

CITY OF ARDMORE
Information Technology Department

Council Letter No. 5462

Meeting Date: June 20th, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Renew Maintenance Use Agreement with Azteca Systems, LLC. for CityWorks Application

Dear Commission Members:

The City currently uses CityWorks by Azteca Systems, LLC to maintain inventory and infrastructure as well as a work order, permitting and licensing systems. This is a 3 year Use/Maintenance renewal of a total contract price of \$171,000.00. The fiscal year 22/23 amount will be \$54,000.00. The fiscal year 23/24 amount will be \$57,000.00. The fiscal year 24/25 amount will be \$60,000.00. The Server AMS Standard portion will be by and APWA Fund (56-5315-2095) and the PLL Standard portion will be paid by IT Fund (01-5125-2095)

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office, Respond, Mobile Native Apps (for iOS/Android)

Includes the following Add-ons: Storeroom, Equipment Checkout, Contracts, CityWorks for Excel, CityWorks Analytics for AMS, eURL (Enterprise URL), Workload, Web Hooks, Local Government Templates (LGT), Use of CityWorks AMS Application Programming Interfaces (APIs) with commercially available CityWorks-centric applications that are licensed and maintained by authorized CityWorks partners

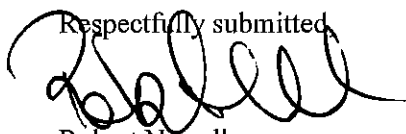
Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office, Respond Mobile Native Apps (for iOS/Android)

Includes the following Add-ons: eURL (Enterprise URL), Public Access for PLL, CityWorks Analytics for PLL, Workload, Web Hooks, Use of CityWorks PLL Application Programming Interfaces (APIs) with commercially available CityWorks-centric applications that are licensed and maintained by authorized CityWorks partners

It is staff's recommendation that the City approve the Use/Maintenance renewal with Azteca Systems, LLC. with APWA paying \$39,000.00 and the City of Ardmore paying \$15,000.00 for a total amount of \$54,000.00 for the first renewal period of 7/1/22 to 6/30/23. This is a budgeted item for fiscal year 22/23 and Azteca Systems LLC is a sole source provider. This agreement has been reviewed and approved by counsel.

Respectfully submitted,



Robert Newell
Chief Information Officer

Reviewed by: _____



Office
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

Workload

Web Hooks

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 10,001 - 25,000 population range

Upgrade Discounts as follows:

Year 1 - 28% Discount

Year 2 - 14% Discount

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

_____/_____/_____
Date