

## Staff Summary Report

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**Council Meeting Date:** 01-24-2008

**Agenda Item Number:** \_\_\_\_\_

**SUBJECT:** Request to award a one-year, sole source contract to AlphaCorp for Sire document imaging application annual maintenance.

**DOCUMENT NAME:** 20080124fstsl0      **PURCHASES (1004-01)**

**SUPPORTING DOCS:** Yes

**COMMENTS:** (Sole Source #T08-126-01) Total cost of this contract shall not exceed \$46,919 during the contract period.

**PREPARED BY:** Ted Stallings, CPPB, Procurement Officer, 480-350-8617

**REVIEWED BY:** Michael Greene, CPM, Central Services Administrator, 480-350-8516

**LEGAL REVIEW AS  
TO CONTRACT FORM**

**ONLY:** Jenae Naumann, City Assistant City Attorney, 480-350-8402

**FISCAL NOTE:** Sufficient funds have been appropriated in 1981-6683.

**RECOMMENDATION:** Award the contract.

**ADDITIONAL INFO:** The City of Tempe awarded a document imaging software application contract to AlphaCorp in June of 2002. Sire serves as the only storage media for such documents as Police Records and City Court case files.

In addition to the Sire application, this annual maintenance covers the following document imaging modules: Sire Capture, which provides the ability to rapidly scan and index documents in large quantities; Sire Cold, which is used to capture and store W2's; Sire Print, which prints Police Records in the Prosecutor's office; Sire Workflow, which routes documents throughout the Police Department.

AlphaCorp is the only company that provides support for their application. Staff recommends award of the contract to AlphaCorp.

**SIRE TECHNOLOGIES  
MAINTENANCE AGREEMENT**  
3676 West California Avenue Unit B100  
Salt Lake City, UT 84104

This Maintenance Agreement is made by and between SIRE TECHNOLOGIES and:

**CUSTOMER AND PRINCIPAL ADDRESS**

City of Tempe  
Management Services Dept.  
P.O. Box 5002  
120 East Fifth Street  
Tempe, AZ 85280

hereafter referred to as "Customer". Under this Agreement, SIRE TECHNOLOGIES shall maintain the following Product, at the rates shown:

**ANNUAL MAINTENANCE CHARGES**

\$46,919.00

and on any attached schedule(s), hereafter called "the Product" according to the maintenance services set forth in the following "Terms and Conditions"

\* Product - is defined as equipment and/or software as applicable

**TERMS AND CONDITIONS**

**TERM.** The initial term of this Agreement is for a period of 1 year and 120 days from the effective date of 9/1/2007. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of 5 year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

**CHARGES.** The charges for the maintenance described hereunder, are the total of the charges listed above. SIRE TECHNOLOGIES shall invoice the Customer sixty days prior to anniversary date, and the Customer shall pay the aggregate to SIRE TECHNOLOGIES within ten (45) days of the date of each invoice. SIRE TECHNOLOGIES has the right to increase maintenance charges at each anniversary or the effective date, by an amount not exceeding 5 percent of the total maintenance agreement. Written notice of such increase shall be given to the customer not less than thirty (30) days before the anniversary of the effective date. In addition, the Customer shall pay all federal, state, or local taxes on the services rendered or parts supplied.

**SERVICE HOURS.** When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the customer requests on site support the customer will be billed at SIRE TECHNOLOGIES established service rates plus expenses. SIRE TECHNOLOGIES shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 6:00 AM to 6:00 PM daily (Mountain Standard Time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customers request and at SIRE TECHNOLOGIES' established charges for labor and travel in effect at the time such service is performed.

**RIGHT TO SUBCONTRACT.** SIRE TECHNOLOGIES shall have the right to subcontract maintenance services to any qualified agent.

**SERVICE NOTIFICATION.** The Customer shall notify SIRE TECHNOLOGIES of suspected Product malfunction, by calling SIRE TECHNOLOGIES service and identifying the problem and symptoms. Notification may be made to SIRE TECHNOLOGIES via telephone, or email.

**RISK OF LOSS.** This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of SIRE TECHNOLOGIES, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, SIRE TECHNOLOGIES shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at SIRE TECHNOLOGIES' rates. If the Customer does not agree to restore Product to normal operating condition, SIRE TECHNOLOGIES shall have the right to terminate its obligations under this Agreement.

**PERFORMANCE.** SIRE TECHNOLOGIES shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.

**LIABILITY.** SIRE TECHNOLOGIES shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

**SIRE TECHNOLOGIES'S LIABILITY.** SIRE TECHNOLOGIES shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's Compensation Insurance. SIRE TECHNOLOGIES personnel shall comply with, all reasonable rules and regulations in effect at the Customer site.

**DEFAULT.** In the event of payment default by the Customer, SIRE TECHNOLOGIES shall be entitled to collect interest and collection costs, including court costs and reasonable attorney's fees. In the event of default by the Customer in any term or condition herein, SIRE TECHNOLOGIES may, at its option, refuse service or terminate its obligations under this Agreement.



**NOTIFICATION.** Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.

**WAIVER.** This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

**TAX.** The customer is responsible for any and all tax.

**TYPES OF SUPPORT.** Technical support includes telephone and email when the customer has problems or questions.

**SOFTWARE SUPPORT.** The customer will supply the conditions and data which caused the malfunction and help reproduce the failure.

 _____ SIRE TECHNOLOGIES	 _____ TITLE	<u>11/14/07</u> _____ DATE
CUSTOMER	TITLE	DATE

### Maintenance Product List and Charges

Item Number	Quantity	Serial Number	Description	Annual Rate (\$)
	250		SIRE Clients with Server	\$20,244.00
	8		SIRE Capture and Custom Modules	\$ 4,774.00
			Utility Print Module and Cold	\$ 4,686.00
			Special Assessment Print Utility	\$ 1,322.00
			SIRE Workflow	\$ 3,672.00
			SIRE Index Station	\$ 341.00
			SIRE Agenda Plus	\$10,800.00
			Permits Plus Interface	\$ 1,080.00
			TOTAL AMOUNT	\$46,919.00

# Memorandum

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TO: Donna Littrell CPPB  
Central Services Manager

FM: Gene Obis  
Name of Department Head (Director/Chief)  
Information Technology  
Name of Department

7/19/2007

Date

## SUBJECT: Sole Source Determination

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As Head of the City Department for which the needed item(s) will be purchased, I have made a determination that only one (1) reasonable and practicable source exists to supply the required material. As such, I am authorizing the City Procurement Office to work with my Department to negotiate an acceptable contract with:

ALPHACORP

Name of Supplier

Description of Item(s) to be purchased:

Annual maintenance for the SIRE suite of document imaging software products.

The City of Tempe began using the SIRE document imaging application in June of 2002. SIRE is an enterprise wide application, being used by many different departments, and serves as the only storage media for such documents as Police Records and City Court case files.

In addition to the Sire application, this annual maintenance covers the following document imaging modules: Sire Capture, which provides the ability to rapidly scan and index documents in large quantities. Sire Cold, which is used to capture and store W2's. Sire Print, which prints Police Records in the Prosecutor's office. Sire Workflow, which routes documents throughout the Police Department.

AlphaCorp is the only company that provides support for their application.

Refer to Requisition No. 150716, dated 7/19/2007 which has been transmitted to the City Procurement Office to initiate this Sole Source purchase.

My (customer) department contact for this purchase is Brian Keith Stepp Ext.8363.

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My Sole Source determination is based upon extensive research conducted by my department as to possible suppliers for this need and a written justification is attached for City Procurement Office records.

As related to this purchase, there are no conflicts of interest, legal, ethical or preference issues which would compromise my (customer) department or this acquisition.

Department Head's Signature



Date

7-20-07

City Procurement Ordinance 97.55, Sec. 26A-12 identifies the basis for a sole source procurement as follows:

"A purchase may be made or contract awarded by the procurement office without competition when the using department director determines in writing, after conducting a good faith review of available sources, that there is only one reasonable and practicable source for the required material or service. The using department requesting the sole source procurement shall provide written evidence to support a sole source determination. The procurement officer will participate with the using department in the conduct of negotiations, as appropriate, to price, delivery and terms. The procurement officer may require the submission of cost or pricing data in connection with a purchase or award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record."

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