

AN ORDINANCE 2006-06-29-0829

ACCEPTING THE SOLE SOURCE BID OF VIA TECHNOLOGIES, LLC, TO PROVIDE THE COMMUNITY INITIATIVES DEPARTMENT WITH A CLIENT TRACK CIMS II SOFTWARE PACKAGE FOR A TOTAL OF \$79,920.00 FROM THE COMMUNITY SERVICE BLOCK GRANT FOR A 3 YEAR TERM.

* * * * *

WHEREAS, The City of San Antonio Community Initiatives Department is required to track, manage and collect organization specific data for human service organizations, to comply with U.S. Department of Housing and Urban Development requirements; and

WHEREAS, Via Technologies, LLC, is a sole source provider of software that collects and analyzes this data; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with VIA Technology, LLC, a sole source bid, to provide the City of San Antonio's Community Initiative's Department with a Client Track CIMS II software package for a three year term is hereby accepted. A copy of the Contract is attached hereto and incorporated herein as Attachment 1.

SECTION 2. Fund 26060000 entitled "TX Dept of Housing & Community Affairs" and Internal Order 138000000432 entitled "Community Action Division 2006 - CSBG", are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this bid.

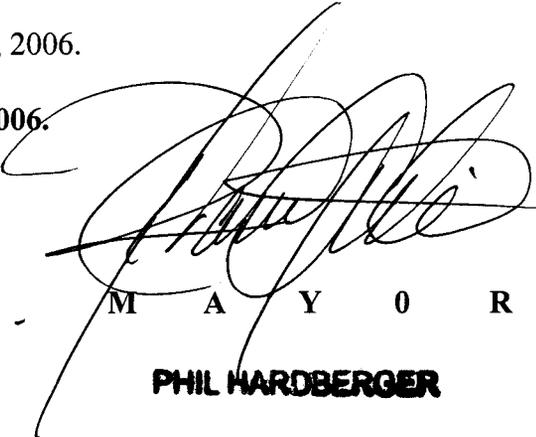
SECTION 3. The sum of \$79,920 is hereby appropriated in the above designated fund and will be disbursed from GL 5202025 "Other Contractual Services". Payment is authorized to VIA Technologies, LLC, Inc. upon issuance of a Purchase Order and receipt of goods. The total cost of the contract is \$79,920 of which \$42,120 is budgeted for year one; and \$18,900 will be budgeted for year two and three.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund

Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect on July 9, 2006.

PASSED AND APPROVED this 29th day of June, 2006.

Four. 
M A Y O R
PHIL HARDBERGER

Attest:

Lucia M. Viced
City Clerk

APPROVED AS TO FORM:

Yonkers J. Starn
City Attorney

Agenda Voting Results

Name: 19

Date: 06/29/06

Time: 07:17:31 PM

Vote Type: Multiple selection

Description: An Ordinance accepting the sole source bid of VIA Technologies, LLC, to provide the Community Initiatives Department with a Client Track CIMS II software package for a total of \$79,920.00 from the Community Service Block Grant for a 3 year term. [Presented by Janie B. Cantu, Director, Purchasing & General Services; Michael Armstrong, Assistant City Manager/Chief Information Officer]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1	Not present			
SHEILA D. MCNEIL	DISTRICT 2	Not present			
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR	Not present			

Service Level Agreement
between
VIA Technology, LLC and the City of San Antonio

ASP (Application Service Provider) Service Level Agreement

This SERVICE LEVEL AGREEMENT ("SLA") is made and executed on June 1 ("EFFECTIVE DATE"), 2006 between VIA Technology, LLC, a Texas limited liability company ("VIA") and THE CITY OF SAN ANTONIO ("CUSTOMER"), a Municipality organized under the laws of the State of Texas (hereinafter each may be referred to as a "Party" or collectively as the "Parties").

WHEREAS, The City of San Antonio, pursuant to ordinance number _____, passed and approved on _____ accepted the proposal of VIA to provide software solutions and services for the Client Information Management System 2 (CIMS 2) project.

WHEREAS, CUSTOMER has subscribed to specific software solutions and services developed by VIA as outlined in this SLA executed between the parties.

WHEREAS, this SLA is a required purchase.

NOW THEREFORE, This SLA grants CUSTOMER specific services as outlined below in consideration of payment terms and conditions set forth herein.

1. TERM OF AGREEMENT.

This agreement shall begin upon execution and continue for a period of 12 months from award with five additional twelve month options to renew the subscription and maintenance at the sole option of the CUSTOMER acting by and through its Director of the Department of Purchasing and General Services or the Director of the Department of Community Initiatives.

2. AGREEMENT TO PURCHASE.

The parties agree to the following rights and responsibilities:

- a. Purchase of Licenses and Related Services. During the Term (as defined below) of this SLA, CUSTOMER agrees to purchase from VIA, and VIA agrees to provide CUSTOMER, under the terms of this SLA, a license to use ClientTrack ("SOFTWARE") as set forth in Section 3 below and the Professional Services set forth in Section 4 below; according to the following quantities, prices, fees and expenses:

ATTACHMENT 1

To Ordinance No. _____
Passed on June 29, 2006

ASP Pricing Model

1 Agency, 45 Users

Description	Quantity	Rate	1 Year	2 Year	3 Year	Total
One Time Setup Fees						
One Time Setup Fee per Server	1	750	750			750
One Time User Setup Fee	45	100	4,500			4,500
One Time Agency Setup Fee	1	150	150			150
One Time Database Indexing Fee	1		4,200			4,200
<i>Pilot Phase - See Details Below</i>			3,220			3,220
Total Setup Fees			12,820			12,820
Monthly Service Fees						
Users Per Month for 12 Months	45	35	18,900	18,900	18,900	56,700
Development Tools - \$1.5 / Month / User						
Total Monthly Service Fees			18,900	18,900	18,900	56,700
Services						
Administration & Tools Training	12	100	1,200			1,200
Data Conversion	0	100	0			0
Day-in-the-Life Walk Through	0	100	0			0
User / Train-the-Trainer Training	12	100	1,200			1,200
Implementation and Training on CT Updates	30	100	3,000			3,000
Project Management	0	100	0			0
Documentation for Customization	0	100	0			0
Customization - Fund Management **	50	100	5,000			5,000
Customization - Scheduling	0	100	0			0
Customization - Reporting	0	100	0			0
Travel-Related Expenses	0	1000	0			0
Subtotal Services	104		10,400			10,400
Total Costs - ASP Model			42,120	18,900	18,900	79,920

b. Terms and Termination. The obligations of the Parties under and pursuant to this SLA shall become effective as of the EFFECTIVE DATE and shall remain in effect as follows:

- I. License to Use Software: Perpetual. This provision shall survive termination of this agreement.
- II. Professional Services: For three (3) months following the EFFECTIVE DATE, hereafter ("INITIAL TERM").
- III. GO LIVE: For the purposes of this SLA, "GO LIVE" shall be identified in the project plan and shall mean the time immediately following the INITIAL

TERM, at which time CUSTOMER'S project staff have been properly trained to use the Software (as defined in Section 5) to enter client information, and the system has been properly configured, tested and accepted.

- IV. Warranty: For a period of 12 months.
- V. Customer Support: For a period of 12 months, shall, upon approval from the Director of the Department of Community Initiatives or the Director of the Department of Purchasing and General Services, automatically be extended for additional twelve (12) month periods (each a "RENEWAL TERM") beginning June 1, of each year, unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the INITIAL TERM or any RENEWAL TERM, as applicable.
- VI. Limitations on Funding: CITY expects funding for this Agreement to come from Texas Department of Housing and Community Affairs, Community Services Block Grant funds. CONTRACTOR and CITY herein recognize that the continuation of any contract after the close of any given fiscal year of the City of San Antonio, which fiscal year ends on September 30th of each year, shall be subject to renewal by the City's Director of the Department of Purchasing and General Services or the City's Director of the Department of Community Initiatives. In the event that the San Antonio City Council does not approve the appropriation of funds for this contract, or such funds are not provided for by the grant named herein, or by any subsequent grant or other funds, the contract shall terminate at the end of the fiscal year for which funds were appropriated, or the granting entity's fiscal year for which the grant was received, and the parties shall have no further obligations hereunder. Notwithstanding that VIA shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date.
- VII. Termination for Cause: Should the parties fail to fulfill, in a timely and proper manner, obligations under this agreement, or if the parties should violate any of the covenants, conditions, or stipulations of the Agreement, the parties shall thereupon have the right to terminate this Agreement by sending written notice to the other party of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). VIA shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date.
- VIII. Termination for Convenience - This Agreement may be terminated in whole or in part when the CONTRACTOR determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by CONTRACTOR shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. VIA shall also have the

right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. VIA shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date.

- IX. **Fee Adjustments:** VIA reserves the right to adjust its Monthly Subscription Fees upon annual renewal of this agreement and will notify CUSTOMER with any rate changes sixty (60) days prior to said annual renewal.

3. LICENSE TO USE SOFTWARE.

- a. **Description.** In consideration of the payment of the license fees and other fees and expenses set forth in section 9 below, VIA grants to CUSTOMER a nonexclusive, nontransferable, perpetual license for the authorized number of Users as provided for in section 2(a). of this agreement or in an Amendment to this SLA signed by the Parties to use the Software in machine readable form and the accompanying user documentation identified in Section (b) below, subject to the terms and conditions of this SLA.
- b. **Documentation.** VIA will provide to CUSTOMER documentation relating to the ClientTrack Software. VIA will also provide one (1) digital copy of each of the user-, system-, and training manuals in a standard format (Adobe Acrobat PDF, Microsoft Word, PowerPoint, etc...) after installation of the Software.
- c. **Scope.** Licensee agrees that it may allow up to 45 Users to access the ClientTrack Software concurrently. For additional Users beyond those defined in Section 2, CUSTOMER shall pay additional fees as set forth in Section 2, subject to the terms and conditions of this SLA.

4. PROFESSIONAL SERVICES TO BE PROVIDED BY VIA.

- a. In consideration of CUSTOMER's payment of the fees and reimbursement of expenses as set forth in Section 10 below or as otherwise agreed in writing signed by the Parties, VIA shall provide the following "Services" to CUSTOMER:
- I. Project Management
 - II. Pre-Implementation Planning
 - III. Training
 - IV. Installation
 - V. Testing and Acceptance
 - VI. Data Conversion: (as requested by CUSTOMER)

5. SOFTWARE DESCRIPTION

ClientTrack is a web-based, customizable client intake system. It includes features such as 1) Client Intake and Assessment, 2) Service History and Case notes, and 3) Eligibility screening. ClientTrack also includes a comprehensive reporting system that allows users to get up to date information anytime they need it. The system is highly secure requiring passwords to access data and using 256 bit network encryption.

ClientTrack will be modified by Community Initiative staff to meet CSBG requirements for client management. The modified system will be called Client Intake Management System Version 2 (CIMS2). CIMS2 will be initially used by the Community Action Division to track clients receiving emergency utility assistance provided by the department, but will eventually be expanded for use by all Community Initiatives divisions for client intake.

6. CUSTOMER BENEFITS. During the term of this agreement, CUSTOMER shall receive the following services and benefits:

a. Software Technical Support

This agreement provides access to VIA's Technical Support Help Desk from 8:00 AM to 5:00 PM Central Time, Monday through Friday except holidays. All technical issues are logged in and responded to in a timely manner but in no case more than twenty-four (24) hours of receipt.

b. Software Updates/Point Releases

CUSTOMER will be offered all Point Releases of SOFTWARE as such releases become available. "Point Releases" shall be defined as modifications of software within one release generation (e.g. Release 9.0 may have subsequent point releases of 9.1, 9.2, etc.

c. E-mail and Online Services

CUSTOMER shall have unlimited access to VIA and to DSI on-line technical support including continuous e-mail and World Wide Web services.

d. System Failures

I. Critical failures are major System failures that render the System completely unusable and/or inoperable. Critical failures resulting directly or indirectly from VIA Technologies, its equipment or subcontractors, or the ClientTrack software shall be corrected by VIA technologies within one hour with no additional charge to CONTRACTOR.

II. Non-critical failures are minor System failures that minimally reduce System operability and usability. Non-critical failures resulting directly or indirectly from VIA Technologies, its equipment or subcontractors, or the software shall be corrected by VIA technologies within 24 hours with no

additional charge to CONTRACTOR.

- III. (VIA shall not be responsible for failures related to CUSTOMER hardware or software or third party telecommunication failures.

e. Data Backup

VIA assumes all responsibility for performing daily backups of CUSTOMERS data and programs. Backups are performed nightly from 9:00 PM to 11:00 PM Central time. In the event of a server failure in the loss of CUSTOMER data, VIA's sole responsibility will be to restore the data as of the time of the most recent backup. CUSTOMER is responsible for re-entering any data lost from the time of the last back up to the time of the server outage. See Section 21 FORCE MAJEURE.

f. Access to Server Software

CUSTOMER shall have access to VIA/DSI's hosted SOFTWARE 24x7 other than during scheduled data and program backup times as specified in 5(e) of this agreement

g. Privacy & Security

VIA has taken all reasonable actions, including encryption and firewalls, to ensure that CUSTOMERS data and information is 100% secure and only disclosed to those designated by CUSTOMER. VIA utilizes three levels of security, the industry standards of secure socket logic (SSL) pretty good protection (PGP) and a proprietary security level protection.

7. CUSTOMER RESPONSIBILITIES

a. Access to World Wide Web

CUSTOMER is responsible for providing all CUSTOMER equipment and establishing a connection to the World Wide Web and pay for any fees (including, but not limited to telephone service, or other telecommunications service, including without limitation, computers and modems) associated with such service.

b. Password

As part of the registration process for service, each user of the CUSTOMER will be given a password. Each user of the CUSTOMER is responsible for maintaining the confidentiality of any password you use to access the service. Users of CUSTOMER are fully responsible for any and all activities that occur under CUSTOMER account and passwords.

8. DEBARMENT AND SUSPENSION.

VIA certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

9. PAYMENT. Customer shall pay twenty-five (25%) percent of all initial License and Professional Fees and Expenses upon completion of a Project Plan, hardware and software setup and delivery of a functional CIMS 2 twenty-five (25%) percent of such fees upon the completion of training as defined in Section 4(a) and system testing and final user acceptance for sites determined in the Project Plan; and fifty (50%) percent of such fees at GO LIVE (upon completion of said testing and acceptance).

10. ADDITIONAL SERVICES. CUSTOMER may purchase and acquire from VIA additional or elective services, provided that any such shall be evidenced by a Change Order to this SLA executed by authorized representatives of both Parties and setting forth the additional or elective services to be purchased by CUSTOMER and provided by VIA. All such additional or elective services shall be provided on an hourly or daily rate basis unless the Parties have executed a Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance criteria and price ("STATEMENT OF WORK"). Any STATEMENT OF WORK shall be a Change Order to this SLA and incorporate the terms and conditions of this SLA.

11. NONDISCRIMINATION. During the term of this agreement, the parties shall comply with all applicable federal, state and local laws and regulations governing equal employment opportunity.

12. CONFIDENTIALITY. To the extent allowed by State and Federal Public Information laws, or any other applicable State or Federal law, Customer agrees to maintain the confidentiality of the information, pricing, services it obtains surrounding the Agreement and agrees to use any proprietary information only in connection with the discussion and evaluation of the business opportunities contemplated herein and for no other purpose, without (a) the prior written consent of VIA and (b) the written agreement of such third party to be bound by the terms of this Agreement. The obligations of confidentiality shall not apply to any portion of any information that is known to the receiving party prior to the execution of this Agreement, is generally available to the public or shall have been made available to the general public through no fault of the other party to this Agreement. The obligations of confidentiality hereunder shall automatically terminate seven (7) years from the date of this Agreement, unless earlier termination is provided in writing by both parties. At the conclusion or termination of the discussions and evaluations contemplated by the parties, each party shall return all such Proprietary Information so provided hereunder. The provisions of this Agreement shall continue to bind the parties, their successors and assigns, employees and former employees, agents, and any third parties receiving such information for the term provided in this Agreement.

13. NO WAIVER. The failure of either Party hereto to insist upon the performance of any of the terms or conditions of the Agreement, or the waiver by either Party of any breach of any of the terms or conditions hereof by the other Party, shall not be construed

as thereafter waiving any such terms or conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon all successors and assigns with written approval of other party.

15. NOTICES. All notices or correspondence concerning this agreement shall be delivered to the address provided below, or the latest known address.

16. GOVERNING LAW. This agreement shall be governed by the laws of the State of Texas, County of Bexar.

17. AMENDMENTS. No amendment or modification of this agreement shall be valid unless detailed in writing and executed by all parties.

18. CHANGE ORDERS

(a) Change Orders – Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of the Community Initiatives Department, provided that such change orders:

- (i) are made in writing, signed by VIA and CONTRACTOR acting by and through its Director of the Department of Community Initiatives;
- (ii) do not involve an increase or decrease in contract price of more than 25%; and
- (iii) sufficient funds have already been allocated by City of San Antonio or are available to Director of the Department of Community Initiatives to cover any increase in contract price.

(b) Any other change will require approval of the City Council, City of San Antonio.

19. RESOLUTION OF DISPUTES. In any dispute between the parties arising out of the duties and obligations of this agreement, the parties shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but not limited to, clear notification by one party to the other of any perceived failure to perform under this agreement and a reasonable time period for cure. The venue for any dispute shall be in the State of Texas.

20. OTHER REMEDIES. In spite of the mention of specific remedies available, any such remedies shall, unless expressly stated herein to the contrary, be in addition to any other remedies, including the recovery of damages, to which either Party hereto may be entitled under law or in equity.

21. FORCE MAJEURE. Neither party shall be responsible to the other for a breach of this agreement caused by an act entirely out of the control of the parties. Such acts may include, but not limited to, storms, power outages, third-party telecommunication link outages, riots, failure of the mails and acts of war.

22. PARTIAL INEFFECTIVENESS. In the event that any term or provision of this agreement shall be held to be invalid, void or unenforceable, the remainder of this agreement shall remain valid, in effect and enforceable.

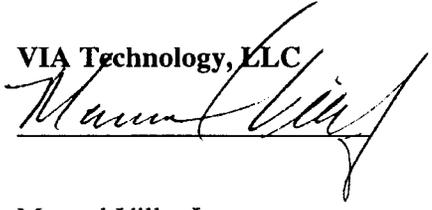
23. AGREEMENT IN ENTIRETY. This agreement fully incorporates the full and complete agreement of the parties and supersedes any and all proposals, negotiations and representations, either written or oral, relative to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CUSTOMER

VIA Technology, LLC

SIGNATURE _____

SIGNATURE 

NAME Dennis J Campa

NAME Manuel Villa, Jr.

TITLE Director, Department of
Community Initiatives

TITLE President

DATE _____

DATE May 12, 2006

ADDRESS 115 Plaza de Armas, Ste 210
San Antonio, TX 78205

ADDRESS 230 N. Medina St.
San Antonio, TX 78207