



WEST VALLEY WATER DISTRICT  
855 W. Base Line Road, Rialto, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849

**SAFETY AND TECHNOLOGY COMMITTEE MEETING  
AGENDA**

**TUESDAY, MARCH 9, 2021 - 6:00 PM**

**NOTICE IS HEREBY GIVEN** that West Valley Water District has called a meeting of the Safety and Technology Committee to meet in the District Headquarters, 855 W. Base Line Road, Rialto, CA 92376.

**Teleconference Notice:** In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Committee Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial (888)475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to [administration@wvwd.org](mailto:administration@wvwd.org). If you require additional assistance, please contact the Executive Assistant at [administration@wvwd.org](mailto:administration@wvwd.org).

**BOARD OF DIRECTORS**

Director, Dr. Michael Taylor, Chair  
Director, Kyle Crowther

**I. CALL TO ORDER**

**II. PUBLIC PARTICIPATION**

*The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.*

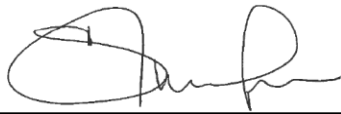
**III. DISCUSSION ITEMS**

1. Update to Safety and Technology Committee
2. Update on the Tyler Incode 10 Inventory Control Module Implementation
3. Update on the Transition to Spectrum
4. Update on the Immaculight UV Disinfection System
5. Consider a License Renewal for Planet Bids E-Procurement Software

**IV. ADJOURN**

**DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Safety and Technology Committee Agenda at the District Offices on March 5, 2021.**



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**Lizett Santoro, Executive Assistant**



**BOARD OF DIRECTORS  
SAFETY AND TECHNOLOGY COMMITTEE  
STAFF REPORT**

**DATE:** March 9, 2021  
**TO:** Safety and Technology Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** UPDATE ON THE TYLER INCODE 10 INVENTORY CONTROL  
MODULE IMPLEMENTATION.

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**BACKGROUND:**

West Valley Water District (the “District”) uses Enterprise Resource Planning (ERP) software to integrate many of its core business processes and functions into one system. At its September 6, 2018 meeting, the Board authorized staff to execute an agreement with Tyler Technologies (“Tyler”) to implement Incode 10 as a replacement for the old ERP. At its October 15, 2020 meeting, the Board of Directors authorized staff to contract with Tyler to implement the Inventory Control Module for Incode 10.

**DISCUSSION:**

The software for the Inventory Control Module was installed on 12/03/20. Implementation was originally scheduled to begin the week of 01/04/21 - 01/07/21. However, due to a staffing resource issue at Tyler, the implementation was delayed until 01/25/21. Staff attended the initial training session and began working on data conversion activities. Those activities have been completed, and staff has reached out to Tyler to schedule the remaining training sessions to complete the implementation and to develop best practice workflows. However, those activities have not yet been scheduled.

**FISCAL IMPACT:**

No additional fiscal impact. Funding for the Inventory Control Module was included in CIP project W18035.

**STAFF RECOMMENDATION:**

Receive and file.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

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**BOARD OF DIRECTORS  
SAFETY AND TECHNOLOGY COMMITTEE  
STAFF REPORT**

**DATE:** March 9, 2021  
**TO:** Safety and Technology Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** UPDATE ON THE TRANSITION TO SPECTRUM

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**BACKGROUND:**

West Valley Water District (“District”) currently contracts with AT&T for Fiber Internet Access, Trunking Service (PRI service for the VoIP telephone system), Plain Old Telephone Service (POTS) lines, and several cellular modems for telemetry. At its September 3, 2020 meeting the Board of Directors authorized staff to execute a service agreement with Spectrum Enterprise for most, but not all, of the current telcom services.

**DISCUSSION:**

A new fiber line and a fiber termination box were installed at the District headquarters on 02/16/21. The internet service and PRI service equipment is scheduled for installation on 03/15/21. Once the equipment is installed, the upgraded internet service will be available immediately. The transition for the PRI service is tentatively scheduled for 03/29/21.

All POTS lines at the District Headquarters have been transitioned to Spectrum. Staff is still working with Spectrum to address lines at the South Operations Building and at the Oliver P. Roemer Water Treatment Plant.

**FISCAL IMPACT:**

Internet and telephone services are included in the FY 2021 Budget. An overall net reduction to the monthly expenses of approximately \$3,600 is anticipated. The total savings for the current fiscal year will depend on the timing of when the installation is completed, and services are fully transitioned.

**STAFF RECOMMENDATION:**

Receive and file.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

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**BOARD OF DIRECTORS  
SAFETY AND TECHNOLOGY COMMITTEE  
STAFF REPORT**

**DATE:** March 9, 2021  
**TO:** Safety and Technology Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** UPDATE ON THE IMMACULIGHT UV DISINFECTION SYSTEM

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**BACKGROUND:**

This item was discussed at the **12/08/2020 Safety and Technology Committee meeting**, the **12/09/2020 Finance Committee meeting**, the **12/17/2020 Board of Directors Meeting**, and the **01/21/2021 Board of Directors Meeting**.

Since the onset of the COVID-19 Pandemic, the West Valley Water District's, ("District"), Board of Directors has taken a proactive approach towards protecting the health and safety of District employees and ratepayers. Included among the various steps taken to help prevent the spread of the virus are the closing of the Customer Service Foyer, the implementation of a telecommuting program, the implementation of social distancing measures, the procurement and distribution of personal protective equipment, (PPE), and the increase of cleaning & disinfection services.

Staff has been in contact with Alliance Companies USA, ("Alliance"), regarding the potential installation of UVC Bacterial Disinfection Technology, ("Immaculight"), at District facilities.

**DISCUSSION:**

At the 01/21/2021 meeting, the Board instructed staff to proceed with issuing a purchase order to Alliance as required to initiate the process of confirming eligibility for reimbursement by the Federal Emergency Management Agency (FEMA). Once a determination is made by FEMA, staff will report back to the Board of Directors for further direction.

Staff was able to establish contact with a Disaster Assistance Program Specialist at the California Office of Emergency Services, (CalOES), whose role is to provide guidance on submitting reimbursement application packages to the FEMA. Staff was provided with guidance on the documentation that should accompany the application in order to increase the chances of approval. The documentation gathering process is expected to be completed within the week and the application package will be submitted.

**FISCAL IMPACT:**

This project was NOT contemplated in the CIP Budget for FY 2021. If the Board decides to proceed with the project, it would need to authorize funding.

**STAFF RECOMMENDATION:**

Receive and file.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

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**BOARD OF DIRECTORS  
SAFETY AND TECHNOLOGY COMMITTEE  
STAFF REPORT**

**DATE:** March 9, 2021  
**TO:** Safety and Technology Committee  
**FROM:** Shamindra Manbahal, Acting General Manager  
**SUBJECT:** CONSIDER A LICENSE RENEWAL FOR PLANET BIDS E-  
PROCUREMENT SOFTWARE

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**BACKGROUND:**

West Valley Water District (“District”) purchased and implemented the Electronic Procurement Software, Planet Bids, in 2016 with the goal to electronically streamline the formal solicitation process and connect the District with vendors and suppliers in a much more efficient and cost effective fashion. Planet Bids is the premier e-procurement software on the market with over 240 Public Agencies using it, including many water districts in California.

**DISCUSSION:**

Planet Bids has been an extreme success for the District and has ensured transparency, fiscal responsibility and record keeping of documentation. Furthermore, it has allowed the District transition into the electronic and digital age of facilitating formal solicitations online. This was further highlighted when the COVID-19 pandemic began and the District was already prepared and ready to operate solely online. It also helped the District in networking and finding similar solicitation of services which streamlined the District.

The current 5 year contract signed in March of 2016 will expire March of 2021. The District has been very satisfied with Planet Bids and would like to enter into another agreement for 5 years as shown in **Exhibit A**. A 3 year option was presented but had a higher annual increase. **Exhibit B** is the sole source justification on the renewal of Planet Bids agreement along with competitor’s information and pricing.

**FISCAL IMPACT:**

The item is included in the FY20-21 Budget under Contracts and Licensing. Future renewals \$13,147.40 will be budgeted annually in future Fiscal Year budgets.

**STAFF RECOMMENDATION:**

That this item be submitted for consideration and approval by the full Board at a future Board of Directors meeting. Staff also recommends that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

*Shamindra Manbahal*

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Shamindra Manbahal, Acting General Manager

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**ATTACHMENT(S):**

1. Exhibit A and B - Planet Bids Staff Report

# Exhibit A



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992-1771

## PB System™ SUPPORT SERVICES AGREEMENT

This SUPPORT SERVICES AGREEMENT (“Agreement”), which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 4<sup>th</sup> day of February 2021, by and between PLANETBIDS, INC., a California corporation, (“PlanetBids”) and the following customer (“Customer”) for the period from March 7, 2021 to March 6, 2026:

Customer Name:	<u>West Valley Water District</u>
Street Address	<u>855 W. Base Line Road</u>
City, State ZIP	<u>Rialto, CA 92376</u>
Department:	<u>Finance</u>
Principal Contact:	<u>Al Robles</u>
Title:	<u>Purchasing Supervisor</u>
Phone & Email:	<u>(909) 875-1804 x341, arobles@wwwd.org</u>
Method of Payment:	<u>Net 30 days</u>

**THEREFORE**, PlanetBids and the Customer agree as follows:

**1. PlanetBids Services.** Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more fully described in Exhibit “A”.

- a) **“Services”** shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit “A” hereto:
- (i) use of the PlanetBids “PB System™” by a specific number of Customer licensed System users
  - (ii) Additional Customer licensed module users
  - (iii) Vendor management and Bid management modules for vendor registration, posting and tracking Bid Requests and other information on Customer’s website or private internet network, and, at Customer’s option, to process and distribute Bid Requests to additionally available PlanetBids suppliers within their selected categories;
  - (iv) Advanced eBidding for Public Works add-on module;
  - (v) Evaluation Management add-on module;

- (vi) Business Certification module;
  - Prequalification Management (CUPCCAA or Standard version)
  - Business Forms
- (vii) Contract Management module;
- (viii) Insurance Certificate Management module;
- (ix) Insurance Certificate Management with My Insurance module;
- (x) Emergency Operations module (agency-wide access);
- (xii) access and use of the PlanetBids "Outreach" database.

**Customer shall not have access or use of any modules or features not listed in Exhibit "A"**

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's site on the PlanetBids PB System™. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1 will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or stored on the PB System™.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all such improvements, amendments and/or optional services as they appear.

**PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.**

**2. Fees and Payments.**

**Support Fees.** Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

a) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":

- 1) Customization work in addition to standard set-up shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility analysis and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setting forth the price, estimated schedule and any conditions of the project.. PlanetBids shall not proceed until approval is received in writing from Customer.

- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 3 of Exhibit "A", is available at rates set in Exhibit "B".
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary, at rates set forth in Exhibit "B".

b) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to [alan@planetbids.com](mailto:alan@planetbids.com) or mailed to the following address;

**PlanetBids, Inc.**  
**13263 Ventura Blvd., Suite 101**  
**Studio City, CA 91604**  
**Attn: Alan Zavian**

### 3. Use of Services.

a) The compilations of data and content contained in the PlanetBids "Outreach" database is the proprietary information of PlanetBids. PlanetBids grants to Customer a non-exclusive right to use Outreach compilations solely in connection with bids and procurements solicited using the PlanetBids PB System™ Vendor Management and Bid Management. Customer agrees that it will not copy, use or access the Outreach compilations for any other purpose or for use in connection with any other bid or procurement solicitation service. In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

b) PlanetBids is not responsible for the content and/or transactions that Customer post on or through the Services. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and, in addition to other remedies for breach provided in this Agreement, to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operation policies.

1) Customer agrees to comply with all applicable laws, ordinances and regulations and prudent business practices related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the

unauthorized use or publication of any such identification codes with respect to the Services.

3) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

c) Although the Customer's solicitation, bid and contract information is collected, processed, managed and stored on the PlanetBids PB System™, PlanetBids does not control or monitor any of such information or processes and is not aware of the specific uses thereof by the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of or related to the communications or Bid Requests and the completed or uncompleted transactions of Customer utilizing the Services.

#### **4. Warranty.**

a) PlanetBids warrants that (i) the performance of Services by PlanetBids shall comply with all applicable federal, state, county and local laws and ordinances, and the PlanetBids PB System™ will comply with all applicable safety regulations and codes, (ii) all Services to be performed hereunder will be performed in a professional and workmanlike fashion and will comply with industry standards, (iii) the PlanetBids PB System™ does not infringe or violate any third party patent, copyright or other intellectual property, (iv) the PlanetBids PB System™ will be free from any liens, encumbrances or claims, and for a period of 90 days initial access by Customer, will conform in all material respects to applicable specifications and product descriptions. Further, PlanetBids will not knowingly include therein any malicious code designed to disrupt or otherwise impair the operation of the Services or to permit any surreptitious collection of information.

b) PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PLANETBIDS DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM.

c) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

**5. Indemnity.** Each party will indemnify and defend and hold harmless the other party from and against all claims, liabilities, damages and expenses, including reasonable attorney fees, arising out of any property damage, personal injury or death, sustained by such other party as a result of the gross negligence or willful misconduct of the indemnifying party or its agents or employees.

## 6. Termination.

a) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

b) Termination Other Than For Cause. Customer may terminate this Agreement in whole but not in part by giving PlanetBids no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for Year 1, Year 2, Year 3 or Year 4 of this Agreement that first occurs following the end of the foregoing notice period each consecutive year. PlanetBids will not refund Customer any amounts that have been prepaid for actual or successive year(s) of services.

## 7. Confidentiality.

a) PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids.

b) Notwithstanding the foregoing, PlanetBids will have the right to use Customer's name, logo and marks only, (i) in the performance of the Services, (ii) to list Customer as a prospective user of products and services in the PlanetBids "Outreach" database, and (iii) to identify Customer as a customer and/or user of the Services in PlanetBids marketing materials and on its website. Further, PlanetBids may use any voluntary feedback of Customer on PlanetBids performance, services or products for any reasonable business purpose that is not injurious to Customer.

**8. Copyright Protection.** The PB System™ and PlanetBids' date formats and compilations are protected by worldwide copyright laws and related international treaties, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to [customerservice@PlanetBids.com](mailto:customerservice@PlanetBids.com). Permission to use shall be granted in the sole discretion of PlanetBids.



## 9. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. It is recommended that Customer use the latest browsers to ensure that the SSL protocol is acceptable and you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its usernames and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its username and password, but the Customer shall be responsible for all activity and charges incurred by such employees. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at [customerservice@PlanetBids.com](mailto:customerservice@PlanetBids.com). Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

## 10. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to [customerservice@PlanetBids.com](mailto:customerservice@PlanetBids.com), with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays,

unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

**- Signature Page on Next Page -**

- Signature Page -

**AGREED** effective as of the date first written above.

PLANETBIDS, INC.

Customer: West Valley Water District

By: \_\_\_\_\_  
Alan Zavian, Chief Executive Officer

By: \_\_\_\_\_

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

## EXHIBIT "A"

**STATEMENT OF WORK  
FOR SETUP, IMPLEMENTATION AND TRAINING**

**1. Customer System Configuration:**

Services available to Customer shall be utilized by the Engineering and Purchasing Departments and shall include:

**A.** Access for up to two (2) full licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

(i) Vendor Management and Bid Management modules

**B.** Access for up to one (1) licensed users of Customer to the following module of the PlanetBids "PB System™":

(i) Quick Quote - Limited access to the Vendor and Bid Management modules to conduct and manage Quick Quotes

**C.** Access for up to three (3) licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

(i) Insurance Certificate Management module

**D.** Access for up to four (4) licensed user of Customer to the following access to the PlanetBids "PB System™":

(i) Read-Only

**E.** Access and use of the PlanetBids "Outreach" database for no additional cost.

**2. PB System™ Access Services:**

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – Is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

**3. PB System™ Set-up, Implementation and Training:**

- PlanetBids will initially install for Customer the specified number of licensed PB System™ users
- PlanetBids will provide a 2.0-hours training online for PB System™ Vendor Management and Bid Management modules

#### 4. **PB System™ set-up, implementation and training consists of the following:**

##### **A. Initial program definition**

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, online training will be scheduled and performed.

##### **B. System implementation and administration**

PlanetBids will enter and configure Customer requirements into PB System™ for each licensed user access for Customer.

The following implementation services will be provided:

- a. Link from and to Customer's procurement web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

#### 5. **Professional Services**

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

#### 6. **Help Desk**

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic "Level 1" support although PlanetBids will provide Level 1 or Level 2 support at any time:

- A Level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). PB System™ related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.

- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

## **7. User License(s) Management**

It is the responsibility of Customer to monitor and maintain usernames and passwords if and when a licensed user of the PB System™ needs to be reassigned to a new user within the Customer's organization.

## EXHIBIT "B"

**FEES AND PAYMENTS**

a. **Support Fees.** Customer agrees to pay PlanetBids a total of \$12,632.00 for Year 1. Payment for Year 1 shall be due and payable 30 days from the time of execution of this Agreement. The fees for each Year 2, Year 3, Year 4 and Year 5, as outlined in Table (A) below, are payable in advance within 30 days of the first day of each such year:

- 1) **Set-Up Fee.** This Agreement is a renewal. Therefore, there is no setup fee due by Customer.
- 2) **Service Fee Payment.** Customer agrees to pay for the use of the PB System™ modules; a service fee of \$12,632.00 for Year 1 of this Agreement, and for each Year 2, Year 3, Year 4 and Year 5 as outlined in Table (A). A two (2) percent increase in fees applies upon renewal each Year for Year 2, Year 3, Year 4 and Year 5, as outlined in Table (A).

Table (A)

<b>PB System™ MODULES</b>	<b>YEAR 1</b> 2021 - 2022	<b>YEAR 2</b> 2022 - 2023	<b>YEAR 3</b> 2023 - 2024	<b>YEAR 4</b> 2024 - 2025	<b>YEAR 5</b> 2025 - 2026
Vendor & Bid Management (2 User License)	\$ 6,612.00	\$ 6,744.00	\$ 6,879.00	\$ 7,017.00	\$ 7,157.00
Quick Quote (1 User License)	\$ 500.00	\$ 510.00	\$ 520.00	\$ 531.00	\$ 541.00
Insurance Certificate Mngt. (3 User License)	\$ 3,570.00	\$ 3,641.00	\$ 3,714.00	\$ 3,789.00	\$ 3,864.00
Read-Only (4 User License)	\$ 1,950.00	\$ 1,989.00	\$ 2,029.00	\$ 2,069.00	\$ 2,111.00
<b>Sub-Total</b>	\$ 12,632.00	\$ 12,885.00	\$ 13,142.00	\$ 13,405.00	\$ 13,673.00
<b>TOTAL</b>	<b>\$ 12,632.00</b>	<b>\$ 12,885.00</b>	<b>\$ 13,142.00</b>	<b>\$ 13,405.00</b>	<b>\$ 13,673.00</b>

b. **Additional Services.** If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.

- 1) Training: \$750.00, for a single online training session of up to 2 hours.
- 2) Data Retrieval and Restoration: \$145.00 per hour, unless otherwise quoted for a specific project.

# Exhibit B



**WEST VALLEY WATER DISTRICT SINGLE/SOLE SOURCE JUSTIFICATION**

**SECTION I- INSTRUCTION FOR COMPLETING THIS FORM**

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the District Purchasing Supervisor or designee shall approve ALL sole source requests for commodities that exceed \$500 and services exceeding \$500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former District, General Manager shall approve the sole source request, **regardless of the sole source amount.**
5. Board approval is required for all sole source contracts for commodities that exceed \$25,000 and services exceeding \$25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Purchasing Supervisor shall retain a copy of the justification as part of the contract file.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the Purchasing Supervisor.

**SECTION II- DEPARTMENT INFORMATION**

Department: Purchasing	Date: 2/24/21
Vendor Name: Planet Bids	Bid Number:
Is the above-named vendor a retired employee of the District? No	
If "Yes", review and Approval is required from GM prior to Contract execution.	

Amount: <b>\$65,737</b>	Contract Term (Dates): <b>5 Years</b>	Is Agreement Funded? <b>Yes</b>	Propriety? <b>Yes</b>	
Type of Request: License Renewal for Electronic Procurement Software				
Board Date:	Resolution Number:	If not scheduled go to the board explain why?		

Does Contract include Non-Standard language? If yes, explain why. No

Was Contract Approved by legal counsel? Pending	Requisition Number:	Supplier Name and Number:
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Were any exceptions taken? If yes, explain why in detail.

**SECTION III-SOLE SOURCE JUSTIFICATION**

**1. Provide a description of the type of contract to be established.** (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

The contract is software license for Electronic Procurement to be able to manage formal solicitations.

**2. Provide a detailed description of services/commodities to be provided by the vendor.** (This information may be obtained from the scope of work prepared by the District and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

Planet Bids is software that provides the Purchasing Department great efficiency in posting, evaluating and networking with various vendors and Public Agencies to procure many goods and services at the Board approval limit.

**3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all**

**other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation.** (Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

The recommended vendor is the only one capable of providing the service for the District because Planet Bids is what the District is currently using. It is their software and they are the only ones that can provide a renewal contract for it. Other e-procurement software was researched and is attached.

**4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the District's requirements.** (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the District). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

Bid Net Direct was contacted and pricing was obtained and it was very comparable to Planet Bids. Although they could possibly fulfill the District's requirements, it would be a huge cost and an extraordinary amount of time to change over when the District is greatly satisfied with Planet Bids and sees no reason to change over at this time.

**5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available.** Attach additional sheet if necessary.

Planet Bids cost is reasonable compared to the general market as shown in the attached document.

**6. If recommended vendor could not provide the product or service, how would the District accomplish this particular task?** Attach additional sheet if necessary.

The District would not be able to accomplish this particular task electronically. The District would revert back to manually opening bids, greatly increase hard copies of bids and would be a huge set back in that aspect.

**7. If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?**

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

Vendor is not a retired or former employee.

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A

**SECTION IV- AUTHOR/REQUESTOR**

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the District. I know of no conflict or interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature: <i>Al Robles</i>	Print Name: Al Robles	Date: 3/4/21
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**SECTION V- GENERAL MANAGER APPROVAL** (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature	Name:	Date:
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**SECTION VI- PURCHAING SUPERVISOR**

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature: <i>Al Robles</i>	Name: Al Robles	Date: 3/4/21
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**SECTION VII- DEPARTMENT HEAD APPROVAL**

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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# Contact

BidNet Direct experts help you achieve efficiencies by improving the way procurement information is gathered, analyzed and factored into your process. Contact us today to learn how we can help your business succeed.

 1-800-835-4603

 [buyersupport@bidnet.com](mailto:buyersupport@bidnet.com)

 [bidnetdirect.com](http://bidnetdirect.com)

Sourcing.  
Made simple.



At BidNet Direct, our team of strategic sourcing experts is focused on helping your organization quickly drive sustainable results by making the procurement process easy, intuitive and efficient.

Specifically built for the needs of local government entities, including counties, municipalities, school districts, higher education and special districts throughout the country, our cloud-based solutions allow you to move from a reactive or manual sourcing approach to a proactive, data-driven approach that will significantly impact your bottom line.

✓ Easy

✓ Intuitive

✓ Efficient



✓ Reduce costs

✓ Improve efficiency & transparency

✓ Make more effective purchasing decisions

# Technology and People to Help You Succeed.

Our cloud solutions are quick to implement and easy to use, ensuring high levels of adoption. With BidNet Direct, strategic sourcing technology is just one part of the solution – our team works with you to define your needs and accompany you through the easy transition.

“

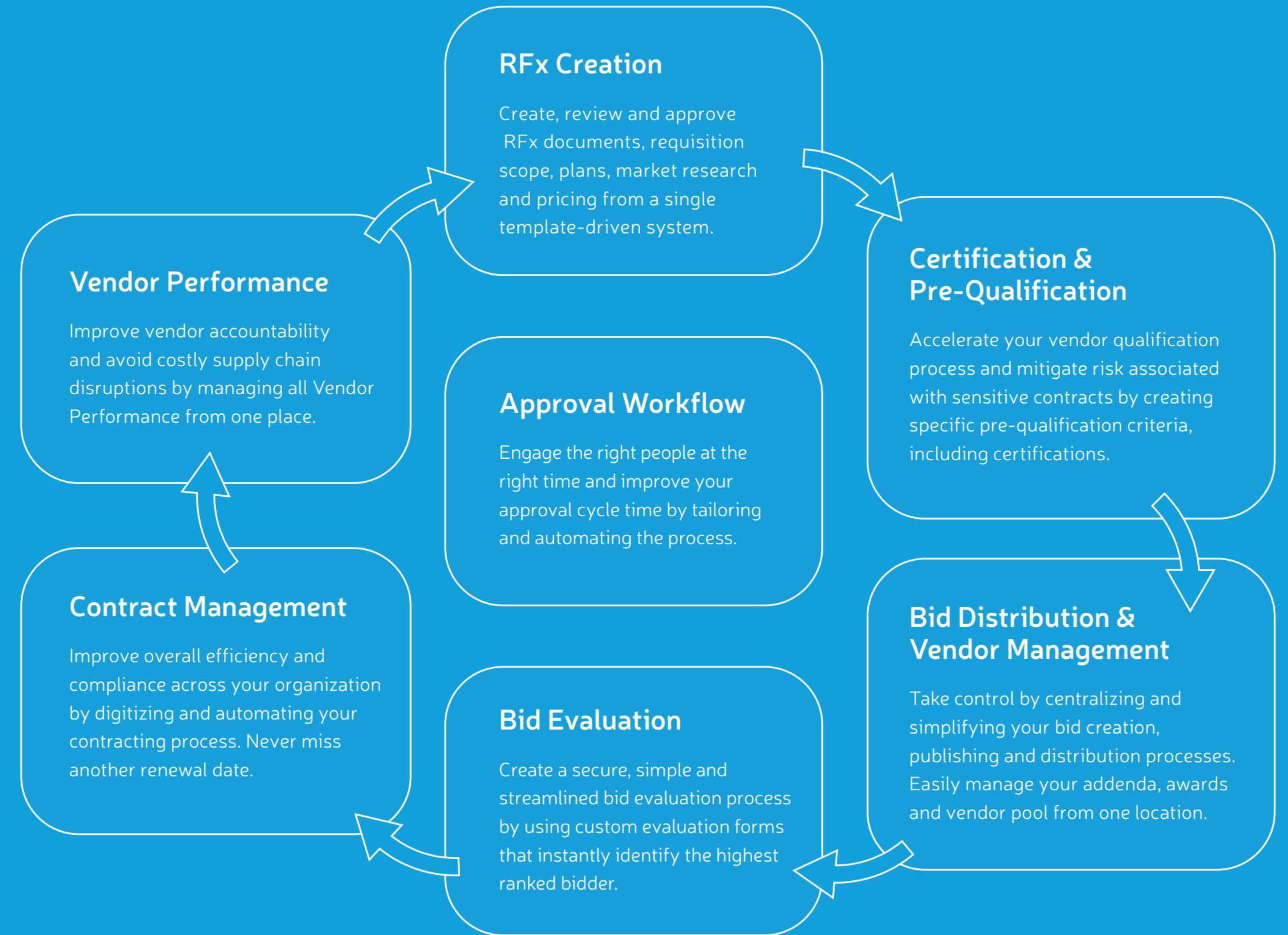
*“The BidNet Direct Support team has been incredibly helpful both during and after implementation. Working with them is always a pleasure.”*

Mike Nelson  
Procurement Specialist  
Park County, Colorado

# A modular approach

BidNet Direct's strategic sourcing suite allows you to select the combination of modules that best fits your organization's specific needs.

Our modular approach adapts as your needs change over time and our suite can easily integrate with other business solutions.







# Functionality by Module

BidNet Direct’s suite of strategic sourcing modules allows your organization to select the modules that align with your most critical business goals to create a powerful custom solution.

---

RFx Creation

---

Certification & Pre-Qualification

---

Bid Distribution & Vendor Management

---

Bid Evaluation

---

Contract Management

---

Vendor Performance

---

Approval Workflow

---



# RFX Creation

Create, review and approve RFX documents from a single platform.

Start from a pre-approved template library or clone existing RFX documents. Easily move approved solicitations through a complete process, including vendor invitation, bid evaluation, award and contracting.

## Easy RFX authoring

Authoring is simplified with access to template and self-service forms. Generate documents with one click, or clone existing documents.

## Streamlined approvals

Automated workflows allow you to quickly process your RFXs through the proper channels for solicitation approval.

## Compliance controls

Ensure that governance and compliance requirements are satisfied with mandatory fields, budget checks, escalation procedures and embedded esignature if required.





# Certification & Pre-Qualification

Ensure that vendors are pre-qualified for the job and meet certification standards.

Efficiently handle vendor certification and pre-qualification at the start of the sourcing process, making it easy to select the right vendors.

## Enable vendor pre-qualification

Custom pre-qualification and certification parameters make it easy to qualify the right suppliers on an overall or per-project basis. Build and track your pre-approved vendor database, including any DBE requirements, while minimizing monitoring costs.

## Strengthen supply chain

Reduce supply chain issues with a vendor database that allows you to pre-approve the right vendor for the right project.

## Mitigate risk

Be sure that you choose the right vendors for the job for every project.



# Bid Distribution & Vendor Management

Keep stakeholders in the loop and manage critical business relationships.

Easily create and distribute bid documents to your supplier pool, keeping projects moving smoothly while lowering costs. Manage distribution and vendor communication from one central location.

## Create, publish, distribute

Easy-to-use interface makes creating, publishing and distributing bid documents, amendments and award notifications a breeze.

## Improve vendor accountability

Keep suppliers up to date with time-sensitive project information while tracking all communications from a single dashboard.

## Keep projects moving

Reduce the time from notification to action and be sure your suppliers have the information they need to keep work moving forward.





# Bid Evaluation

Choose the right response, every time.

Online bid evaluation allows you to evaluate multiple RFX responses and create custom evaluation forms to make the right choice faster.

### Easily compare responses

Simple comparisons of critical bid information - beyond just pricing - make RFX evaluation fast and easy.

### Quicker bid-to-contract

Get projects moving with a rapid evaluation process, cutting down costly delays.

### Improve oversight

Increase accountability during the evaluation process, helping avoid surprises at contract time.



# Contract Management

Create and manage custom contract processes from start to finish.

With contract management, benefit from full control of templates and legal language for new contract requests, dynamic business rules tied to your custom processes and the ability to create automated notifications and reminders.

## Centralize contract management

Capture all contract details and documents in a single cloud-based environment with secure role-based access and easy search and retrieval features.

## Automated reminders

Automated notifications alert you to time-sensitive tasks like contracting renewals, certificate of insurance expirations and other critical tasks.

## Create better contracts

Standardized templates make creating project contracts faster and easier than ever, and guarantee your preferred contract language is used.





# Vendor Performance

## See which suppliers perform best.

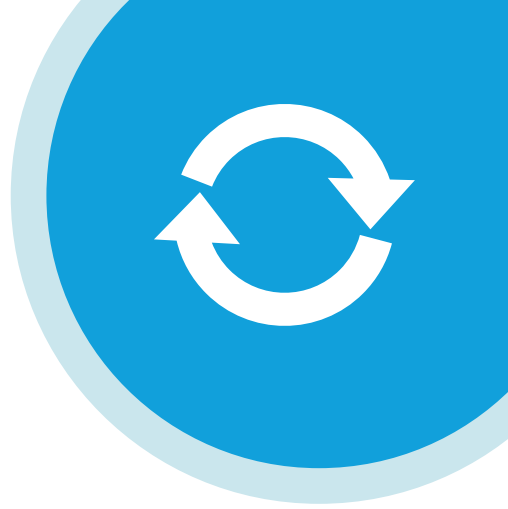
Vendor Performance allows all activities to be monitored and managed from one central location and includes customized vendor scorecards and automated reminders.

**Custom scoring and tracking**  
Create custom scorecards complete with infraction details and track the performance of your suppliers over time.

**Minimize monitoring costs**  
Vendor Performance makes it easy to monitor the progress of contracts during execution, reducing the costs associated with manual monitoring and follow-ups.

**Analyze performance**  
Intuitive tools can be used to assess Vendor Performance during ongoing projects, ensuring any issues can be addressed in a timely fashion.





# Approval Workflow

Reduce risk and approve faster.

Automated approval workflows improve efficiency and increase visibility from the creation stage through award and contract completion, making it easy to stay on track and reduce risk and cost.

## Reduce risk

Approval workflows ensure that the right people sign off at the right time, improving security and reducing project risk.

## Improve synergy

Align stakeholders in a more efficient way across all areas of procurement.

## Design your own workflow

Workflows are fully configurable to your organization's needs, including the ability to create sequential or parallel flows.







## An easy, intuitive & efficient procurement process

Our cloud-based solutions allow you to move from a reactive or manual procurement approach to a proactive, data-driven approach that will significantly improve your bottom line. With BidNet Direct, strategic sourcing technology is just one part of the solution – our team works with you to define your needs and ensure an easy, successful transition.

	VALUE <i>no cost</i>	PREMIER <i>\$2900/year</i>
Automatic solicitation matching and distribution to vendors	✓	✓
Extensive shared vendor database	✓	✓
Target additional vendors using flexible search criteria	✓	✓
Configurable electronic bid submission	✓	✓
Automatically tabulate and analyze bid results	✓	✓
Single-click awarding and notification	✓	✓
Distribute bid results and awards	✓	✓
Monitor vendor activity in real-time	✓	✓
Comprehensive activity tracking and reporting (time and date stamp)	✓	✓
Generate reports in real-time during the solicitation process	✓	✓
Enjoy unlimited document storage and records retention	✓	✓
Access accurate vendor information and attributes, including W-9 Form	✓	✓
Access to extensive shared solicitation libraries		✓
Customizable approval workflow		✓
Extensive ad-hoc reporting with business intelligence		✓
Evaluate RFX responses & create custom forms with Bid Evaluation Module		✓

**Additional Modules are available for a nominal fee:**

RFX Creation

Certification & Pre-Qualification

*Included in Premier*  
 Bid Evaluation

Contract Management

Vendor Performance Management

## Additional Software Options

Additional Modules and Features	One Time Configuration	Annual License Fees
<b>RFx Creation</b> – Starts at these fees, must define requirements to provide quote for implementation and license fees. Includes 7 administrator/full access users. \$700 each additional administrator.	\$ 3,000	\$ 5,000
<b>Certification &amp; Pre-Qualification</b> – Starts at these fees, must define requirements to provide quote for implementation and license fees.	\$ 0	\$ 2,500
<b>Bid Evaluation</b> – Evaluators can independently score vendor responses to create a secure process for ranking vendor proposals by weights or points. Assign deadlines & set automated reminders to complete the evaluation sections. Includes unlimited evaluation managers and evaluators.	\$ 0	\$ 1,500
<b>Contract Management Lite Edition</b> – Document and supplier repository with notification alerts. Includes 5 administrator/full access users and unlimited read only user licenses. \$500 each additional administrator license.	\$ 2,000	\$ 2,500
<b>Contract Management Team Edition</b> – Document templates, approval workflow, e-Signature and more. Includes 7 administrator/full access users and unlimited read only user licenses. \$700 each additional administrator license.	\$ 3,000	\$ 5,000
<b>Vendor Performance</b> – Includes consulting, scorecard creation and maintenance for two performance/scorecard programs, with approximately 20 questions each.	\$ 0	\$ 2,500
<b>Training</b> – Includes unlimited webinar training	\$ 0	\$ 0

### Additional Discounts May Apply for Multiple Modules and 3+ Year Terms

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