

ORDINANCE 2019-01-17-0018

**APPROVING THE PURCHASE OF LICENSES FOR A CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM USING THE SALESFORCE PLATFORM FOR ONE YEAR THROUGH THE USE OF THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT DIR-TSO-3149 WITH CARASOFT TECHNOLOGY CORPORATION FOR AN AMOUNT OF \$352,932.35 PREVIOUSLY AUTHORIZED IN THE TECHNOLOGY PROJECT BUDGET.**

\* \* \* \* \*

**WHEREAS**, on November 9, 2017, City Council passed and approved Ordinance 2017-11-09-0893 to allow the City to utilize State of Texas Department of Information Resources (DIR) contracts to provide the City with technology services and equipment; and

**WHEREAS**, pursuant to section 2054.0565 of the Texas Government Code, purchasing an item or service using a contract through DIR meets the requirements for competitive bidding; and

**WHEREAS**, this ordinance will authorize the City to utilize DIR contract number DIR-TSO-3149 with Carasoft Technology Corporation, to provide the City with licenses for a pilot Customer Relationship Management System through the Salesforce Lightning platform for a Contract Management solution for an estimated initial amount of \$352,932.35 for a one year term; **NOW THEREFORE:**

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

**SECTION 1.** The City's use of DIR contract number DIR-TSO-3149 with Carasoft Technology Corporation to provide the City with licensing and support for a pilot Customer Relationship Management System through the Salesforce Lightning platform for an estimated initial amount of \$352,932.35 is hereby authorized. A copy of the DIR contract is attached hereto and incorporated herein for all purposes as **Exhibit I**. The City Manager, the Chief Information Officer or their designee, are authorized to execute any documents necessary to carry out the purpose of this ordinance.


**SECTION 2.** Payment in the amount of \$352,932.35 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 09-00111, Salesforce Contract Management, is authorized to be encumbered and made payable to Carasoft Technology Corporation for the purchase of licenses for a Contract Management solution.

**SECTION 3.** 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 allocation 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 4.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

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**PASSED and APPROVED** this 17<sup>th</sup> day of January, 2019.



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	7 ( in consent vote: 7, 8, 9, 10, 11, 12, 13A, 13B, 14, 16, 17, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30 )						
<b>Date:</b>	01/17/2019						
<b>Time:</b>	09:52:27 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving the purchase of licenses for a Customer Relationship Management System using the Salesforce platform for one year through the use of the State of Texas Department of Information Resources contract DIR-TSO-3149 with Carahsoft Technology Corporation for an amount of \$352,932.35 previously authorized in the New Technology Project Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

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# **Exhibit I**



**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**CARAHSOFT TECHNOLOGY CORPORATION**

**1. Introduction****A. Parties**

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation (“Vendor”), with its principal place of business at 12369 Sunrise Valley Drive, Suite D-2, Reston, VA 20191.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-225, on February 27, 2015, for Software, including Software as a Service, Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-225 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-225, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-225, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Application Portfolio Management Software Products, including Software as a Service Products, as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Application Portfolio Management Software services as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarter of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759



Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Jack Dixon  
Carahsoft Technology Corporation  
12369 Sunrise Valley Drive  
Suite D-2  
Reston, Virginia 20191  
Phone: (703) 230-7545  
Facsimile: (703) 871 - 8505  
Email: [jack.dixon@carahsoft.com](mailto:jack.dixon@carahsoft.com)

**7. Software License and Service Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

**8. Authorized Exceptions to Contract or any Appendices.**

No exceptions have been agreed to by DIR and Vendor.

This Contract is executed to be effective as of the date of last signature.

**CARAHSOFT TECHNOLOGY CORPORATION**

Authorized By: Signature on File

Name: Ellen Lord

Title: Contracts Manager

Date: June 19, 2015

**The State of Texas, acting by and through the Department of Information Resources**

Authorized By: Signature on File

Name: Dale Richardson (By Wayne Egeler)

Title: Chief Operations Officer

Date: June 22, 2015

Office of General Counsel: D. Brown, Signature on File, 6/22/2015



**Amendment Number 7  
to  
Contract Number DIR-TSO-3149  
between  
State of Texas, acting by and through the Department of Information Resources  
and  
Carahsoft Technology Corporation**

This Amendment Number 7 to **Contract** Number **DIR-TSO-3149** ("**Contract**") is between the Department of Information Resources ("**DIR**") and Carahsoft Technology Corporation ("**Contractor**"). **DIR** and **Contractor** agree to modify the terms and conditions of the **Contract** as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

The term of this Contract is extended for one (1) year through June 22, 2019 or until terminated pursuant to the termination clauses contained in the Contract, completing the three (3) additional one-year options. No additional extension periods remain.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. **Appendix A, Standard Terms and Conditions for Services**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 09/29/2017**, as attached.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment 7, then Amendment 6, then Amendment 5, then Amendment 4, then Amendment 3, then Amendment 2, and then Amendment 1, and then the Contract.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than June 22, 2018.

**Carahsoft Technology Corporation**

Authorized By: Signature on File

Name: Kristina Smith

Title: Contracts Manager

Date: 6/20/2018

**The State of Texas, acting by and through the Department of Information Resources**

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 6/22/2108

Office of General Counsel: Signature on File 6/22/2108