


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 2/25/2019**

<b>AGENDA ITEM:</b>	
Authorizing the Mayor to sign Superior quote number: Q-00004736 and Q-00006724 for data conversion and upgrade services for TRAKiT	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Dave Koenig and Worth Norton	
<b>DEPARTMENT:</b>	
Community Development and Finance/IS	
<b>ATTACHMENTS:</b>	
Superior Quote Number: Q-00004736 Superior Quote Number: Q-00006724 Sole Source Justification	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00102020 541000 A0704	\$ 101,900.00
<b>SUMMARY:</b>	

Superior, a CentralSquare Company, is the company that owns and sells TRAKiT land management software which tracks land parcels through zoning, planning, permitting, inspection and code enforcement processes. The Community Development department purchased TRAKiT in 2011 through an RFP process.

Quote number: Q-00004736 is for data conversion services. This is for converting and importing the City's prior permit software, Permits Plus, data into the City current system. Permits Plus is currently on a server that loses support in January of 2020 and must be either exported or lost.

Quote number: Q-00006724 is to upgrade to the most current version of TRAKiT. This upgrade is required for multiple reasons. One is to maintain a current version of TRAKiT for compatibility and future proofing. The new version is also required for integration into the City's new enterprise content management system.

<p><b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorize the Mayor to sign the attached quotes; Q-00004736 and Q-00006724.</p>
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Superior, a CentralSquare Company

## Add-On Quote

**Quote Prepared For:**

Sandra Gyurkovics, Community Svcs.  
 City of Marysville  
 80 Columbia Avenue  
 Marysville, WA, 98270  
 (360) 363-8030

Date: 01/25/19

**Quote Number:** Q-00004736

**Valid Until:**  
 02/15/19

**Quote Prepared By:**

Tracy Bierman, Account Executive - Install  
 Superior  
 1000 Business Center Drive  
 Lake Mary, FL 32746  
 Phone: (407) 304-4510 Fax:  
[tracy.bierman@centralsquare.com](mailto:tracy.bierman@centralsquare.com)

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Tracy Bierman with any questions.

### Professional Services Development & Conversion

Product Name	Amount
TRAKiT Community Development -Development	36,000.00
<b>Total</b>	<b>36,000.00</b>

### Project Management

Product Name	Amount
TRAKiT Community Development Project Management	1,440.00
<b>Total</b>	<b>1,440.00</b>

**Total Professional Services** **37,440.00**

### Summary

Product/Service	Amount
Professional Services	37,440.00
<b>Subtotal</b>	<b>37,440.00</b> USD

Total

37,440.00 USD

See Product notes in the Additional Information Section

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by CentralSquare in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

CentralSquare Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which CentralSquare is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time CentralSquare receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by CentralSquare will renew automatically at then-prevailing rates until such time CentralSquare receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the existing Agreement by and between CentralSquare, as successors to CRW Systems, Inc., and Customer, consenting to such assignment. Except as otherwise provided herein, all terms and conditions of the existing Agreement shall remain in full force and effect.





CentralSquare is the sole owner of the Source Code, design specifications and associated documentation herein which relate to CentralSquare's licensed programs and which constitute the proprietary information and trade secrets of CentralSquare and are protected under the terms of the Agreement. If applicable, any code created hereunder will be licensed to Customer under the terms of the Agreement. There is no testing and acceptance period or warranty for any product or service provided herein.

The date of delivery is the date on which CentralSquare delivers, F.O.B. CentralSquare's place of shipment, the Software licensed programs to Customer.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses shall be governed by the CentralSquare Travel and Expense Guidelines.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). CentralSquare makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes.

Preprinted conditions and all other terms not included in this Quote or in the Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement and any amendments thereto shall control unless expressly accepted in writing by CentralSquare to Customer.

Annual maintenance is not included in any Custom Modification fee above and is not being provided. Customer is responsible for the cost for CentralSquare to retrofit the Modification into new releases.

CentralSquare's liability for damages to Customer for any cause whatsoever under this Quote, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Quote. In no event will CentralSquare be liable for any consequential damages.

CentralSquare will be covered at all times during the Term of the Agreement by such insurance as it deems adequate in its reasonable judgment, which shall in any event consist of not less than the following types and minimum amounts of coverage with a reputable insurance company(ies): (a) commercial general liability insurance covering claims for personal injury and property damage, with limits of not less than US \$1,000,000 per occurrence; (b) commercial crime coverage/fidelity bond insurance, with limits of not less than US \$1,000,000 per occurrence; (c) workers compensation coverage as required by the statutes of the jurisdiction in which the services are being performed covering all personnel employed by CentralSquare in the performance of their duties who are required to be covered by the statutes of the applicable jurisdiction; and (d) errors and omissions insurance with a reputable insurance company, with limits of not less than US \$5,000,000 per occurrence and aggregate. Upon the reasonable request of Customer, CentralSquare shall furnish Customer with a certificate of insurance as specified in this Agreement. Maintenance of insurance as specified in this Agreement shall in no way be interpreted as relieving or increasing CentralSquare's responsibilities or liabilities under this Agreement; and CentralSquare may carry, at its own expense, such additional insurance as it deems necessary, including self-insurance.

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.



Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

**Comments:**

The City is interested in PermitPlus data conversion for Permits, Projects, Code Enforcement and AEC. This quote has been prepared in response to the City's request.

The data conversion will be provided with the TRAKit Upgrade. All work will be provided remotely.

Sandra Gyurkovics, Community Svcs.  
City of Marysville

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Additional Information Section**

**Product Notes:**

Superion, a CentralSquare Company

## Add-On Quote

**Quote Prepared For:**

Sandra Gyurkovics, Community Svcs.  
 City of Marysville  
 80 Columbia Avenue  
 Marysville, WA, 98270  
 (360) 363-8030

Date: 01/24/19

**Quote Number: Q-00006724**

**Valid Until:  
 02/15/19**

**Quote Prepared By:**

Tracy Bierman, Account Executive - Install  
 Superion  
 1000 Business Center Drive  
 Lake Mary, FL 32746  
 Phone: (407) 304-4510 Fax:  
[tracy.bierman@centralsquare.com](mailto:tracy.bierman@centralsquare.com)

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Tracy Bierman with any questions.

### Professional Services Installation & Configuration

Product Name	Amount
TRAKiT Community Development Installation	2,100.00
<b>Total</b>	<b>2,100.00</b>

### Development & Conversion

Product Name	Amount
T DB 2X, GTUR, SSRS	32,600.00
<b>Total</b>	<b>32,600.00</b>

### Consulting

Product Name	Amount
Bus Pro Opt & Tst Rvw, Go Live Sup	9,920.00
<b>Total</b>	<b>9,920.00</b>

### Training

Product Name	Amount
Power & End User	7,680.00

TRAKi9 Administrator/Report Writing Training 3,840.00

**Total** 11,520.00

**Project Management**

<b>Product Name</b>	<b>Amount</b>
TRAKi Community Development Project Management	8,320.00

**Total** 8,320.00

**Total Professional Services** 64,460.00

**Summary**

<b>Product/Service</b>	<b>Amount</b>
Professional Services	64,460.00
<b>Subtotal</b>	<u><u>64,460.00</u></u> USD
<b>Total</b>	<u><u>64,460.00</u></u> USD

See Product notes in the Additional Information Section

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The date of delivery is the date on which CentralSquare delivers, F.O.B. CentralSquare's place of shipment, the Software licensed programs to Customer.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses shall be governed by the CentralSquare Travel and Expense Guidelines.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). CentralSquare makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes.

Preprinted conditions and all other terms not included in this Quote or in the Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement and any amendments thereto shall control unless expressly accepted in writing by CentralSquare to Customer.





Annual maintenance is not included in any Custom Modification fee above and is not being provided. Customer is responsible for the cost for CentralSquare to retrofit the Modification into new releases.

CentralSquare's liability for damages to Customer for any cause whatsoever under this Quote, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Quote. In no event will CentralSquare be liable for any consequential damages.

CentralSquare will be covered at all times during the Term of the Agreement by such insurance as it deems adequate in its reasonable judgment, which shall in any event consist of not less than the following types and minimum amounts of coverage with a reputable insurance company(ies): (a) commercial general liability insurance covering claims for personal injury and property damage, with limits of not less than US \$1,000,000 per occurrence; (b) commercial crime coverage/fidelity bond insurance, with limits of not less than US \$1,000,000 per occurrence; (c) workers compensation coverage as required by the statutes of the jurisdiction in which the services are being performed covering all personnel employed by CentralSquare in the performance of their duties who are required to be covered by the statutes of the applicable jurisdiction; and (d) errors and omissions insurance with a reputable insurance company, with limits of not less than US \$5,000,000 per occurrence and aggregate. Upon the reasonable request of Customer, CentralSquare shall furnish Customer with a certificate of insurance as specified in this Agreement. Maintenance of insurance as specified in this Agreement shall in no way be interpreted as relieving or increasing CentralSquare's responsibilities or liabilities under this Agreement; and CentralSquare may carry, at its own expense, such additional insurance as it deems necessary, including self-insurance.

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

**Comments:**

The City is interested in upgrading to TRAKiT, 100% web based platform. This quote has been prepared in response to the City's request.

Please refer to Exhibit 1 for scope of work. TRAKiT Technical Specifications have also been provided.

Sandra Gyurkovics, Community Svcs.  
City of Marysville

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Additional Information Section**

**Product Notes:**





SOLE SOURCE JUSTIFICATION

Department Head: Dave Koenig & Worth Norton Department: Community Development & Finance/IS

Sole Source for the Purchase of: Permit Software Upgrade and Data Conversion

Supplier: Superion a CentralSquare Company Cost Estimate: \$ 101,900.00 + future maintenance

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department’s recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

Superion, a CentralSquare Company, is the company that owns and sells TRAKiT land management software which tracks land parcels through zoning, planning, permitting, inspection and code enforcement processes. The Community Development department purchased TRAKiT in 2011 through an RFP process. Ongoing expenses to maintain the software package will include upgrades, data services, and yearly maintenance. Superion and CentralSquare is the only option to purchase these services from.

2. This is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, “opened box,” or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

Superior and CentralSquare is the only vendor that sells these services required to maintain a previously purchased product.

4. What steps were taken to verify that these features are not available elsewhere?

Other brands/manufacturers that were examined (please list phone numbers and names, and explain why these were not suitable).

Does not apply

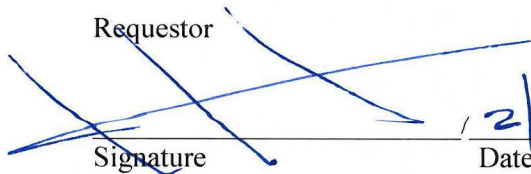
Other vendors that were contacted (please list phone numbers and names, and explain why these were not suitable).

Only during the original RFP process in 2011.


\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

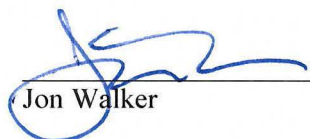
Requestor

  
Signature \_\_\_\_\_ Date 2/6/2019

Department Head

  
Signature \_\_\_\_\_ Date 2/7/2019

City Attorney

  
Jon Walker \_\_\_\_\_ Date 2-7-19

**Routing Instructions:**

1. Route completed form and any supporting documents to City Attorney for review.
2. If service/product exceeds \$75,000 the executed form must be included in packet for Council.
3. Include the following sentence in the "recommended action" section on the agenda bill:

*"I move to approve the contract for [insert description] in the amount of [insert dollar amount] as a legitimate sole source of supply for this service/product."*