

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/26/14
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/14

ISSUE:			
12. Request for Approval of Exempt Procurement and PremierPro Support and Maintenance Agreement – VoiceUtility Interactive Voice Response System for Utility Billing and Building Permits Division; Selectron Technologies, Inc. (Caryn Fiorina)			
FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM			
Requested approval of exempt procurement and PremierPro support and maintenance agreement for VoicUtility Interactive Voice Response System for utility billing and building permits division with Selectron Technologies, Inc. in the amount of \$44,765. Budget is available in ITT fund.			
FUNDING SOURCE: 12029.520300 and 52210.520300			
SPECIAL CONDITIONS OR AMENDMENTS			
STAFF FOLLOW-UP:			
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: July 24, 2014
TO: Finance Committee
FROM: Caryn Fiorina, ITT Systems & Programming Manager *CW*
VIA: Lisa Martinez, ITT Director *[Signature]*
Thomas Williams, ITT Division Director *1881*

ITEM & ISSUE:

Support and Maintenance Agreement for Selectron Technologies, Inc.

BACKGROUND & SUMMARY:

Selectron Technologies, Inc. (Selectron) provides PremierPro support and maintenance for the City's Utilities Division - VoiceUtilities and the Building Permits Division - VoicePermits for interactive voice solutions which include:

- Telephone Support for general use questions during normal business hours
- Use of Company's Toll Free Number
- On-Line technical diagnostic support
- Software correction upgrades
- 1 Business day relief goal
- 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- Development work
- Quarterly Proactive System Review
- 'Out-of-cycle' critical updates

The monies for this agreement have been budgeted in 12029.520300 (\$23,350.00) and 52210.520300 (\$21,415.00) totaling \$44,765.00.

ACTION REQUESTED:

Please approve the Support and Maintenance Agreement for Selectron Technologies, Inc.

City of Santa Fe, New Mexico

memo

DATE: August 18, 2014

TO: Robert Rodarte, Purchasing Officer *RR*

FROM: Caryn Fiorina, ITT Systems & Programming Manager

VIA: Thomas Williams, ITT Division Director *TW*
Lisa Martinez, ITT Director *LM*

ITEM & ISSUE:

Exempt Procurement Status for Selectron Technologies, Inc.

BACKGROUND & SUMMARY:

Selectron Technologies, Inc. provides Integrated Voice Response services for Utilities and Building Permits. Each year we are required to purchase ancillary services for maintenance and support of the priority software. Selectron is the owner and developer of this proprietary software and thereby has exclusive rights to maintaining and supporting this software. Please see attached letter from Selectron Technologies, Inc.

Selectron Technologies, Inc. qualifies under exempt procurement Section 18:L of the City Purchasing Manual.

18.1-L purchases of computer software including ancillary services, where such is required to match other software in use or where a unique or novel application (available from only one provider) is required to be used in the public interest. This will include applicable initial and subsequent licensing fees and services to modify or maintain proprietary software, if such services are available from only a single provider.

ACTION REQUESTED:

Please declare Selectron Technologies, Inc. with Exempt Procurement Status.

Approved

Disapproved



ROBERT RODARTE, PURCHASING OFFICER

8/18/14



PremierPro Support and Maintenance Agreement

This Support and Maintenance Agreement (this "Agreement") is entered into upon commencement of the Service Date between Selectron Technologies, Inc. ("Company") and the City of Santa Fe, New Mexico ("Customer").

For the fees specified below, Company will provide to Customer support and maintenance for the Products, as outlined below and as set forth in Exhibit A, for the term of the Agreement.

1. Term:

a) The Term of this Agreement shall commence upon the issuance of the Second Invoice (as that term is defined in the Professional Services Agreement, Exhibit A) of the Company product(s) to which this Agreement relates (the "Products"), and shall end on the last day of the twelfth month. A list of the Products is attached as Exhibit A.

b) If this Agreement is entered into after the commencement of the Service Date or subsequent support periods, the Customer will be charged for the entire Term beginning on the Service Date.

2. Renewal:

a) The Term of this Agreement will automatically renew for successive terms of one year each unless either party gives written notice of non-renewal prior to thirty (30) days before the end of the then-current term.

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If this Agreement is not renewed and the Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

c) The Customer may request concurrent expiration dates for support agreements purchased at different times of the year. The Customer must work directly with Company to adjust (prorate) their support coverage so the terms of all such agreements expire concurrently.

3. Termination:

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon termination by Company without cause or by Customer for material breach, Company will refund any fees paid for months subsequent to termination.

4. Fees:

The Customer shall prepay Company an annual fee for the support services as set forth in Exhibit A.

5. Support Services:

Company shall provide customer support for technical problems that occur when using the Products. This Agreement does not include support of the following items:

- a) Altered or modified Software not performed by Company.
- b) Errors caused by the Customer's negligence, or other causes beyond Company's reasonable control.
- c) Version Upgrades of Host or backend database software.
- d) Direct support for the required Application Program Interface either purchased or procured as part of the Integrated solution.
- e) Enhancements, replacements, or modifications to current versions performed at the Customer's request and not intended to resolve a product failure.
- f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A).

These professional services may be provided based on current published rates for Time and Material or fixed bid quote. Customers with Support Agreements in which all fees are current receive preferred rates for both standard and after hours professional services.

Company will directly handle the Customer issues outlined in the following levels of support.

6. Support and Maintenance:

The fee for PremierPro Support includes:

- a. Telephone Support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday).
- b. Use of Company's Toll Free Number
- c. On-Line technical diagnostic support
- d. Software correction upgrades
- e. 1 business day relief goal
- f. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- g. Development work necessary to support standard updates to your Host database (i.e.

land management software, utility billing software, etc...) and back-end database. This requires two (2) weeks notice prior to planned system upgrade in order to accommodate scheduling of resources. Please contact support@STI.gov.com to schedule.

- h. Quarterly Proactive System Review. Selectron will perform the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
 - 1. Assess the current machine resources including memory, processor, and disk-space utilization
 - 2. Examine log files including error logs to identify any anomalous entries
 - 3. Apply current validated software updates to the operating system, device drivers, and database server software.
- i. 'Out-of-cycle' critical updates. Updates that meet these criteria are failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

7. Hardware Maintenance:

Company, at its sole discretion, may use new or refurbished parts for the repair of any Company provided Hardware.

8. Customer Warranty:

Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide. If Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed at the current hourly rate.

9. Response Times:

Non-emergency support calls will be responded to within one business day, however most calls are handled within two hours of receipt. For Premier Support during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts:

Three customer support contacts are allowed. Additional contacts may be added at any time for an additional

\$500.00 per contact. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A. Customer may change its customer support contacts upon 30 days written notice to Company.

11. Warranty Disclaimer:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This limitation on liability is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties.

12. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO COMPANY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Customer Remedies:

If Company materially fails to perform its obligations under this Agreement, and such failure results in downtime of the relevant hardware and software that exceeds 48 hours, Customer's sole remedy, and Company's entire liability, shall be a pro rata refund for the services ("Downtime Credit"). In order to receive a Downtime Credit, the Customer must notify Company in writing within 7 days from the time of Downtime. In no event shall any Downtime Credit or the total cumulative damages for a breach of this Agreement by Company be more than the amounts previously paid by Customer under this Agreement in the 12 month period immediately preceding the Downtime Credit or breach.

14. Severability:

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish

the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 and 13 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

15. Force Majeure:

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

16. Independent Contractors:

The relationship between Customer and Company is that of an independent contractor, and neither party is an agent or partner of the other. Customer or Company will not have, and will not represent to any third party that it has, any authority to act on behalf of either party.

17. Governing Law and Venue:

This Agreement will be governed by the laws of the State of New Mexico. The United Nations Convention on

Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Santa Fe County, New Mexico.

18. Attorney's Fees:

In the event of litigation between Customer and Company concerning this Agreement, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

19. Survival.

Sections 11, 12, 13, 14, 16, 17, 18, 19 and 20 will survive expiration or termination of this Agreement

20. Entire Agreement:

This Agreement and the attached Addendum, which are incorporated herein by reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

SELECTRON/CITY OF SANTA FE ADDENDUM

INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance

of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

CITY OF SANTA FE:

CONTRACTOR:
SELECTRON TECHNOLOGIES, INC:
12323 SW 66TH AVENUE
PORTLAND, OR 97223

JAVIER M. GONZALES, MAYOR

Todd A. Johnston, President

Date: _____

Date: _____

NM Taxation & Revenue
CRS# 03-032148-00-4
City of Santa Fe Business
Registration # 14-00110464

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM FOR

KELLEY A. BRENNAN, CITY ATTORNEY

FINANCE DEPARTMENT

Business Unit: 12029.520300 & 52210.520300

EXHIBIT A
Deferred Increase for 2013 Renewal
Updated March 25, 2013

Pricing

Effective Dates: 12-Month PremierPro Support and Maintenance Services begin at the completion of on-site installation

Extended Maintenance Estimate:

Item	Dates covered	Amount	Payment Due Date
VoicePermits	September 1, 2012 through August 31, 2013	\$19,020	Paid
VoicePermits	September 1, 2013 through August 31, 2014	\$19,020	August 15, 2013
VoicePermits	September 1, 2014 through August 31, 2015	\$20,750	August 15, 2014
VoicePermits	September 1, 2015 through August 31, 2016	\$21,390	August 15, 2015

Notes:

- Maintenance amounts for future periods are estimates, and do not include increases to reflect additional functionality purchased.
- Maintenance estimates for future periods are not a guarantee that annual support agreements will be offered. You will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

VoicePermits™ Interactive Voice Response Base Solution (4 Port)

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit Based Messaging
- VoicePermits Reporting Module
- Remote Access Software

VoicePermits Hardware & Software (includes set up & configuration)

Proliant ML 150 G3

- Microsoft Windows 2003 Server
- Intel Xeon Dual Core 1.87 GHz Processor
- 2 GB RAM
- Two (2) 80GB Hard Drive (RAID 1 mirroring)
- CD ROM, 56K Modem, Network Card

Additional Production Voice Ports Licensing & Hardware (4 Ports)

VoicePermits System Functionality

Professional Voice Recording

Base System Call Flow & Prompts

Additional Modules:

Correction Codes

Street Names

Spanish Language Options

Initial Setup

Professional Voice Recording

Translation & Professional Voice Recording of Base System Call Flow & Prompts

Correction Codes

Spanish Enabled Dynamic Information System (DIS)

SmartDelivery

2-Port *(Required When Fax or E-mail Functionality is Purchased)*

VoicePermits Additional Functionality

Correction Codes

Dynamic Information System

Up to 200 Messages & Fax Document Combined *(SmartDelivery Required)*

Inspection Prerequisite Logic

Inspection Combination Logic

Outbound Delivery Services

Initial Setup

Outbound Notifications:

Automatic Results Notification

Expired Permits Notification

Plan Review

Utility Notification *(SmartDelivery Required)*

Utility Notification **(SmartDelivery Required)**

Remote Admin Licenses – 2 Additional

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Group Email for all three contacts: _____

EXHIBIT A
Deferred Increase for 2014 Renewal
Updated March 25, 2013

Pricing

Effective Dates: 12-Month PremierPro Support and Maintenance Services begin at the completion of on-site installation

Extended Maintenance Estimate:

Item	Dates covered	Amount	Payment Due Date
VoiceUtility	January 1, 2013 to December 31, 2013	\$16,330.00	Paid
VoiceUtility	January 1, 2014 to December 31, 2014	\$16,330.00	December 15, 2013
VoiceUtility	January 1, 2015 to December 31, 2015	\$18,815.00	December 15, 2014
VoiceUtility	January 1, 2016 to December 31, 2016	\$18,900.00	December 15, 2015

Notes:

- Maintenance amounts for future periods are estimates, and do not include increases to reflect additional functionality purchased.
- Maintenance estimates for future periods are not a guarantee that annual support agreements will be offered. You will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

VoiceUtility™ Interactive Voice Response Base Solution (8 Ports)

Included Functionality:

- Current Balance Owed
- Last Billing Date and Amount
- Next Billing Date
- Transaction Logging
- Last Payment Date and Amount
- **VoiceUtility™** Reporting Module

Included Fax and Email Functionality:

- Payment History
- Billing History
- Account Status Detail
- Last Payment Date and Amount
- *SmartDelivery* (2-port)

Payment Processing

- Initial Setup (*Per Database Integration*)
- Credit Card Processing Module (*Per Application*)

System Documentation

VoiceUtility™ Hardware & Software (*includes setup & configuration*)

HP ProLiant ML 350 G6

- Microsoft Windows 2003 Server
- 4 GB RAM
- CD ROM, 56K Modem, Network Card
- Intel Xeon Quad-Core 2.5 GHz Processor
- Two (2) 160GB SATA Hard Drives (RAID 1)
- 24-Port (T-1) Voice Card Hardware

Revised 1/07

VoiceUtility™ Additional Functionality

Professional Voice Recording

- Base System Call Flow & Prompts**
- Street Names** (*For Address Verification*)

Spanish Language

- Initial Setup**
- Professional Voice Recording**
- Translation & Professional Voice Recording of Base System Call Flow & Prompts**

VoiceUtility™ Optional Functionality

Outbound Delivery Services

- Initial Setup**
- Outbound Alerts**

4 Additional Voice Ports Licensing & Hardware

- Outbound Notifications:**
- Delinquency Notification**

VoicePermits™ Integration (8 ports)

Selectron Will Migrate the Current *VoicePermits™* Production System onto the New *VoiceUtility™* Server.

Software Installation, Configuration, & Testing

- 8 Voice Ports Licensing & Hardware**
- System Documentation**

Upgrade *VoicePermits™* software to latest dot release

Failover System Setup

Client will ship the old *VoicePermits™* production server to Selectron, and that server will be configured as a Failover IVR server with *VoicePermits™* and *VoiceUtility™*. Please note that the Failover IVR cannot run concurrently with the Production IVR. Client will assume freight costs to Selectron.

Failover Server Setup, Software Installation, Configuration, & Testing

- 24-Port (T-1) Voice Card Hardware**
- Remote Installation Support and Configuration**

Selectron ProMonitor Service

For the fees specified below, Company will provide to Customer the specified Selectron ProMonitor Service as outlined below:

- a. Monitoring of Event Logs, Disk Space, database application, CPU and Memory utilization
- b. Places a call once per hour to the IVR application to ensure:
 - a. The IVR System answers the call
 - b. Prompts are being played
- c. Notification to Selectron Support Personnel in the event of any anomalies detected
- d. Optional notification to agency personnel based on the severity of the issue
- e. Pro Monitor system reporting

The Selectron ProMonitor Service requires the Customer to have a current Selectron Support and Maintenance Agreement in place. Customer or Company may terminate this additional service at any time with 30 day notice entitling Customer to a prorated refund for the unused period of service.

Effective Dates: Begins upon initiation of service

Extended Maintenance Estimate:

Monitored Application(s)	Dates covered	Amount	Payment Due Date
VoicePermits	January 1, 2013 to December 31, 2013	\$2,250.00	Paid
VoiceUtility	January 1, 2013 to December 31, 2013	\$2,250.00	Paid
VoicePermits	January 1, 2014 to December 31, 2014	\$2,250.00	December 15, 2013
VoiceUtility	January 1, 2014 to December 31, 2014	\$2,250.00	December 15, 2013
VoicePermits	January 1, 2015 to December 31, 2015	\$2,600.00	December 15, 2014
VoiceUtility	January 1, 2015 to December 31, 2015	\$2,600.00	December 15, 2014
VoicePermits	January 1, 2016 to December 31, 2016	\$2,600.00	December 15, 2015
VoiceUtility	January 1, 2016 to December 31, 2016	\$2,600.00	December 15, 2015

Notes:

- ProMonitor fees above assume both applications are receiving this service and both applications are invoiced on the same schedule.
- Fees for future periods are estimates, and do not include increases to reflect additional functionality purchased.
- Fee estimates for future periods are not a guarantee that the Selectron ProMonitor Service will be offered. You will receive a minimum of 12 months notice of discontinuance of the service.



August 22, 2014

City of Santa Fe
2651 Siringo Road, Building F
Santa Fe, NM 87505-0909

To Whom It May Concern:

The Selectron **VoicePermits** and **VoiceUtility** systems are comprised of proprietary software specifically tailored to provide services for the City's departments. The supporting software code is part of Selectron's proprietary, intellectual property and is considered trade secret.

No other party is capable of performing the various maintenance responsibilities including code corrections, product updates, and technical support as we would not release the source code to any non-Selectron organization. Therefore, Selectron is the only organization who can provide maintenance services on the software in question.

In addition, no other party is authorized to provide additional capacity or hardware upgrades for our product in the United States.

If there are any further questions or concerns, or if we may be of further assistance, please do not hesitate to contact.

Best regards,

A handwritten signature in black ink, appearing to read "Todd Johnston", is written over a horizontal line.

Todd Johnston
President & CEO
Selectron Technologies, Inc.



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Selectron Technologies, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$44,765.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Selectron VoiceUtility Interactive Voice Response System for Utility Billing

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 69,001.00 of original Contract# 07-0815 Termination Date: 08/31/2012

Reason: Annual Support & Maintenance - Same Contract over 4 year period.

Amount \$ 67,755.00 ^{original} amendment # 10-1099 Termination Date: 10/31/2014

Reason: Annual Support & Maintenance - Same Contract over 4 year period.

Amount \$ 39,850.00 ^{original} amendment # 13-1216 Termination Date: 06/30/2014

Reason: Annual Support & Maintenance

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ [] _____ Date: _____

Sole Source [] _____ Date: _____

Other Exempt Procurement due to proprietary software _____

6 Procurement History: Annual Maintenance Contract
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: 12029.520300/52210.520300x

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Caryn Fiorina
Phone # 955-5573

10 Certificate of Insurance attached. (if original Contract) []

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: [Empty box for comments]