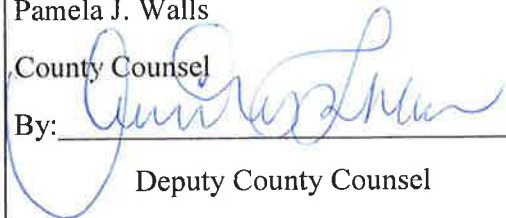
17 John Tavaglione, Chairman

18 Board of Commissioners

19
20 APPROVED AS TO FORM:

21 Pamela J. Walls

22 County Counsel

23 By: 

24 Deputy County Counsel

ATTEST:

25 Kecia Harper-Ihem, Clerk

26 By: _____

27 Deputy

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S:\Department\Contracting\aaaDevelopment Division\HACR\Software RFP\Software Purchase Contract.docx

EXHIBIT "A"

SOFTWARE PURCHASE CONTRACT

Section I. Contracting Parties

This Software Purchase Contract is between Tenmast Software, 132 Venture Court, Lexington, KY 40511 and the Housing Authority of the County of Riverside (the "Client"), 5555 Arlington Avenue, Riverside, CA 92504.

Section II. General Contract Provisions

Purchase: The Client agrees to purchase and Tenmast agrees to provide all software, equipment, accessories, and services specified in the attached Contract Addendums, which are initialed by each party and are a part of this contract.

System Installation: The installation of the Tenmast software system will be scheduled by agreement of the parties once this contract is signed. An implementation project will be established for the successful delivery of all products and services purchased under this agreement. A Tenmast Project Manager will be assigned to this project and that person will schedule a kick-off meeting at which project milestones will be discussed and agreed upon. Those milestones will include installation and setup of the hosted solution, data conversion and on-site training among other objectives.

Operator Training: If Operator Training for Client staff is specified in the addendum, each function in every Tenmast software application shall be trained to the Client's employees during the training sessions. To insure consistent training, a syllabus and user manual shall be followed during the training. Unless otherwise specified, this training shall be performed at the Client's office on the Client's equipment employing "hands-on" training for all users. The Client is responsible to provide an adequate training facility which includes the ability of all trainees to access the Tenmast software programs on a computer during the training session. Initial training is normally conducted at the time of installation. Subsequent training sessions included in the addendum shall be scheduled by agreement of the parties.

Invoicing and Payment: Once Tenmast receives the signed contract any hardware and commercial software listed in the addendum will be ordered. Tenmast will test and configure all hardware and commercial software and ship to the Client those items that are to be used at Client's site. Tenmast will then invoice Client for the cost of the hardware and the commercial software, if any, and payment will be due 30 days from receipt of invoice.

If Tenmast comes on-site to install hardware and/or train Client's staff on the Tenmast Software, Tenmast will invoice Client for the Tenmast software, the hardware installation, and the associated travel and training provided upon completion of those services. If Tenmast provides Internet/phone training, Client will be invoiced for the training hours provided when the training is completed. Subsequent training and any associated travel will be invoiced as it is completed.

Other products and services listed in the addendum will be invoiced to Client promptly after delivery or completion. Payment is due 30 days from receipt of Tenmast invoice.

Software Licenses: The following stipulations remain in effect indefinitely, notwithstanding any other agreement between the parties.

All software products and associated documentation to which Tenmast holds a copyright shall remain the property of Tenmast. The Client is granted a limited license, for an indefinite period, to use the licensed Tenmast software programs listed in the addendum on a single computer, network, or multi-user computer system, for the purpose of maintaining tenant, accounting, and management information as necessary to support the Client's internal operations. No other license is granted or assumed. Except for normal backups prepared for disaster planning, the Client agrees that this software will not be distributed, sold, transferred, rented, decompiled, copied, or allowed to be copied in any form to or by any other party, and that no modifications will be made to this copyrighted software except by Tenmast Software. Any violation of this agreement would infringe upon the federal copyright of the material.

Liability For System Selection and Client Data: The Client assumes all responsibility for the selection of the Software as appropriate to achieve the results intended by the Client. Tenmast shall not be held liable for data accuracy, lost income, or errors induced by Client's operators using the Tenmast software modules. The Client assumes responsibility for all data entered into the system and the accuracy of that data and all manual calculations associated with that data. If the addendum includes data conversion services, Tenmast will electronically convert Client's data listed in the addendum from an existing software system. In the event of an electronic data conversion, Client is responsible to validate the accuracy of the converted data prior to using that converted data in its live operations. If the addendum does not specify a data conversion of all or part of Client's data, Client shall input all such unspecified data into the Tenmast system as permitted by the system.

Software Inconsistency/Interpretive Changes: Client shall expeditiously inform Tenmast of any program inconsistency or error observed while using the Tenmast software. Tenmast shall take immediate action to determine the source of the problem and inform the Client of the outcome of that action. Tenmast will work diligently to determine changes in HUD rules that may impact the function of Tenmast program modules and make required change to the programs on a timely basis. Client also agrees to inform Tenmast of any discrepancies between programs and the Client's interpretation of HUD rules or other procedural changes which may impact the function of any of the Tenmast program modules, as they apply to Client's operation. (This provides several lines of communication for responding to rule changes, and as important, the local HUD interpretation of the rules and procedures.) Client shall submit such notices to Tenmast in writing if requested by Tenmast.

Software Licenses for products from other Manufacturers: The software licenses of all non-Tenmast software installed by Tenmast for Client are owned by the Client, as if Client opened and installed the software personally. All licensing requirements and applicable stipulations for such software shall be adhered to by Client.

Hardware Quotes: Hardware pricing from third party vendors is extremely volatile. If the addendum specifies any hardware, the hardware quote will expire if the contract is not signed and returned to Tenmast within 10 days. Tenmast can then re-quote the hardware to you, if needed.

Shipment: Once Tenmast receives the signed contract, Client will order any hardware and commercial software specified in the addendum. If purchased hardware is to be installed at the Client's site, Tenmast will test and configure all hardware and commercial software, as required by the contract, and ship them to the Client. The shipment shall occur approximately 30 days from our receipt of your signed contract. Adjustments may be made, and Tenmast shall not be held in default for changes in production schedules by manufacturers, or failures of shippers to deliver as scheduled.

Hardware Installation At Client's Site: If hardware installation at the Client's site is included in the addendum, Tenmast shall install all Tenmast-supplied equipment, software, and accessories, in the locations mutually agreed to by Client and Tenmast. Tenmast shall replace equipment which arrives inoperable with new equipment of equal or better quality and functionality. If holes must be drilled through the structure, a maintenance representative from Client's staff shall be present to drill those holes. If cable must be pulled through normally inaccessible areas, such as attics or crawl spaces, a maintenance representative of Client's staff shall be available to pull the cable through the inaccessible areas. This will reduce the possibility of personnel injury and structural damage, since the Client's maintenance personnel will be much more familiar

with the structure in question. Client's maintenance representative remains the employee of Client and Client shall hold Tenmast harmless for any injury to Client's employee incurred during the installation.

Client is responsible to provide normal electrical power to each location to be occupied by a component of the system to be installed. The electrical outlet shall comply with all local codes and shall be accessible to Tenmast for connecting the appropriate equipment to the outlet. If surge protection or power conditioning devices are supplied by Tenmast, Tenmast shall connect such devices to the outlet prior to connecting the equipment to the outlet. If Client is providing surge protection or power conditioning devices, Client shall have such devices in place or, through mutual agreement with Tenmast, have such devices available for installation by Tenmast. Uninterruptible power supplies are required for all servers and strongly recommended for all workstations printers in the system. Tenmast is not responsible for any damage to the equipment caused by the power supply or poor circuitry or "non-code" devices or outlets. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE FITNESS OF THE OUTLET FOR USE WITH THE EQUIPMENT TO BE INSTALLED, AND TENMAST SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ELECTRICAL VARIATIONS OR INCONSISTENCIES.

Hardware Warranties and Support: Hardware supplied by Tenmast under this contract is covered by the warranties issued by the manufacturers which shall apply directly to the Client. Once the hardware is installed, or shipped in the event that no installation is provided by Tenmast, and the equipment is operational, the manufacturer's warranty begins. At Tenmast's option, Tenmast may replace or repair any item which arrives inoperable. Manufacturers' warranties may or may not include on-site repair, pick-up or travel, depending on the manufacturer. Separate documents specifying the manufacturers' warranties and service shall be provided to Client upon delivery of the equipment. Client must arrange for any hardware maintenance after the delivery or installation by Tenmast.

Section III. Data Conversion

Tenmast will make every effort to convert data from the legacy system according to the proposal/quotation worksheet. The process of data conversion begins with completing a Data Conversion Order, or DCO, with the Tenmast Conversion team. The DCO identifies all the data types that the client requests to convert and is based on the proposed data conversion section of the quotation.

In addition to the data type, the DCO identifies the data source the data will be converted from. For example, Tenant household data can be converted from the legacy housing software system while the fixed assets data may be stored in an Excel spreadsheet. Although the DCO is developed from the contract, it will be reviewed as part of the Discovery process and revised according to needs of the client. For example, during Discovery, Client may find out that there are additional software systems or spreadsheet not identified in the original proposal that need to be converted. Such changes may require that we revise the conversion schedule and/or the quotation worksheet to fit the updated DCO. Any such changes will be approved by Tenmast and Client.

Access to the original data is critical for proper and timely data conversion. Tenmast will attempt to access the data in its native format when this is possible. The Client will provide access to the database and passwords to gain entry to the data. Access to the client database will be by an Open Database Connectivity (ODBC) connection where applicable. If the data is in a proprietary format that is not accessible by an ODBC database connection, then the client may need to export the data from the legacy system into a set of text files in a CSV (Comma separated value) file format. If the client cannot export the data for conversion, Client may need to engage third party consultants to extract the data for conversion.

When the DCO is completed, the Tenmast conversion team will develop a set of programs that will be used to convert the data and load the source data into the WinTen2 database. Once the data is loaded into WinTen2, exception reports and data listings will be produced to assist the client in validating the accuracy of the converted data. The client is responsible for providing assistance to Tenmast during the validation process. Each major data element will be verified by the Tenmast Conversion Team and the client. For example, the client will validate the list of current tenants in the Tenmast WinTen² system to make sure the correct number of tenants has been converted from the original software system. Once the data is validated and shown to match the data in the legacy system, the client will sign off on that section of the DCO. This will indicate that the conversion of those data elements conversion has been accepted by the client and the data will be delivered during final conversion in the same format.

If the converted data does not match the original data and the validation is not accepted by the client, Tenmast will make modifications to the conversion programs to address the discrepancies and reconvert the data at no additional cost to the client. Similar to the initial conversion, the client will validate all reconverted data and sign off on the applicable section of the DCO indicating that the conversion of those data elements has been accepted by the client. However, the client understands that the quality of any converted data is purely a function of the quality of the source data, otherwise referred to as "garbage in, garbage out." Examples of problems with source data that will prevent an accurate data conversion include, but are not limited to:

1. Key data fields are missing from the original data tables. Missing data cannot be created during the conversion process, so the missing data will not appear in the WinTen² system as a result of the conversion. In order to have that data in the WinTen² system, the client will have to manually enter this data in spreadsheets *prior to conversion* or manually enter the data in the WinTen² system after the conversion.
2. Data may exist in two systems without linking data fields. For example, some tenant data could be in the legacy software system and other tenant data could be in a spreadsheet. In order for Tenmast to convert that data so the tenant data from the two sources is merged in the new system, both sources must contain a linking data field, such as a SSN for a tenant household. Without the linking data field, the data from the two sources cannot be converted and merged into the WinTen² system.
3. Data can be inconsistent within the original system and have conflicting values. For example a General Ledger Account Balance can have one value on the Balance Sheet report and a different value on the detailed transaction report. This type of data problem will require manual data manipulation to correct the data prior to the conversion process. In some instances, the client will have to choose the balance to be converted and adjusting entries can be created after the original data conversion to record the discrepancies.

After the initial data conversion validation, Tenmast will identify the data elements from the DCO that cannot be converted due to poor quality of the source data. Those data elements will not be converted and the Client will manually enter that data into the Tenmast software system. Acceptance of the final data conversion must be made within 30 days of the delivery of the final conversion. Any data conversion work requests for data elements that are not on the DCO or any data conversion requests made more than 30 days after delivery of the final data conversion are not part of the data conversion tasks in this contract and will be quoted and billed at Tenmast's standard hourly rate for programming tasks.

Form Letter Migration: Form Letters are user defined documents that are printed from Tenmast programs with current data stored in the Tenmast system. Examples of form letters include Annual Recertification Letters, Expense Verification Letters, Asset Verification Letters, Notice of Abatement, etc. Form letters will be migrated from the legacy system to the Tenmast system by copying text from your current letters and inserting the existing data fields in the text of the documents. You must provide the text for all form letters to Tenmast in electronic format (RTF or DOC) during the Discovery process. If a form letter cannot be migrated to the Tenmast system by copying text from the current letter or form and inserting existing data fields in the text of the letter, the migration will require custom programming. If a letter in the legacy system requires custom programming to recreate the functionality of the letter in the Tenmast system, the cost of the custom programming will be quoted and billed at Tenmast's standard hourly programming rate, in addition to the charges in this contract.

Section IV. Software Update and Support

Software Updates: Updates may be made to the existing software due to enhancement changes, HUD rule or interpretation changes, as well as form changes or error repairs. The purchase price of each Tenmast software module includes the right to receive all software updates to the purchased modules for a period of one year commencing on the date of installation. Under this agreement, Tenmast agrees to provide all official company-wide updates of the licensed program modules during this period, free of additional charge, as long as the update can be accomplished through electronic transfer of the program by Internet download or e-mail and the Client's computer system has sufficient resources to operate the software. (See Renewal of Update and Support, below.)

Technical Support: Tenmast has established, and will maintain, the organization and processes to provide technical support for the Tenmast software programs. The price of each Tenmast software module includes Software Support Service for that module for a period of one year commencing on the date of installation. Under the Support agreement, Tenmast agrees to provide operator support, administered over the telephone, through the Internet, or through the mail. Tenmast may require Client to submit requests for program changes in writing, on specific Tenmast forms. (See Renewal of Update and Support, below.)

If Client is unable to diagnose or resolve problems or deficiencies of the Tenmast software programs, Client shall contact Tenmast for technical support and Tenmast shall provide technical support for the licensed software programs. Tenmast technical support shall include but not be limited to (i) a diagnosis of problems or deficiencies of the supported software and (ii) a resolution of problems or deficiencies of the supported software. Support shall be provided via telephone by Tenmast from 8:00 a.m. to 6:00 p.m. Eastern Time on regular U.S. business days, Tenmast holidays excepted.

Additional Costs:

The costs associated with travel to Client's location are not covered under the Update and Support Agreement, and will be cost-reimbursable to Tenmast by Client. An estimate of costs will be provided to Client prior to commencement of any work to be charged.

Renewal of Update and Support:

The program update and technical support services provided under this contract are renewable each year by signing a renewal agreement and paying the then-current annual update and support fee. The annual renewal agreement will include the right of Client to receive all program updates and technical support for the licensed programs for an additional year.

Section V. Indemnity and Warranties

Infringement Indemnity. Tenmast will defend and indemnify Client against any and all costs, liabilities, damages and expenses incurred by Client related to or arising out of a claim that the Tenmast software infringes a trade secret, trademark, copyright, or patent recognized in the United States.

Warranties. Tenmast warrants that Client shall be entitled to the benefit of any manufacturers' warranties. To the extent any third party warranties are non-assignable to Client, Tenmast will reasonably cooperate in Client's enforcement thereof. Tenmast Software will perform in all material respects the functions described in the software specifications. Tenmast further warrants that any services contracted to be performed by Tenmast pursuant to the Agreement, including maintenance and support services, shall be performed in a manner consistent with generally accepted industry standards.

General Indemnity. Tenmast will indemnify, hold harmless, and at Client's request defend, Client from and against any loss, cost, liability or expense (including court costs and the reasonable fees of attorneys and other professionals) arising out of or resulting from the performance by Tenmast of its obligations under this Agreement, to the extent caused by any negligent or willful act or omission of Tenmast's employees or agents that contributes to the following: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible property; or (iii) any violation of any statute, ordinance or regulation.

Section VI. Dispute Resolution

Informal Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between representatives who have authority to resolve the matter. Either party may give the other party written notice of any dispute not resolved in the normal course of business, it being understood that a notice delivered by a party pursuant to this agreement shall constitute the delivery of a written notice of dispute pursuant to this section. Within ten (10) business days after its receipt of the notice, the receiving party shall submit to the other party a written response. The notice and response shall each include (a) a statement of the party's position and a summary of the arguments supporting that position, and (b) the name and title of the company representative who will represent that party. Within twenty (20) business days following delivery of the original dispute notice the parties' respective representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information made by either party to the other will be honored.

Arbitration. If a dispute has not been resolved within thirty (30) business days of the disputing party's original notice under the above paragraph, or if the parties fail to meet within the twenty (20) days following such notice under the above paragraph, then either party may initiate arbitration of the dispute. The dispute shall then be submitted to mandatory and binding arbitration in accordance with the commercial rules and procedures of the American Arbitration Association before a single arbitrator. Judgment upon the award may be entered by any court having appropriate jurisdiction. The arbitrator shall not, however, be empowered to award damages in excess of compensatory damages.

Litigation. The only circumstance in which a dispute between the parties will not be subject to the provision of the above paragraphs is when a party makes a good faith determination that a breach of the terms of this Agreement by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy. Except for such relief, the parties shall resolve their disputes, whether or not such relief is granted, in accordance with the provisions set forth in the above paragraphs.

Exhibit B

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	APPLICANT LIST <i>Waiting List Management</i>	\$9,500.00	\$9,500.00
1	OCCUPANCY AND RENT CALCULATION <i>Certification Manager, Rent Calculations, 50058 creation</i>	\$11,500.00	\$11,500.00
1	TRANSNET FOR PIC (& MINC) <i>PIC 50058 Submissions, Error Checking, and Reporting</i>	\$5,950.00	\$5,950.00
1	TENANT ACCOUNTS RECEIVABLE <i>Complete tenant accounting system tracking charges, bills, and payment history</i>	\$11,500.00	\$11,500.00
1	UNIT MANAGEMENT - INCLUDED AT \$0 <i>Unit Mgmt is built into ORC and TAR</i>	\$0.00	\$0.00
1	SHELTER PLUS CARE <i>Management of S+C program and preparation of Annual Progress Report</i>	\$3,800.00	\$3,800.00
1	SECTION 8 TENANT AND LANDLORD <i>Management of Voucher Types, Landlords, Portability, SEMAP, VMS, and HAP Processing</i>	\$11,500.00	\$11,500.00
1	RENT REASONABLENESS <i>Comparisons to determine reasonable rent charges</i>	\$3,800.00	\$3,800.00
1	GENERAL LEDGER <i>Fully Integrated, Self Balancing, Double-Entry Ledger System built for PHAS</i>	\$11,500.00	\$11,500.00
1	ACCOUNTS PAYABLE <i>Track Invoices, Generate Payments, Manage Cash Flow, Manage Vendors</i>	\$9,500.00	\$9,500.00
1	PURCHASE ORDER <i>Creation of Requisitions, POs, Quotes, Bids, & Approvals. Receive Items.</i>	\$9,500.00	\$9,500.00
1	BUDGET MANAGEMENT <i>Create, Edit, Revise, Post and Track unlimited number of budgets.</i>	\$7,950.00	\$7,950.00
1	GRANT MANAGEMENT <i>Grant & Contract management, Draw Down preparation, reporting</i>	\$7,950.00	\$7,950.00
1	FIXED ASSETS INVENTORY <i>Track asset specs, depreciation, disposal, and location</i>	\$7,950.00	\$7,950.00
1	CHECK RECONCILIATION <i>Link from Tenmast system to your bank account</i>	\$5,950.00	\$5,950.00
1	PHAS REPORTING <i>Prepares Annual HUD-50072 and estimates PHAS score</i>	\$1,600.00	\$1,600.00
1	WORK ORDER <i>Work Order management, including inventory use, labor, PHAS codes, and billing</i>	\$9,500.00	\$9,500.00
1	PUBLIC HOUSING DESKTOP INSPECTIONS <i>PH UCPS Inspection Scheduling, Performance, and Mgmt</i>	\$5,950.00	\$5,950.00
1	PUBLIC HOUSING HANDHELD INSPECTIONS <i>PH UPCS Inspections via handheld/tablet PCs</i>	\$1,950.00	\$1,950.00
1	SECTION 8 DESKTOP INSPECTIONS <i>S8 HQS Inspection Scheduling, Performance, and Mgmt</i>	\$5,950.00	\$5,950.00
1	SECTION 8 HANDHELD INSPECTIONS <i>S8 HQS Inspections via handheld/tablet PCs</i>	\$1,950.00	\$1,950.00
1	CUSTOM REPORT WRITER <i>Ad Hoc reporting tool with Complete Data Dictionary to create and format reports</i>	\$7,950.00	\$7,950.00
1	TENMAST REMOTE DATA BACKUP <i>Secure off-site daily backup of all system data on main server</i>	\$2,700.00	\$2,700.00
1	CALENDAR MODULE - INCLUDED AT \$0 <i>Schedule appointments, track history of meetings</i>	\$0.00	\$0.00
1	AGENCY FORMS MIGRATION - INCLUDED AT \$0 <i>Agency Forms such as Purchase Orders, Work Orders, Statements, Receipts, Bills, Checks, Vouchers, etc.</i>	\$0.00	\$0.00

WINTEN² SOFTWARE PROGRAMS (continued)

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	CONSUMABLE INVENTORY <i>Inventory specifications, counts, and restocking</i>	\$5,950.00	\$5,950.00
1	CONSUMABLE INVENTORY HANDHELD APPLICATION <i>Inventory tracking via handheld/tablet PCs and/or barcodes</i>	\$1,950.00	\$1,950.00
1	WORK ORDER HANDHELD APPLICATION <i>Work Orders via handheld PCs</i>	\$6,500.00	\$6,500.00
1	INTEGRATED LETTER WRITER (WORD PROCESSOR) - INCLUDED AT \$0 <i>Create, Edit, Print Letters individually or in batch</i>	\$0.00	\$0.00
1	IRS/1099 MODULE - INCLUDED AT \$0 <i>Handles all 1099 processing and transmission to IRS</i>	\$0.00	\$0.00
1	UPDATE MANAGER - INCLUDED AT \$0 <i>Ability to view, download, and install updates</i>	\$0.00	\$0.00
0	HANDHELD LICENSE (per device) <i>For each device running Handheld Inspections, Handheld Consumable Inventory, Handheld Fixed Assets, Handheld Work Orders, and/or Handheld Meter Readings (modules must be purchased for use).</i>	\$200.00	\$0.00
0	TABLET LICENSE (per device) <i>For each device running the Tablet Inspections module (module must be purchased for use). Note: Tablets may only be used to run Inspections.</i>	\$200.00	\$0.00
1	UNLIMITED SUPPORT - YEAR 1 INCLUDED	\$0.00	\$0.00
WINTEN² SOFTWARE PROGRAMS SUB-TOTAL=====>			\$169,800.00

PARTNER ACCESS

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	APPLICANT ACCESS: ONLINE APPLICATION <i>Applicant Access allows applicants to complete your agency's application for housing using an online interface. This information flows to the Applicant List program, eliminating the need to key in applications. Purchase includes Hosting, Up to 8 Hours of Application Customization, Site Maintenance, Upgrades, Enhancements, General Support, and Integration with your current website (if desired)</i>	\$9,200.00	\$9,200.00
1	LANDLORD ACCESS <i>Landlord Access allows Landlords to log into their account and view their voucher history, upcoming inspections, and inspection results. Purchase includes setup of the program, training, license, upgrades, support and hosting for one year, and Integration with your current website (if desired)</i>	\$8,600.00	\$8,600.00
PARTNER ACCESS SUB-TOTAL=====>			\$17,800.00

TRAINING

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	DAYS OF ON-SITE DISCOVERY <i>Discovery Phase - Complete Setup of System</i> <i>This phase is used to discuss your housing authority's business process so that the system will be setup to align with your processing upon final delivery. Form Letters and required routine reports will be collected and analyzed.</i>	\$995.00	\$4,975.00
4	DAYS OF ON-SITE ACCOUNTING TRAINING <i>Master Setup, General Ledger, Accounts Payable</i> <i>Budget Management, Check Reconciliation</i> <i>Grant Management, Purchase Order</i> <i>Fixed Assets Inventory, Financial Report Writer</i>	\$995.00	\$3,980.00
8	DAYS OF ON-SITE SECTION 8 TRAINING (2 Trips) <i>[Rent Reasonableness]</i> <i>Occupancy and Rent Calculation (S8)</i> <i>Section 8 Tenant and Landlord</i> <i>PIC Submissions</i> <i>Check Processing</i> <i>Other Subsidy/Program Management</i>	\$995.00	\$7,960.00
4	DAYS OF ON-SITE PUBLIC HOUSING TRAINING <i>Occupancy and Rent Calculation (PH)</i> <i>Tenant Accounts Receivable</i> <i>PIC Submissions</i>	\$995.00	\$3,980.00
4	DAYS OF ON-SITE APPLICANT LIST TRAINING <i>Section 8 Intake Process Training</i> <i>Public Housing Intake Process Training</i> <i>Other Intake Process Training</i>	\$995.00	\$3,980.00
3	DAYS OF ON-SITE MAINTENANCE TRAINING <i>Work Orders</i> <i>Public Housing Inspections (UPCS)</i> <i>Section 8 Inspections (HQS)</i>	\$995.00	\$2,985.00
8	DAYS OF ON-SITE DATA VALIDATION <i>On-site data validation is used during final delivery for faster turnaround and to ensure the go-live date is met. Reports are run on both systems to verify all the information is correct. If all is correct and approved, the HA will sign off on the final validation.</i> <i>2 TRAINERS X 4 DAYS</i>	\$995.00	\$7,960.00
8	DAYS OF ON-SITE "GO-LIVE" ASSISTANCE <i>Tenmast will have 2 trainers on-site to assist with your "Go-Live". Our experience with implementations of like size/complexity has proven our "Go-Live" Assistance to be a large benefit.</i> <i>2 TRAINERS X 4 DAYS</i>	\$995.00	\$7,960.00
	FOLLOW-UP TRAINING: <i>Follow-Up training occurs after Client has starting using the software. These training session are used to reinforce efficient and effective use of the system for all users. Agency processes, management tools, and the Custom Report Writer are also reviewed in this phase. Actual agendas for the trainings will vary based on Client needs.</i>		
4	DAYS OF ON-SITE FOLLOW-UP TRAINING (Public Housing)	\$995.00	\$3,980.00
4	DAYS OF ON-SITE FOLLOW-UP TRAINING (Section 8)	\$995.00	\$3,980.00
4	DAYS OF ON-SITE FOLLOW-UP TRAINING (Accounting)	\$995.00	\$3,980.00
	TRAINING SUB-TOTAL =====➔		\$55,720.00

*Client will be charged reasonable travel expenses at cost for on-site trainings.

DATA CONVERSION

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	"DELUXE" FULL DATA CONVERSION WITH DETAILED HISTORICAL DATA INCLUDES 2 MOST RECENT YEARS OF HISTORY. DATA CONVERSION FOR ADDITIONAL HISTORY MAY BE AVAILABLE AT THE COST OF 10% OF THE QUOTED AMOUNT FOR EACH YEAR BEYOND 2 YEARS.	\$59,500.00	\$59,500.00

*Tenmast may perform several data conversions depending on the scope of work as identified with the DCO (Data Conversion Order). Tenmast will write custom scripts to handle Client's data. Communication with Client's technical staff and the data conversion team will be critical for success. To ensure quality training takes place client data will be re-processed into a database for training. This will allow Tenmast to again verify the integrity of the converted data and quantify the amount of time required from start to finish establishing a base line for the final conversion. The final conversion is intended to be as automated as possible.

*Tenmast will perform data validation where an expert assists in conversion and validation - this dedicated validation period is used during final delivery for faster turnaround and to ensure the go-live date is met. Reports are run on both systems to verify all the information is correct. If all is correct and approved, the HA will sign off on the final validation.

"DELUXE" FULL DATA CONVERSION PROCESS INCLUDES 3 DATA COVERSIONS:

- Data Conversion #1 - Initial
- Data Conversion #2 - Dry Run/Training
- Data Conversion #3 - Final

Note: Tenmast has converted data from MST (Modern Software Technology) on multiple projects. Our experience with this specific data conversion ensures an accurate and complete conversion to Tenmast Software.

"DELUXE" FULL DATA CONVERSION FROM MST INCLUDES:

Occupancy (PH/S8/Other):

- Assets
- Caseworkers
- Check Adjustments
- Check History
- Collection Loss Accounts
- Collection Loss Detail
- Dependents
- Expenses
- FSS Information
- GL Account Mapping
- Income
- Landlord ACH (Direct Deposit)
- Landlords (Active/Inactive)
- Pet Deposits
- PHAS Events (Move-In/Move-Out)
- Portability
- Projects / Increments / AMPs
- References
- Repayment Agreement Detail
- S8 Properties
- S8 Utility Setup
- Security Deposit Balances
- Security Deposit Details
- TAR Accounts - Current Balances
- TAR Accounts Detail
- Tenant Contracts/Leases
- Tenant Notes
- TAR Transaction Types
- Units / Buildings/ Entrances
- Vouchers
- YTD 1099 Totals

General Ledger:

- Chart Of Accounts
 - Beginning Balances
 - GL Detail
 - Bank Accounts
 - Account Types
 - GL Detailed History
- Accounts Payable:**
- Vendors
 - Invoice History
 - Check History
 - Recurring Invoices

Check Reconciliation:

- Check Register

Payroll:

- Employees
- Direct Deposit
- Income Types
- Payroll Deductions
- YTD Totals

Purchase Orders:

- Closed PO History
- Open Purchase Orders

Fixed Assets:

- Asset Classes
- Asset Locations
- Asset Types
- Active Depreciable Assets
- Fully Depreciated Assets
- Stoves/Refrigerators
- Non Depreciable Assets

Applicant List:

- Waiting Lists
- Preferences
- Current Applicants
- History Applicants
- Applicant Notes
- Caseworkers
- Dependents
- Income
- Assets
- Expenses
- References

Inventory:

- Item Kinds
- Item Locations
- Quantity on Hand
- Inventory Transactions
- Inventory Items
- Minimum Quantities
- Restock Quantities

Work Orders:

- Job Codes
- Fixed Work Order Charges
- WO Employees
- WO Statuses
- WO Priorities
- Work Order history

Meter Readings:

- Utility Allotments
- Current Meter Readings
- Meter Reading History
- Meter Numbers

DATA CONVERSION SUB-TOTAL=====

\$59,500.00

LETTER MIGRATION & CUSTOM REPORT CREATION

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	CUSTOM REPORT CREATION - BUNDLE OF 10 CUSTOM REPORTS <i>The system comes with a set of "standard" reports developed over the years to meet the requirements of the clients using our system. Any required custom reports will be created by Tenmast during the Migration period for the specified cost.</i> <i>*Quantity is estimated. Exact needs will be determined as we get closer to a final quote.</i>	\$4,800.00	\$4,800.00
4	FORM LETTER MIGRATION - BUNDLE OF 20 <i>Form Letters are user defined documents that are printed from Tenmast programs with current data stored in the Tenmast system. Examples of form letters include Annual Recertification Letters, Expense Verification Letters, Asset Verification Letters, Notice of Abatement, etc. Form letters will be migrated from the legacy system to the Tenmast system by copying text from your current letters and inserting the required data fields in the text of the documents. You must provide the text for all form letters to Tenmast in electronic format (RTF or DOC) during the Discovery process.</i> Note: If a letter in the legacy system requires custom programming to recreate the functionality of the letter in the Tenmast system, the cost of the custom programming will be charged in addition to the letter migration.	\$960.00	\$3,840.00
LETTER MIGRATION & CUSTOM REPORT CREATION SUB-TOTAL=====>			\$8,640.00

COMMERCIAL SOFTWARE

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
COMMERCIAL SOFTWARE:			
1	SQL SERVER LICENSE	\$500.00	\$500.00
135	SQL WORKSTATION LICENSE <i>Each workstation running the programs requires a SQL Workstation License Quantity has been estimated. Final needs TBD.</i>	\$125.00	\$16,875.00
COMMERCIAL SOFTWARE SUB-TOTAL=====>			\$17,375.00

HOUSING INTELLIGENCE PORTAL (HIP)

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	HOUSING INTELLIGENCE PORTAL (HIP) <i>The Housing Intelligence Portal (HIP) provides your housing authority the ability to monitor a set of Key Performance Indicators (KPIs) and use that data to make business decisions. HIP will present KPIs in graphical formats (charts, graphs, gauges) that will facilitate quick and easy analysis of trends, warnings, and comparisons. The data for each KPI is pulled directly from the WinTen2 database. HIP also includes warning limits on the indicators to help the user locate problem areas that need attention.</i>	\$25,000.00	\$25,000.00
6	HOURS OF INTERNET/PHONE HIP TRAINING <i>Training includes Complete Training in the Housing Intelligence Portal and the use and understanding of relevant Key Performance Indicators</i>	\$120.00	\$720.00
HOUSING INTELLIGENCE PORTAL (HIP) SUB-TOTAL=====			\$25,720.00

INTERACTIVE VOICE RESPONSE SYSTEM (IVR)

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	INTERACTIVE VOICE RESPONSE SYSTEM (IVR) <i>The Tenmast Interactive Voice Response (IVR) system is designed for applicants and current tenants. Applicants can simply call a phone number, enter their SSN and the "auto-attendant" will give them their current waiting list position. Current tenants can obtain balances and due dates. The program reduces the amount of time your agency spends fielding status phone calls which in turn saves your agency money. Purchase includes all training and setup.</i>	\$7,500.00	\$7,500.00
<i>IVR HARDWARE:</i>			
1	IVR CARD <i>Dialogic D/41 IVR Card</i>	\$895.00	\$895.00
1	DELL OPTIPLEX 360 <i>DELL OPTIPLEX 360 MINI TOWER, 2GB MEMORY, DELL USB KEYBOARD, DELL 17" FLAT PANEL MONITOR, 80 GB HARD DRIVE, WINDOWS VISTA, OPTICAL USB MOUSE, 48X32 CDR/DVD, 256 ATI RADEON GRAPHICS CARD, 3 YEAR LIMITED WARRANTY</i>	\$970.00	\$970.00
1	CONFIGURATION	\$350.00	\$350.00
1	SHIPPING (ESTIMATE)	\$100.00	\$100.00
INTERACTIVE VOICE RESPONSE SYSTEM SUB-TOTAL=====			\$9,815.00

HARDWARE (SERVER)

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>DELL SERVER: POWEREDGE R610 PE R610 with Chassis for Up to Six 2.5-Inch Hard Drives and Intel 56XX Processors PowerEdge R610 Shipping 24GB Memory (6x4GB), 1333MHz Dual Ranked LV RDIMMs for 2 Procs, Optimized Embedded Broadcom, GB Ethernet NICS with TOE and iSCSI Offload Enabled Embedded Broadcom, GB Ethernet NICS with TOE Intel Xeon X5690 3.46GHz, 12M Cache, 6.40 GT/s QPI, 6C Intel Xeon X5690 3.46GHz, 12M Cache, 6.40 GT/s QPI, 6C PowerEdge R610 Heat Sinks for 2 Processors HD Multi-Select PERC H700 Integrated RAID Controller, 512MB NV Cache Power Saving BIOS Setting Windows Server 2008 R2 SP1, Standard Edition, Includes 5 CALS Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 iDRAC6 Express DVD+/-RW, SATA, INTERNAL Bezel Electronic System Documentation and OpenManage DVD Kit RAID 10 for H700 or PERC 6/i Controllers ReadyRails Sliding Rails With CableManagement Arm High Output Power Supply Redundant, 717W 80GB Microsoft OS Partition OvOverride Dell Hardware Limited Warranty Extended Year Dell Hardware Limited Warranty Plus On Site Service Initial Year Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter Optical Mouse, Two Buttons, USB, Black Dell QuietKey Keyboard, No Hot Keys, English, No Palmrest, ESG 600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive 600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive 600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive 600GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive</p>	\$10,727.53	\$10,727.53
	<i>CONFIGURATION</i>		\$1,600.00
	<i>SHIPPING (ESTIMATE)</i>		\$100.00
	HARDWARE (SERVER) SUB-TOTAL =====>		\$12,427.53

SUMMARY

DESCRIPTION	TOTAL PRICE
WINTEN ² SOFTWARE PROGRAMS SUB-TOTAL	\$169,800.00
PARTNER ACCESS SUB-TOTAL	\$17,800.00
TRAINING SUB-TOTAL	\$55,720.00
DATA CONVERSION SUB-TOTAL	\$59,500.00
LETTER MIGRATION & CUSTOM REPORT CREATION SUB-TOTAL	\$8,640.00
COMMERCIAL SOFTWARE SUB-TOTAL	\$17,375.00
HOUSING INTELLIGENCE PORTAL (HIP) SUB-TOTAL	\$25,720.00
INTERACTIVE VOICE RESPONSE SYSTEM (IVR) SUB-TOTAL	\$9,815.00
HARDWARE (SERVER) SUB-TOTAL	\$12,427.53
TRAVEL (ESTIMATE)	\$26,740.00
SUPPORT & UPGRADES - 1st year included in software license cost	\$0.00
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INITIAL PURCHASE TOTAL =====	\$403,537.53
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UNLIMITED SUPPORT & UPDATES - YEAR 1:	\$0.00
UNLIMITED SUPPORT & UPDATES - YEAR 2:	\$55,400.00
UNLIMITED SUPPORT & UPDATES - YEAR 3:	\$58,150.00
UNLIMITED SUPPORT & UPDATES - YEAR 4:	\$60,900.00
UNLIMITED SUPPORT & UPDATES - YEAR 5:	\$63,650.00
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5 YEAR PROJECT TOTAL =====	\$641,637.53

Support & Updates annual cost includes unlimited support, HUD updates, and all software releases during the year. Tenmast will maintain compliance with ongoing changes in HUD Regulations, provide continuous product enhancements and resolution for user problems, and correct software bugs (if necessary) at no additional cost. Following Year 5, Support and Upgrades annual cost is subject to increase at a rate not to exceed eight percent per year. Any Additional or Optional Items purchased may increase Support and Updates cost.

Client will be charged reasonable travel expenses for on-site visits. Travel estimate includes airfare, rental car, lodging, parking, mileage and meals. All costs are estimated based on highest available cost data at the time of the quote. Your agency will be billed for Tenmast's actual cost incurred. Travel costs for training and installation for the Housing Authority of the County of Riverside are estimated at \$26,740.

Enhancement requests are collected by Tenmast throughout the year. These enhancements are usually scheduled for release at a later date for at no additional charge. Should your agency request a customization/enhancement specific to your agency, and you prefer faster delivery than a future release, your agency will be quoted separately for the project.

Any custom programming not shown on this quote may be available upon review of company resources and PHA requirements. Such custom programming will be quoted at the rate of \$120 per hour. During the Implementation/Discovery phase, Tenmast will provide analysis of necessary modifications to the software package proposed and cost estimates for said modifications.

If custom reports requested by Client contain data not currently collected in the Tenmast system, there may be a custom programming charge and implementation schedule involved with getting that added into the system.

Trainings should be limited to no more than 20 participants. Additional training limitations may include the amount of equipment and facility space available for training. Training facility and equipment are provided by Client. Should Tenmast be requested to arrange training facility and/or training equipment, additional costs will be billed to Client at actual cost incurred.

Tenmast is a reseller of all hardware sold. The vendor we use to purchase hardware from does not allow for returns, therefore we are unable to accept returns as well.

Prices quoted are good for 90 days after which time the prices may change. Tenmast reserves the right to review these prices as needed.

The WinTen2 system comes with a set of canned reports developed over the years to meet the requirements of the clients using our system. Any custom reports required by client during Implementation will be created by Tenmast at the cost of \$300 per report.

Commercial Software quantities are estimates. Exact needs to be determined.

Tenmast will make every effort to convert data as stated in the proposal/quotation worksheet. Some data may not be possible to convert or may delay delivery for a variety of reasons. These reasons include, but are not limited to, missing key information (SSN's, links to other data sets, etc.), no data integrity (misspellings, bad calculations or macros), multiple data formats of similar data, elaborate Microsoft Excel files, and more.

Tenmast offers various professional services that may be quoted as hourly charges. These services include, but are not limited to, custom programming, training, data manipulation, IT contracting, and more. Most projects are quoted as whole projects (without hourly costs), however hourly charges are necessary from time to time. All projects, regardless of hourly or firm-fixed price, require authorized approval from your housing authority. The typical hourly charge is \$120 per hour.