CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: **Financial and Administrative Services**

AGENDA DATE: **September 22, 2009**

CONTACT PERSON/PHONE: **Carmen Arrieta-Candelaria, Chief Financial Officer, 541-4293**
Terrence Freiburg, Purchasing Manager, 541-4313

DISTRICT(S) AFFECTED: **All**

SUBJECT:

Request that the Chief Financial Officer, Financial Services, be authorized to issue a Purchase Order to eCivis, the creator and sole provider of eCivis Grants Research and Grants Tracking and Reporting software. The contract term is from October 1, 2009 through September 30, 2010. In addition, it is requested that the City Attorney's Office review, and that the City Manager be authorized to execute any related contract documents and agreements necessary during the contract.

BACKGROUND / DISCUSSION:

The Grant Services Division of the City's Financial Services Department manages the utilization of the Grants Research component of the software. It is also made available to community partners, identified as Community-Based Organizations, or CBOs. It is used to review grant opportunities that may be on interest to the City as well as the CBOs. Over the last year, eCivis has allowed the City to seek out grant opportunities that may not have been available otherwise.

The Financial Accounting and Reporting Division of the City's Financial Services Department manages the utilization of the Grants Tracking and Reporting component of the software. This facilitates the tracking and management of all major grants awarded to City and allows staff to manage deadlines, financial/progress reports as well as manage contracts and other important grant source documents. It integrates with the Grants Research piece and tracks the grant from submission to close-out, allowing staff to tie tasks, deliverables and documentation to each grant. This reduces the amount of time spent during the audit process as well. This component was implemented as a pilot program in April 2008 and implemented city-wide in October 2008.

PRIOR COUNCIL ACTION:

On April 25, 2006, the City Council approved a contract for twelve (12) months and two (2) additional years of maintenance and upgrades; however, this contract was not extended. Instead, on April 22, 2007, City Council approved another award through May 31, 2008 only for the Grants Research (previously called Grants Locator). On April 22, 2008, City Council approved a contract through September 30, 2009, for both the Research and the Tracking and Reporting modules for eCivis at an annual cost of $144,000.

AMOUNT AND SOURCE OF FUNDING:

The source of funding is from the following:

General Fund, Computer Related Leases - $71,075; 39010351 - 01101 – 502202
Police Confiscated Funds - $25,000; 21150060-16371-502215

BOARD / COMMISSION ACTION:

Request approval of eCivis system for fiscal year 2010.

**********REQUIRED AUTHORIZATION**********

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Carmen Anita Candelaria

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ DATE: _____

FINANCIAL SERVICES, PURCHASING DIVISION

DATE: 14 September, 2009

TO: Municipal Clerk

Thru: Terrence Freiburg,
Purchasing Manager
Financial Services-Purchasing Division

FROM: Michael W. Plum,
Administrative Analyst

Please place the following item on the Consent Agenda for the Council Meeting of: September **22, 2009**.

Item should read as follows:

That the Purchasing Manager be authorized to issue a Purchase Order to eCivis, Inc. the creator and sole source provider of eCivis Grants Research and Grants Tracking and Reporting software. The estimated annual amount of the contract is $96,075.00.

It is requested that he City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary during the contract.

Estimated award amount is: $96,075.00
Contract Period: 10/01/2009 – 9/30/2010
Funds available in: 39010351 - 502202 – 01101 and 21150060 - 502215 – 16371
Fund Source: Operating Account, Computer Related Leases and Police Confiscated Funds
Department: Financial and Administrative Services

SPECIAL INSTRUCTIONS: _____

City Clerk's Use ITEM NO._____ Agenda Date: 9/22/09

Dedicated to Outstanding Customer Service for a Better Community

S E R V I C E S O L U T I O N S S U C C E S S

Memorandum

TO: Terry Freiburg, Purchasing Manager

FROM: Carmen Arrieta-Candelaria, Chief Financial Officer

DATE: September 8, 2009

RE: eCivis Contract for 2009-10

Please place this as a Consent Agenda Item on the September 22, 2009 City Council Meeting:

Request that the Purchasing Manager of Financial Services be authorized to issue a Purchase Order to eCivis, the creator and sole provider of eCivis Grants Research and Grants Tracking and Reporting software. The estimated annual amount of the contract is $96,075 and covers various components as follows:

Departments:	Financial Services, Police, and Information Services
Components:	eCivis Research and Tracking and Reporting Modules
Estimated Amount:	$96,075
Contract Term:	October 1, 2009 through September 30, 2010
Account No.:	39010351 - 502202 – 01101 and 21150060 - 502215 – 16371
Funding Source:	Operating Account, Computer Related Leases and Police Confiscated Funds
Total Estimated Award:	$96,075
Sole Source No.:	2009-_____
Districts:	All

In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary during the contract.

[Financial Services, Carmen Arrieta-Candelaria, (915) 541-4293]

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Rachel Quintana

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Beto O'Rourke

City Manager
Joyce A. Wilson

FINANCIAL SERVICES DEPARTMENT
CIVIC CENTER PLAZA, 7TH FLOOR, EL PASO, TX 79901 MAIN: 915-541-4293 FAX: 915-541-4229 www.elpasotexas.gov

City of El Paso
Cost Benefit Analysis for the eCivis System
Supporting Documentation for the City Council Agenda Item
September 22, 2009

The eCivis Research component of the eCivis system has been in place in the Financial Services Department since this function was transferred in March 2006. Since this time, the Research component of eCivis has been assisting staff and Community-Based Organizations (CBOs) with locating grants. In 2008, there were 77 grants solicited in the amount of $22,756,000 and 69 grants received in the amount of $12.3 million. In 2009, the City has solicited 59 grants through the end of the third quarter of 2009 in the amount of $33 million and has received 41 grants in the amount of $32.8 million. CBO's have received over $5 million through the third quarter of 2009. This component has been invaluable in keeping the City informed of new ARRA funds as they have been available. Many of these have short deadlines and require immediate action in order to take advantage of these grants. eCivis remains an invaluable tool in order to the City to be poised for these grant opportunities.

In 2008, the eCivis Tracking and Reporting module was implemented in order to assist the Police Department in their grant tracking and reporting. It was implemented city-wide in October 2008 and assists staff in keeping track of all grants through the uploading of associated documents and financial reports. Staff is able to determine grants status as well as have information readily available for internal and external auditors as necessary. The City is currently tracking approximately 175 grants on the system.

At a minimum, it would take approximately 4.00 additional FTEs in order to accomplish the tasks currently being handled utilizing the eCivis system. This would cost the City approximately $200,000; the system is delivered at a cost of $96,075, realizing a savings of approximately $104,000. In addition, the costs of the system are allowed to be recovered through the indirect cost model, therefore shifting these costs from the general fund to the various grant funding sources. The Police grant components are paid for out of Police Confiscated Funding, further reducing the cost to the General Fund.

THE CITY OF EL PASO TEXAS

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FINANCIAL SERVICES
PURCHASING DIVISION

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared James Ha, Vice President, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is James Ha. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am an authorized representative of the following company or firm: eCivis, Inc.

3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   Grants Network: Research (aka Grants Locator) and Grants Network: Tracking & Reporting

4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).

5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.

6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 14 day of September, 2009.

RYAN MICHAEL BAIRD
Commission # 1826916
Notary Public - California
Los Angeles County
My Comm. Expires Dec 15, 2012

NOTARY PUBLIC

Ryan Michael Baird, Notary Public
PRINTED NAME

December 15, 2012
MY COMMISSION EXPIRES

COMPANY NAME: eCivis, Inc.

ADDRESS, CITY, STATE & ZIP CODE: 3452 E. Foothill Blvd., 900

PHONE: (877) 232.4847 FAX NUMBER: (626) 578-6632

CONTACT NAME AND TITLE: James Ha, Vice President

WEB ADDRESS: www.ecivis.com EMAIL: accounting@ecivis.com

FEDERAL TAX ID NUMBER: 87-0732535 TEXAS SALES TAX NUMBER: n/a

eCIVIS

improving grants performance

Sole-Source Justification for eCivis Grants Network Platform™

This document provides information useful to organizations requiring sole-source justification for their purchase of eCivis® Grants Network Platform.

What is eCivis® Grants Network?
eCivis network is the most comprehensive suite of web-based applications designed and built exclusively for the grants community to increase grants performance. Grants Network (GN) is the only suite of applications dedicated to grants with a patent pending at the U.S. Patent and Trademark Office. Our modules include GN: Research, GN: KnowledgeBase (KB), GN: Community Based Organizations (CBO), and GN: Tracking & Reporting (T&R). All modules are fully integrated with Grants Network: Research.

eCivis Grants Network Platform combines the quick publication aspects of a web-based information service with the accessibility and low cost of software-as-a-service (SaaS). SaaS eliminates the need for third-party software and hardware, onsite implementation and maintenance, and extended start-up schedules and costs. Maintenance costs for SaaS products are typically ten times lower than traditional client/server onsite implementations.

eCivis® Grants Network: Research 4.0 provides grant-active organizations with the best grants research in a user-friendly, web-based interface to allow users to leverage their efforts to improve grants performance. Trusted by more than 400 cities and counties nationwide and in its fourth generation, GN: Research 4.0 has proven to help drive additional revenue while reducing the burden on staff. A number of characteristics make GN: Research 4:0 such a powerful resource.

eCivis® Grants Network: KnowledgeBase provides: Subject-Specific Briefs: Writing an effective narrative, preparing for an audit, complying with OMB Circular A-87—Subject-Specific Briefs covers it all. Written by expert grant writers and managers, these two- to three-page briefs give you clarity on the critical issues. Organized by subject area, experience level, and role so you can find the information you want quickly and easily. Program-Specific Briefs: Assistance to Firefighters, CDBG, Safe Routes to Schools, Edward Byrne Memorial Justice Assistance Grant (JAG), Continuum of Care Homeless Assistance Programs, and more. Critical information on popular programs that will give you a leg up when applying for and managing the program. Written by in-house experts, eCivis partners, and experienced fellow Grants Network users who have applied for and won millions of dollars from these programs. Forms Library: There are more than 150 federal forms associated with grants. Finding them can be a nightmare and filling them out sometimes means locating a 20-year-old typewriter. Forms Library gives you quick and easy access to the latest version of every grant-related form. Best of all, they are 100% fillable in Adobe™ Acrobat.

eCivis® Grants Network: CBO gives your community-based organizations access to the same high quality grant research that your staff relies on every day. Now, for the first time, your nonprofits can have access to thousands of federal, state, and foundation grants that other nonprofits are unaware of. With billions of dollars every year designated specifically for nonprofits, your community will leverage your investment to bring hundreds of thousands (or even millions) of dollars back to support your constituents. GN: CBO allows you to show local leadership and enhance the quality of life for your constituents while protecting your general fund.

eCivis® Grants Network: Tracking & Reporting is the *only* complete, web-based system that tracks every aspect of grant and project-related activity before and after grant awards. It is the *only* system that effectively ties the financial requirements of a grant to the programmatic and performance requirements. In addition, eCivis Grants Tracking & Reporting provides pre-configured reports and the ability to construct custom reports that offer users complete visibility into every aspect of every grant stored in the system at every stage of the grant lifecycle. It is a virtual grants management office by automating the business processes of

managing grants, while ensuring notification of upcoming deadlines, missed financial/progress reports, and required approvals. Through extensive research and development, eCivis has built a proprietary process into the system that offers both standardization and flexibility to match individual grant requirements. Individual organization procedures are easy to create and update within the system. The user interface to eCivis Grants Tracking and Reporting is amazingly user-friendly for such a powerful system and will be familiar to anyone who has ever used the World Wide Web.

eCivis Grants Tracking and Reporting provides capabilities that *do not exist in any other application* to comprehensively manage, view, and understand the big picture status of all grants and projects in an organization, but also the step-by-step requirements of each individual grant.

eCivis Grants Network products specifications used in evaluating sole-source procurement:

- Comprehensiveness: Contains more than 95 percent of all grants
- Original Content: Custom funding analysis generated in-house by program specialists
- Quality Assurance: Five-point check system implemented for every program prior to publication
- Timeliness: Content is updated daily with portions published prior to public release from grantors
- Local Government Relevance: Unique eCivis processes allow local governments to assess which programs are most relevant to them quickly and effectively
- Search System: Custom search functionality generates superior results
- Previously Funded Applications: Expansive collection of previously funded grant applications accessible to all users

Easy to Implement:
The Grants Network platform is built for success. First, because it is 100% web based, it requires no client technical support or complicated installation. Second, using the knowledge gained from its client base of over 400 governments, eCivis manages the implementation, so your system is fully configured when you start. Third, we train all of our clients fully to ensure the highest utilization organization wide. Lastly, Grants Network has been optimized over the last seven years to be easy to use for governments, ensuring the greatest possibility of success.

Beyond the Platform: The eCivis Partnership
At eCivis, we offer you a complete solution, not just good technology. From initial client data-gathering to implementation, training, and user support, we are here to help power your success. Year after year, our clients give us high marks for responsiveness and completeness. We understand the unique needs of governments, and our full service approach ensures the highest likelihood of your success. Whether it is a technical issue on your end or a grant-related question from your staff, we are here to help. When you work with eCivis, our entire company is committed to your success.

eCivis consistently researches and analyzes the market space in relation to its products, as well as facilitates the evaluation of our products by state and local government, non-profit organizations, school districts, and other market segments. As of February 1, 2009, the claims within this justification of sole source are up-to-date and accurate, though may not be exhaustive. For more information or questions, please contact eCivis at 877.232.4847 or info@ecivis.com.

Copyright 2008. eCivis, Inc. All rights reserved.
Registered Trademark and Service Mark Statement
eCivis, eCivis Grants Network, eCivis Grants Tracking & Reporting, eCivis Grants Research, eCivis Grants KnowledgeBase, eCivis CBO Connection, eCivis Grantsmanship Education, and eCivis Professional Services are all trademarks/service marks of eCivis, Inc.

ECIVIS
Analysis of contract costs

FY10		FY 2010	FY 2010
Services	Total Amount	**Police Share**	**City Share**
Base License	58,500.00	**15,222.48**	**43,277.52**
Grants Activity Fee	78,750.00	**20,491.80**	**58,258.20**
Discount	(41,175.00)	**(10,714.29)**	**(30,460.71)**
File Download/Recovery Disk	No fee		
Implementation fee	No fee		
Discount	(3,000.00)		**(3,000.00)**
Training, subject briefs	3,000.00		**3,000.00**
	96,075.00	**25,000.00**	**71,075.00**

0.26

eCivis

GRANTS NETWORK MASTER LICENSE AND SERVICE AGREEMENT

Date **7/28/09**
Contract No. 1900

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
3452 East Foothill Blvd, Floor 9
Pasadena, CA 91107
Phone: (512) 707-7910 - Fax: (626) 628-3232
Sales Contact:
Wesley Burt

and

City of El Paso, TX ("Customer")
2 Civic Center Plaza
El Paso, TX 79901
Phone: (915) 541-4293
Principal Contact and Master Access Holder:
Carmen A. Candelaria, Chief Financial Officer

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer; and supersedes all previous agreements between eCivis and Customer.

eCivis Products	Description	Units	Avg. Unit Price	Total Price
GN: Research - Enterprise License	Federal, State (if available), and Foundation	1	$ 47,500	$ 47,500
GN: Knowledgebase 2.0 - Enterprise License	Courses, Subject Briefs, Project Trends	1	$ 11,000	$ 11,000
GN: Tracking & Reporting 2.0 - Peak Grants	Peak Level of Open Awarded Grants	175	$ 450	$ 78,750
GN: Community Based Organization (CBO) Access	Access for nonprofits within customer boundaries	0	$ 300	$ -
			Product Sub-Total	**$ 137,250**
eCivis Services	**Description**	**Units**	**Avg. Unit Price**	**Total Price**
GN: Product Training (Research/Knowledgebase or T&R)	Onsite Training (days)	1	$ 3,000	$ 3,000
Product Training Discount	Platinum Client Discount			$ (3,000)
			Services Sub-Total	**$ -**
	Bundled Product Discount			$ (41,175)
			TOTAL PRICE	**$ 96,075**

Subscription Period(s) and Payment Terms
The Subscription Period of this Agreement will conclude 9/30/2010. Payment due net 30 days of invoice date.

Cycle 1: 10/1/2009 through 9/30/2010 for a price of $96,075

DISCOUNT IS ONLY VALID IF CONTRACT IS SIGNED ON OR BEFORE: SEPTEMBER 14, 2009 *

Renewal Terms – Additional extension of this agreement will occur as follows:

Year-to-Year: This agreement will be eligible for renewal for extended one-year periods through mutually agreed upon purchasing vehicle executed before the expiration of the original term listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

*Confirmed extension through end of Sept, 2009.

Accepted By:
Customer

By: _____
(Authorized Signature)
Name: _____
(type or print)
Title: _____
Date: _____

Accepted By:
eCivis, Inc.

By: S. Del Olmo
(Authorized Signature)
Name: Sergio Del Olmo
(type or print)
Title: Director of Client Services
Date: 7/28/09

☐ Send invoice to (if different than address above):

Address _____ Dept _____

Terms & Conditions

1) **General.**

a) "Customer" shall mean the end-user customer organization, entity, or individual executing this Agreement.

b) "Access Holder" shall mean each individual who is an employee of or officially working on behalf of Customer at the time such individual accesses and/or uses Grants Network. If Customer is licensing the Grants Network: Community Based Organization Module (also referred to as the "CBO" Module) pursuant to this Agreement, then "Access Holder" shall also mean each individual who is an employee of an approved non-profit organization pursuant to the CBO Module.

c) "Grants Network" shall mean the Products and Services as listed on page 1 of this agreement.

d) "Licensed Modules" shall mean the Modules that are licensed by Customer herein pursuant to the Fee Schedule set forth on the cover page attached hereto. Customer acknowledges and agrees that eCivis is not obligated, but reserves the right, to make daily, weekly, monthly, or yearly updates to the Modules.

e) "Stated Version" shall mean the version of a Module notated herein by the first number after the Module name (e.g., "Grants Network: Research 4.1", "GN: Tracking & Reporting 1.2", etc.).

f) "Version Release" shall mean the most current software available within a given Stated Version of a Module, notated herein by the number that follows the Stated Version number and decimal point (e.g., "Grants Network: Research 4.1", "GN: Tracking & Reporting 1..2", etc.).

2) **Grant of License.**

a) In consideration of Customer's agreement to abide by the terms and conditions of this Agreement, eCivis hereby grants Customer a nonexclusive, nontransferable, right and license to:

i) permit each Access Holder to access and use the Licensed Modules; and

ii) reproduce, display, distribute, printout, and store information retrieved from the Licensed Modules, whether in electronic or written form, only for internal use within the Customer organization or entity in connection with Customer's normal business activities.

b) Provided, however, that except as specifically provided in Section 2(a) or elsewhere in this Agreement, neither Customer nor any Access Holder shall use, reproduce, distribute, store, modify, reuse, rent, sell, lease, sublicense, transfer, or broadcast, in any form, information from Grants Network (each an "Unauthorized Use"). Customer agrees to take all reasonable steps to protect the information in Grants Network from any such Unauthorized Use. eCivis reserves all rights not expressly granted to Customer.

c) If Customer participates in any Unauthorized Use of the information from Grants Network or allows access to or use of Grants Network by individuals who are not Access Holders as defined in Section 1(b) above, eCivis may immediately terminate this Agreement without refunding Customer any fees and without releasing Customer from any obligations to pay fees pursuant to this Agreement and/or any other agreement with eCivis, in addition to other remedies eCivis may obtain.

d) Customer also acknowledges and agrees that immediate and irreparable damage will result to eCivis if Customer fails or refuses to comply with this Section 2 and, notwithstanding any election by eCivis to claim damages from Customer as a result of such failure or refusal, eCivis may, in addition to any other remedies and damages available, seek an injunction in a court of competent jurisdiction to restrain any such failure or refusal by Customer to perform or comply with its obligations hereunder.

3) **Passwords.** Customer agrees to assume sole responsibility for the security of any password(s) issued to each Access Holder. If Customer believes that someone other than an authorized Access Holder is using any password, Customer must immediately notify eCivis in writing.

4) **Fees.**

a) Invoiced Sales: eCivis will charge, and the customer agrees to pay, the Fees. Full payment shall be made to eCivis as specified in page 1, section "Terms and Payments", of this agreement. eCivis will charge the customer a late fee at the rate of 1.5 % per month if payment is not received within these specified terms. Cancellation of any subscription will not result in any refund or credit of fees already paid and any additional payments remain due according to pre-determined terms. Subscription fees are charged up-front and no refunds or credits will be given upon cancellation. Additional fees may apply if the customer decides to re-subscribe at a later date.

b) Online Sales: eCivis will charge the credit card provided, and the customer agrees to pay, the Fees. Cancellation of any subscription will not result in any refund or credit of fees already paid and any additional payments remain due according to pre-determined terms. Subscription fees are charged up-front and no refunds or credits will be given upon cancellation. Additional fees may apply if the customer decides to re-subscribe at a later date.

i) Subscriptions purchased online will automatically renew at the end of the payment term. Customers will be notified by email seven calendar days prior to charging the account provided and may cancel their auto-renewal by contacting eCivis Client Services at (877) 232-4847 option 2, up to one business day prior to the auto-renewal date.

ii) As communications regarding online subscriptions will be handled via email, it is the access holder's responsibility to maintain accurate account information, including valid email contact, in the "My Account" section of Grants Network.

c) In consideration of training services and any other services provided at Client location or locations other than eCivis offices, the following requirements shall apply:

i) Customer will reimburse eCivis at cost for fees for travel and associated expenses for services provided at Customer location or locations other than eCivis offices.

ii) Customer and eCivis shall schedule on-site provision of services at least twenty-one (21) days in advance, for any cancellation, re-scheduling, and/or changes made by Customer within twenty-one (21) days of scheduled service delivery, Customer will be responsible for 75% cancellation/change fee and 100% of all previously scheduled and unchangeable travel and materials expenses, billed at cost.

d) For Customers licensing module(s) including Grants Network: Tracking & Reporting:

i) The Peak Grants Level is determined by Customer and eCivis upon inception of the license. The Peak Grants Level is the maximum number of awarded grant instances within all of Customer's projects ("Grants") with a status other than "closed". For example, "Peak Grants Level 50" will include up to 50 simultaneous open awarded grant instances throughout Customer's active projects.

ii) Should the client exceed the Peak Grants Level during the term, overage fees will be calculated as the Per Grant Overage Fee ($1200/year) multiplied by the number of grants over and above the licensed Peak Grants Level. Fees will be pro-rated through the end of the then-current term. Customer shall pay to eCivis within thirty (30) days notice the lesser of:

(a) the overage fees as calculated above; or

(b) the pro-rated fee for the Peak Grants Level including enough grants to cover Customer's usage according to eCivis' then current published fees, in which case Customer shall be deemed to have licensed such higher Peak Grants Level for the rest of the then-current term.

e) eCivis will charge Customer a $200 fee if a scheduled training session is changed within 14 days of mutually agreed upon start date.

5) **Updates**.
a) Customer acknowledges and agrees that eCivis is not obligated to, but reserves the right to, provide Customer with any Version Releases for the Licensed Modules. Any Version Releases furnished to Customer shall be considered part of the Licensed Modules and shall be licensed to Customer subject to the terms and conditions of this Agreement.
b) Additionally, Customer acknowledges and agrees that only the Stated Versions of the respective Licensed Modules, as recited on the cover page attached hereto are licensed herein. eCivis is not obligated, but reserves the right, to create new modules, additional releases, or new services (collectively "New Modules") not specifically outlined herein. Customer has not licensed any such New Modules, however, Customer may license such New Modules pursuant to a written agreement executed by the parties.

6) **Grants Network Access.**
a) eCivis shall use commercially reasonable efforts to provide Grants Network with an available up time of 99.0% or greater, twenty-four (24) hours a day, seven (7) days a week (excepting reasonable and limited downtime due to routine maintenance). In the event that Grants Network is disabled for any reason for longer than sixty (60) minutes during normal business hours (5 a.m. to 7 p.m. PST), eCivis shall notify Customer of the existence of such problem and use all commercially reasonable efforts to restore Grants Network as soon as reasonably practicable.
b) eCivis shall use commercially reasonable efforts to schedule downtimes for system maintenance during non-business hours (after 7 p.m. and before 5 a.m. PST) and notify Customer at least twenty-four (24) hours in advance of such scheduled downtimes. Customer, however, shall be responsible for preparing for scheduled downtimes by retrieving any necessary data, including without limitation Customer Data (as defined in Section 7 below), which may not be available during the downtime.

7) **Proprietary Protection.**
a) As between Customer and eCivis, eCivis (or eCivis' third-party supplier if applicable) shall be the sole owner(s) of all right, title, and interest in and to any and all information in Grants Network that is provided to or accessed by Customer pursuant to this Agreement, including but not limited to any adaptations or copies thereof and any intellectual property rights embodied therein. The information in Grants Network is subject to protection under U.S. and foreign copyright and patent laws. Except as expressly provided for in this Agreement, nothing herein shall be construed as conferring any license or other rights, by implication, estoppel, or otherwise, under any copyrights, patents, or proprietary information of eCivis.
b) It is eCivis' practice to place copyright notices and/or other proprietary legends in report forms and data provided to Customers. Customer, including each Access Holder of Customer, shall provide for the reproduction of such notices and legends in the form and manner in which they appear.

8) **Customer Data**.
a) As between Customer and eCivis, Customer shall be the sole owner of all right, title, and interest in and to any and all information input by Customer into Grants Network ("Customer Data"), including but not limited to any adaptations or copies thereof and any intellectual property rights embodied therein. Except as expressly granted in this Agreement, nothing herein grants or shall be construed as conferring any license or other rights, by implication, estoppel, or otherwise, under any copyrights or proprietary information of Customer.
b) Customer shall be responsible for ensuring that the Customer Data is uncorrupted. eCivis shall not be responsible for Customer Data that was corrupted upon input into Grants Network.
c) Customer shall be responsible for determining whether Grants Network produces the desired results. Customer is responsible for adopting reasonable measures to limit its exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in Grants Network, or the results thereof, including without limitation examination and confirmation of data prior to use thereof, and identification and correction of errors and omissions.
d) eCivis shall use commercially reasonable efforts to back-up and store Customer Data, however, Customer shall be responsible for maintaining its own locally accessible versions of Customer Data.
e) eCivis shall use commercially reasonable efforts to protect the security and privacy of Customer Data. eCivis shall have access to data, user settings, information, and metadata within Customer Data for the purposes of providing support, research, customer assistance, development, or other purposes as determined by eCivis.
f) Credit Card Data: eCivis partners with OpSource Billing for all credit card payments. OpSource Billing ensures that all cardholder data is stored securely in an encrypted format. Cardholder data is used solely for billing for the eCivis service and is not used for any other purpose. No credit card data is captured or stored in eCivis systems, but is solely managed through OpSource Billing. OpSource Billing has been certified to the highest level of security, Level 1, as defined by PCI DSS (Payment Card Industry Data Security Standard).

9) **Access to Customer Data.**
a) During the term of this Agreement, Customer may request in writing copies of Customer Data from eCivis. eCivis shall provide Customer with such Customer Data in a format determined by eCivis and upon payment of a fee as determined by eCivis from time to time.
b) eCivis shall not have any obligation to maintain or provide access to Customer Data after termination of this Agreement.

10) **Help Desk.** eCivis shall maintain a help desk to provide technical assistance regarding access to and use of Grants Network. Such telephone assistance shall be available Monday through Friday from 9 a.m. to 5 p.m. PST, subject to planned or uncontrolled interruptions, and excluding eCivis holidays. The help desk may also receive reports of technical difficulties associated with the eCivis Internet site. Such assistance and any training provided by eCivis are intended to relate to technical aspects of use of the eCivis Internet site and Grants Network. eCivis does not hold itself out as providing expert computer advice and does not give personalized grant advice.

11) **Customer's Duty to Indemnify.** Customer agrees to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claim, demand, cause of action, judgment, proceeding, debt liability, damage, cost, or expense (including court costs and attorney fees) incurred as a result of Customer's use or nonuse of Grants Network.

12) **eCivis Duty to Indemnify.** If a third party claims that any use of Grants Network or the information provided therein (other than Customer Data) infringes any U.S. patent, copyright, or trade secret, eCivis will defend and hold harmless Customer and Customer's Access Holders against such claim at eCivis' expense, provided that Customer: (a) notifies eCivis in writing within fifteen (15) business days of being advised of the claim; and (b) allows eCivis to control, and cooperates with eCivis in, the defense of such claim and any related settlement negotiations. If such a claim is made or appears possible, eCivis may, in its sole discretion: (a) secure for Customer the right to continue to use Grants Network; (b) modify or replace the information in Grants Network with equivalent, non-infringing information; or (c) terminate this Agreement. THIS PARAGRAPH STATES eCIVIS' ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

13) **Limitations.** eCivis shall employ due care and attention in obtaining and maintaining the information in Grants Network. Customer acknowledges, however, that any collection and compilation of data entails the potential for human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, Customer acknowledges and agrees that THE INFORMATION FROM OR THROUGH GRANTS NETWORK IS PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT). eCIVIS' SOLE AND ENTIRE LIABILITY FOR ANY INACCURATE INFORMATION, FOR ANY REASON, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, OTHER THAN STATED IN SECTION 11 HEREOF, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE INFORMATION RECEIVED (IF ANY). IN NO EVENT SHALL eCIVIS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, LITIGATION, OR THE LIKE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE GRANTS NETWORK PROGRAM, THE DELAY OR INABILITY TO USE THIS eCIVIS SITE, OR ANY INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES THAT ARE OBTAINED OR ACCESSED FROM GRANTS NETWORK, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN eCIVIS AND CUSTOMER. eCIVIS WOULD NOT PROVIDE GRANTS NETWORK WITHOUT SUCH LIMITATIONS. SOME OF THE INFORMATION IN GRANTS NETWORK IS PROVIDED BY THIRD PARTIES. THEREFORE, eCIVIS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION IS ERROR-FREE, PROBLEM-FREE, OR WITHOUT OTHER LIMITATIONS. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE AS TO THE ACCURACY, ADEQUACY, AVAILABILITY, RELIABILITY, TIMELINESS, COMPLETENESS, SUITABILITY OR APPLICABILITY OF ANY OF THE INFORMATION PROVIDED IN GRANTS NETWORK.

Customer further acknowledges and agrees that: (a) eCivis is not a grant-writing firm; (b) eCivis does not warrant or represent that use of Grants Network will result in any grant acquisition; and (c) Grants Network may not include all available federal and state grants or all potential data on the grants provided. Customer agrees to always read the full original grant notice provided.

14) **Default.** If Customer breaches or defaults with respect to any terms or provision of this Agreement or any other agreement with eCivis, and fails to cure the same within fifteen (15) after written notice thereof, eCivis may, in its sole discretion, terminate this Agreement. eCivis reserves the right, with or without notice, to suspend access to and/or use of Grants Network in the event of any Unauthorized Use, or any Customer delinquency, breach, or default under this Agreement, and delete all Customer Data, personal information and settings associated with an Access Holder during such suspension, in which case such Customer Data, personal information and settings will be unrecoverable.

15) **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis, including, but not limited to, equipment or telecommunications failure, labor dispute, accident, flood, other natural disaster, embargo, war, terrorism, order or interference by civil or military authorities, whether legal or defacto, or failure of any third party to perform any agreement with eCivis that adversely affects eCivis' ability to perform its obligations hereunder.

16) **Assignment.** This Agreement shall bind and inure to the benefit of eCivis and Customer, and their permitted successors and assigns. eCivis shall have the right to assign or otherwise transfer its rights or obligations under this Agreement whether by contract or operation of law without Customer's consent. Customer shall not have the right to assign, by contract, operation of law or otherwise, this Agreement or any of the rights, interests, or obligations hereunder without the prior written consent of eCivis. A successor in interest by merger, operation of law or purchase of the assets or entire business of Customer or otherwise shall not acquire all or any portion of Customer's interests hereunder without the prior written consent of eCivis.

17) **Entire Agreement; Amendment.** This Agreement constitutes the entire and exclusive agreement between eCivis and Customer with respect to the subject matter hereof and supersedes and cancels all previous agreements and understandings, whether in oral or in writing, with respect to such subject matter, and may not be amended, altered, or modified except by a written agreement executed by duly authorized representatives of the parties hereto.

18) **Waiver.** The failure of either eCivis or Customer at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party hereto of any condition, or the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, representation, or warranty of this Agreement.

19) **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the state of California, without reference to conflict of laws principles. Except as provided in Section 2(d) of this Agreement, each party hereto consents to the exclusive jurisdiction of either the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California for purposes of any action brought under or as the result of a breach of this Agreement, and each party waives any objection thereto. The parties hereto each further consent and agree that the venue of any action under or as a result of a breach of this Agreement shall be proper in either of the above-named courts and they each waive any objection thereto.

20) **Independent Status of Parties.** Nothing in this Agreement may be construed to constitute either party hereto as agent for, or partner of, the other party hereto. Neither party hereto has the right to bind the other party hereto, transact any business in the name or on behalf of the other party in any manner or form, or to make any promise or representation on behalf of the other party hereto.

21) **Severability.** In the event that any provision of this Agreement is, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision; provided, however, the parties shall negotiate in good faith to replace any ineffective, unenforceable or illegal provision with an effective replacement as soon as practical, such that the economic effect of this Agreement, as between eCivis and Customer, remains the same or as nearly the same as possible.

22) **Attorneys' Fees.** If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this Agreement of its obligations under this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions wherefrom.

[Signatures provided on cover page of this Agreement or via acceptance of these terms as part of an online purchase]

eCIVIS improving grants performance

Sole Source Statement for eCivis® Grants Network: Research 4.0

This statement explains why Grants Network: Research 4.0 by eCivis is a unique and proprietary system. This excerpt of the eCivis Grants Network: Research 4.0 sole source statement is accurate as of the date of this letter.

What is Grants Network: Research 4.0?

Grants Network: Research 4.0 is a web-based application containing a collection of proprietary and timely content written by eCivis' trained research analysts. This content is based on research of federal, state and foundation funding. Excluding certain grants not available to local governments, educational institutions, non-profits, tribes or other public or private organizations within the United States, Grants Network: Research 4.0 covers all federal and state (AZ, CA, CO, FL, GA, IL, MI, NY, NC, OH, PA, SC, TX, VA, WA) grants. Overall, Grants Network: Research 4.0 covers more than 95 percent of competitive grants available from these funders. Over 400 local government entities nationwide—including seven of the largest—rely on Grants Network: Research 4.0. After conducting purchasing evaluations, none of these customers have found an equivalent online product of similar scope or quality.

Product Specifications Used in Evaluating Sole Source

- Comprehensiveness: Contains more than 95 percent of all grants
- Original Content: Custom funding analyses generated in-house by program specialists
- Quality Assurance: Five-point check system implemented for every program prior to publication
- Timeliness: Content is updated daily with portions published prior to public release from grantors
- Local Government Relevance: Unique eCivis processes allow local governments to assess which programs are most relevant to them quickly and effectively
- Search System: Custom search functionality generates superior results
- Previously Funded Applications: Expansive collection of previously funded grant applications accessible to all users

Comprehensiveness: Grants Network: Research 4.0 is the only existing, materially complete collection of federal and state grants. eCivis has made a seven-year investment searching all available programs for this product, including those the government does not actively solicit. With the feedback of clients as well as partner companies, many of the lesser-known grant making organizations have also been added to our expanding research base. There are many free or low-cost websites that list grant programs, but these are retrograde versions of the Federal Register or Grants.gov, both of which are non-comprehensive resources. eCivis's list of grant programs is proprietary information secured internally and is not shared with any other entity or client.

Original Content: Grants Network: Research 4.0 does not simply repost the original grant notice: Each grant is researched, analyzed, condensed, and packaged into a complete summary of essential information that allows customers to quickly determine whether a grant fits the department's project(s). This original content is available only through Grants Network: Research 4.0; eCivis does not license this content to anyone other than end users. eCivis grants research analysts contact the program officer on every grant program, and a summation of the program officer's statements and suggestions is highlighted in Grants Network: Research 4.0. The information gathered from program officers is available only through Grants Network: Research 4.0. No other information provider offers a similar advantage.

Sole Source Statement - eCivis® Grants Network: Research 4.0

Five-Point Quality Assurance: eCivis employs a five-point quality assurance check on each grant prior to posting it in Grants Network: Research 4.0. This verification process ensures that all information gathered meets and/or exceeds the eCivis standard of having the best possible accuracy.

Timeliness: eCivis uses a proprietary back-end process to ensure timeliness that meets or exceeds our clients' standards. Although it takes two to three hours on average to encapsulate all the information for a single grant program, approximately 66 percent of grants in the system are held to a same-day publication standard and 95 percent are held to a three-day standard. eCivis invests more than $1 million annually to meet these timeliness standards and maintain the level of quality cities and counties expect. Whenever possible, Grants Network: Research 4.0 publishes federal grant information before it appears on the Federal Register or Grants.gov, which is not done anywhere else. eCivis has not encountered another product with timeliness standards for publishing. Additionally, eCivis constantly reviews and measures further technical, business process, and research improvements in order to enhance timeliness and other client-focused needs.

Relevance: eCivis uses an internal process to assign each grant a relevance rating based on a substantiated understanding of all eCivis clients' needs. This may differ from the formal eligibility criteria listed by funding agencies that may mislead cities and counties in their ability to apply for funds. The Department of Justice's Weed and Seed program, for example, would have a relevance rating of "1." This relevance rating exists only in Grants Network: Research 4.0.

Proprietary Search: eCivis has modified its search criteria based on client feedback. This ensures that search results closely match what a user is looking for in a grant. While the search uses Verity™, a commercially available engine, the fields it searches are custom-built and populated based on eCivis knowledge of grants, eCivis client lexicon, and program-specific terminology. Keyword fields are manually created for each new grant entered, ensuring search engine optimization for every grant in the system.

Previously Funded Applications (PFAs): Utilizing the Freedom of Information Act and public records requests, eCivis has compiled a collection of previously funded grant applications from local government grantees as well as federal- and state-level organizations. While other collections may exist, eCivis is unaware of any other library of information equivalent or exceeding the range of eCivis applications maintained in Grants Network: Research 4.0.

Government Support of Sole Source: Grants Network: Research 4.0 is a certified sole source by numerous local governments around the country. eCivis is able to provide customers with examples of sole source designation if requested during the purchasing process.

If you have any questions or concerns, please feel free to contact eCivis at the number below.

eCivis: Trusted by Governments Nationwide

Governments across the nation increasingly rely on eCivis to propel their grants performance. As more governments join our partnership, we continue to invest to offer new and better products and enhanced customer service and support—always driven by our customers' needs. From our humble beginnings, we have strived to put the needs of our customers first, which has enabled us to rapidly serve hundreds of the most effective grants organizations nationwide. Your grants success is our key measurement of performance, and we look forward to your organization becoming our next success story.

For more information about eCivis's products and services, e-mail grantinfo@ecivis.com, call toll-free at (877) 232-4847, option 1, or visit us on the web at www.ecivis.com.

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