



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

REQUESTOR INFORMATION:

Requestor: Cecelia Romero	Date: 12/20/2022	Department: Public Affairs
Phone Number: 623-930-2912	Email Address: cromero2@glendaleaz.com	
Return To: Deanne Torres		

PROPOSED VENDOR INFORMATION:

Proposed Vendor: Siteimprove	Proposed Vendor Contact: Carrie Hawes
Proposed Vendor Address: 5600 W. 83 rd St	
City, State and Zip Code: Bloomington, MN 55437	
Vendor Phone: 612-545-5662	Vendor Fax:

Procurement method requested:

- Sole Source
 Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: \$26,000 \$86,225.40 <i>NEW CONTRACT AMOUNT</i>	One time purchase: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Org #: 70502210 / Object #: 524120 /	Federal Money: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Description of the product or service requested: Analytics tool for website	

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Requestor Cecelia Romero Division Public Affairs Date 12/20/2022

DEPARTMENT DIRECTOR APPROVAL:

Brent Stoddard - 12/20/22
Director Brent Stoddard Division Public Affairs Date 12/20/2022

MATERIALS MANAGER APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Levi D. Gibson, CPA, M.Acc.
Materials Manager *Levi D. Gibson* Date *12/28/22*

Procurement requires reevaluation and resubmission of a Sole Source Request for this procurement:

- Single Use Only: Annually:
End of first term of Contract: End of Contract, including any extensions:



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

Check the reason(s) below to identify why you have determined the purchase is a **Sole Source or Special Procurement** and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input checked="" type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input checked="" type="checkbox"/> Does not qualify as a sole source or emergency <input type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input checked="" type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement: We've been utilizing SiteImprove and need to amend the agreement to accommodate more extensive use of the tool.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: We've looked at Google Analytics, however; due to our internal site, the complexity of the login state of our website would need a more extensive analytical tool like Siteimprove to provide the necessary insights.

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Fleet Director or the IT Director will be required.

ADDITIONAL APPROVAL:		
IT Director	Fleet Director	Date

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.

AMENDMENT NO. 1
Software-as-a-Service Subscription Agreement
(City of Glendale, Contract No. C20-1013)

This Amendment No. 1 (“Amendment”) to the Software-as-a-Service Subscription Agreement (“Agreement”) is made this _____ day of _____, 20____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Siteimprove, Inc., a California corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Siteimprove, Inc. (“Contractor”) previously entered into Software-as-a-Service Subscription Agreement, Contract No. C20-10103, dated November 17, 2020 (“Agreement”); and
- B. The Agreement had an initial two-year term beginning November 1, 2020 through November 1, 2022, with automatic renewal for 12 months until terminated.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from November 1, 2022 through November 1, 2023, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work is unchanged.
- 4. **Compensation.** The compensation is amended to increase the price of items, and to increase the overall not to exceed compensation from \$40,000 to \$86,225.40.
- 5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as

stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
7. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Siteimprove, Inc.
a California corporation

By: _____
Its: _____