

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

**DEPARTMENT:** Financial Services  
**AGENDA DATE:** September 28, 2010  
**CONTACT PERSON/PHONE:** Carmen Arrieta-Candelaria, Chief Financial Officer, 541-4293  
Bruce D. Collins, Purchasing Manager, 541-4313  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Request that the Purchasing Manager, 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, 2010 through September 30, 2013. 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 of 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.

**PRIOR COUNCIL ACTION:**

On September 22, 2009, Council approved a one-year contract through September 30, 2010.

**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 2011.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_



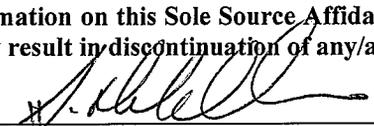
**FINANCIAL SERVICES  
PURCHASING DIVISION**

**SOLE SOURCE AFFIDAVIT**

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

Before me, the undersigned official, on this day, personally appeared Sergio Del Olmo, 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 Sergio Del Olmo. 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.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Grants Network: Research, Grants Network: Tracking & Reporting, and Grants Network: Knowledgebase
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 8th day of September, 2010.

\_\_\_\_\_  
NOTARY PUBLIC  
RYAN BAIRD

\_\_\_\_\_  
PRINTED NAME  
December 2012

\_\_\_\_\_  
MY COMMISSION EXPIRES

COMPANY NAME: eCivis, Inc.

ADDRESS, CITY, STATE & ZIP CODE 3452 E. Foothill Blvd., Floor 9, Pasadena, CA 91107

PHONE: 877-232-4847 FAX NUMBER: 626-578-6632

CONTACT NAME AND TITLE: Sergio Del Olmo, Director of Sales and Service

WEB ADDRESS: www.eCivis.com EMAIL: Sdelolmo@ecivis.com

FEDERAL TAX ID NUMBER: 87-0732535

TEXAS SALES TAX NUMBER: \_\_\_\_\_





eCIVIS

*Sole Distributor Verification*

## *Sole Distributor Verification*

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This letter serves as an official verification that eCivis, Inc. is the developer, owner, sole source, and sole distributor of Grants Network™, which includes the following products:

- Grants Network: Research<sup>SM</sup>
- Grants Network: KnowledgeBase<sup>SM</sup>
- Grants Network: Tracking and Reporting<sup>SM</sup>

eCivis® Grants Network™, eCivis® Grants Network: Research<sup>SM</sup>, eCivis® Grants Network: Tracking & Reporting<sup>SM</sup>, and eCivis® Grants Network: KnowledgeBase<sup>SM</sup> are all trademarks/service marks of eCivis, Inc. eCivis sells its products in all fifty states. All products are created and distributed from the corporate office in Pasadena, California.

If you should require additional information regarding the ownership or distribution of any of these aforementioned products, please contact Sergio Del Olmo at 626.578.6214.

Sergio Del Olmo

Director of Sales and Service

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**eCIVIS**  
*Your tools for grants success.*

(877) 232-4847

[www.ecivis.com](http://www.ecivis.com)



eCIVIS

**Grants Network®**

*Sole-Source Justification for eCivis Grants Network<sup>SM</sup>*

This document provides information useful to organizations requiring sole-source justification for their purchase of Grants Network<sup>SM</sup>.

## **What is eCivis Grants Network®**

eCivis Grants 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), and GN: Tracking & Reporting (T&R). All modules are fully integrated with Grants Network: Research. Grants Network 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<sup>SM</sup>**

eCivis Grants Network: Research 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, Grant Network: Research has proven to help drive additional revenue while reducing the burden on staff. A number of characteristics make GN: Research such a powerful resource.

## **eCivis® Grants Network: Tracking & Reporting<sup>SM</sup>**

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, GN: 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 Tracking & 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 Tracking & 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: KnowledgeBase<sup>SM</sup>**

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<sup>TM</sup> Acrobat.

## 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

Grants Network 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.

## 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 January 1, 2010, 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 2010. eCivis, Inc. All rights reserved. Registered Trademark and Service Mark Statement eCivis, eCivis Grants Network, eCivis Grants Network: Research, eCivis Grants Network: Tracking & Reporting, and eCivis Grants Network: KnowledgeBase are all trademarks/service marks of eCivis, Inc.

**eCIVIS**  
Your tools for grants success.



GRANTS NETWORK MASTER LICENSE AND SERVICE AGREEMENT

Date 9/09/2010  
Contract No. 3260

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")  
3452 East Foothill Blvd, Floor 9  
Pasadena, CA 91107  
Fax: (626) 628-3232  
Sales Contact:  
Stephanie Rodriguez

and City of El Paso, TX ("Customer")  
2 Civic Center Plaza 4th Floor  
El Paso, TX 79901  
Phone: (915) 541-4293  
Principal Contact and Master Access Holder:  
Carmen Arrieta-Candelaria, CFO

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:T&R Peak 151+	GN:T&R Peak 151+	175	\$450.00	\$78,750.00
GN:R Level 6	Licenses for populations of 350,001 - 750,000	1	\$47,500.00	\$47,500.00
GN:CBO Access	GN:CBO Access	60	\$300.00	\$18,000.00
GN:KnB Level 6	Content library for populations of 350,001 - 750,000.	1	\$11,000.00	\$11,000.00
Product Sub-Total				\$155,250.00

eCivis Services	Description	Units	Avg Unit Price	Total Price
GN: Product Training	Onsite Training	1	\$3,000.00	\$3,000.00
Product Training Discount		1	(\$3,000.00)	(\$3,000.00)
Services Sub-Total				\$0.00
Bundled Product Discount				(\$59,175.00)
TOTAL PRICE				\$96,075.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/30/2013. Payment is due net 30 days from invoice date.

- Cycle 1: 10/01/2010 through 9/30/2011 for a price of \$96,075
- Cycle 2: 10/01/2011 through 9/30/2012 for a price of \$96,075
- Cycle 3: 10/01/2012 through 9/30/2013 for a price of \$96,075

PRICE IS ONLY VALID IF CONTRACT IS SIGNED ON OR BEFORE: September 30, 2010.

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

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period 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.

Accepted By:  
City of El Paso, TX

Accepted By:  
eCivis, Inc.

By: \_\_\_\_\_  
(Authorized Signature)

By:   
\_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(type or print)

Name: Sergio Del Olmo  
\_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_

Title: Director of Sales & Service  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/09/2010  
\_\_\_\_\_

Send invoice to (if different than address above): \_\_\_\_\_

## Terms &amp; Conditions

- 1) Definitions. (a) "Customer" shall mean the end-user customer organization, entity, or individual executing this Agreement. (b) "Access Holder" shall mean each individual who have been supplied usernames and passwords, and 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, then "Access Holder" also means each individual who is an employee of an approved non-profit organization. (c) "Grants Network" shall mean the purchased Products and Services as listed on page 1 of this agreement. (d) "Licensed Modules" shall mean the Modules that are licensed by Customer as listed on page 1 of this agreement.
- 2) License. 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 permit each Access Holder to access and use the Licensed Modules; and 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.
- 3) Restrictions. Neither Customer nor any Access Holder shall 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. 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, eCivis may terminate this Agreement without refund.
- 4) Fees and Payment. Customer shall pay all fees as specified in page 1 of this agreement. Fees are based on products and services purchased and not actual usage of Grants Network. Payments are non-cancelable and non-refundable. (a) Invoice and payments are due as defined on page 1 of this agreement. (b) Overdue charges of 1.5% of outstanding balance per month may be applied at eCivis' discretion. (c) Unless otherwise stated by law, fees do not include any taxes, levies, duties or similar governmental assessments of any nature assessable by any local, state, or federal jurisdiction.
- 5) Access. eCivis shall use commercially reasonable efforts to provide Grants Network 24 hours a day, 7 days a week, except for planned downtime due to routine maintenance or in the event that Grants Network is disabled for any reason beyond the control of eCivis, including without limitation, acts of God, acts of government, natural or manmade disasters, or Internet service failures or delays. All reasonable efforts will be attempted to restore Grants Network as soon as practical. Customer acknowledges and agrees that eCivis is not obligated, but reserves the right, to make periodic updates to Grants Network.
- 6) Proprietary Protection and Rights. eCivis reserves all rights, title, interests in and to Grants Network that is provided to or accessed by Customer pursuant to this Agreement, including but not limited to any adaptations or copies and/or any intellectual property rights. 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 in any part of the terms and conditions shall be construed as conferring any license or other rights, by implication, estoppel, or otherwise, under any copyrights, patents, or proprietary information of eCivis.
- 7) Customer Data. As between Customer and eCivis, Customer exclusively owns all rights, title, and interest in and to data inputted by Customer.
- 8) Confidentiality. Customer and eCivis agree not to disclose Confidential Information without prior written consent from either party. Confidential Information in regards to eCivis includes without limitation: (a) all eCivis software, technology, programming, specifications, materials, guidelines and documentation relating to Grants Network; (b) pricing or other statistics relating to Propriety Protection provided to Customer by eCivis; and (c) any other information designated in writing by eCivis as "Confidential." Confidential Information in regards to Customer, without limiting the above, includes Customer Data as noted above. However, Confidential Information will not include information that is or becomes generally known to the public without breach of any obligation to either party.
- 9) Mutual Indemnification. eCivis' agrees to indemnify Customer against any claim that use of Grants Network or the information provided in Grants Network, 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) promptly notifies eCivis in writing within 15 business days of claim; (b) allows eCivis sole control of the defense of claim and any related settlement negotiations; and, (c) Customer provides all reasonable assistance at eCivis' expense. 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. 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.
- 10) 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. eCivis' sole and entire liability for any inaccurate information, for any reason, and Customer's sole and exclusive remedy for any cause, other than stated in this agreement, 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 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 Grant 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 stated above are fundamental elements of the basis of the agreement 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. Customer further acknowledges and agrees that eCivis is not a grant-writing firm; eCivis does not warrant or represent that use of Grants Network will result in any grant acquisition; and, Grants Network may not include all available federal and state grants or all potential data on the grants provided.

- 11) Default. eCivis may terminate this agreement if Customer breaches or defaults with respect to any terms or conditions of this agreement, and fails to cure the same within 15 days after written notice is provided. 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 without guarantee of Customer Data or settings.
- 12) Assignment. Neither party may assign any of its rights or obligation as expressed in this agreement without prior written consent of the other party. Notwithstanding the foregoing, either Customer or eCivis may assign this agreement in its entirety, without consent of the other party, a successor in interest by merger, acquisition, corporate reorganization, or operation of law or purchase of the assets or entire business of the other party. This agreement shall bind and inure to the benefit of either Customer or eCivis, their respective successors, and permitted assigns.
- 13) Entire Agreement. This Agreement constitutes the entire and exclusive agreement between Customer and eCivis with respect to the terms and conditions and supersedes and cancels all previous agreements and understandings, whether in oral or in writing, and may not be amended, altered, or modified except by a written agreement executed by duly authorized representatives of the parties.
- 14) Waiver. No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right. Other than as expressly stated in this agreement, the remedies provided within this agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 15) Independent Status of Parties. Neither party has the right to bind the other party, 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.
- 16) 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. Each party 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.
- 17) 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.
- 18) 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.

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

**MOTION**  
**SEPTEMBER 22, 2009**

Motion made, seconded, and unanimously carried to **AUTHORIZE** Purchasing Manager for Financial Services, Purchasing Division, to issue a purchase order to eCivis, Inc., the creator and sole source provider of eCivis Grants Research and Grants Tracking and Reporting software. This purchase is for the annual license and service of this software in the estimated amount of \$96,075 beginning October 1, 2009, and ending September 30, 2010.

Department:	Financial and Administrative Services
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.:	2010-032

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 to effectuate this award.

Richarda Duffy Momsen, City Clerk