

RESOLUTION 2015-08

A RESOLUTION OF THE GARIBALDI CITY COUNCIL ACTING AS THE GARIBALDI CONTRACT REVIEW BOARD MAKING A SPECIFIC EXEMPTION TO THE COMPETITIVE BID REQUIREMENTS OF GARIBALDI MUNICIPAL CODE SECTION 3.10., PUBLIC CONTRACTS, AND AUTHORIZING STAFF TO PURCHASE DATA PROCESSING SOFTWARE FOR FINANCIAL AND UTILITY BILLING RECORD KEEPING

WHEREAS, Garibaldi Municipal Code (GMC) § 3.10.010, Public Contracts – Purpose, states that the public contracting rules of the City of Garibaldi are intended to foster competition to obtain the best possible product for the best price with the understanding that there are a number of different procedures to obtain these results; and,

WHEREAS, GMC § 3.10.020, Public Contracts – Contract Review Board, designates the City Council of Garibaldi as the City of Garibaldi's local contract review board, hereto referred to as the Garibaldi Contract Review Board, as prescribed by Oregon Revised Statute 279A.060; and,

WHEREAS, GMC § 3.10.110(B)(4), Public Contracts – Brand Name Specifications in Contracts, allows for an exemption to the competitive bidding requirements of the City's public contracting rules pertaining to the purchase of specific brand name or make products or services when the efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment and supplies; and,

WHEREAS, GMC § 3.10.110(C)(3) Public Contracts – Brand Name Specifications in Contracts; identifies data processing hardware and software as an item that may be purchased – under the conditions of GMC § 3.10.110(B)(4); and,

WHEREAS, the City has chosen to utilize utility billing and accounting software that supports a limited number of proprietary devices and subordinate software for the purpose of water meter data collection and processing; and,

WHEREAS, the Garibaldi Contract Review Board has reviewed a report from the Public Works Director that offers an analysis of hardware and software options available to the City for use with the current billing and accounting software; and,

WHEREAS, the aforementioned report recommends the purchase of necessary equipment and software from one vendor that provides the best combination of a competitive pricing and service.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:

Section 1. The recitals of this resolution are incorporated herein by reference and adopted as findings in support of this approval of a Specific Exemption to the City's Public Contracting Rules.

Section 2. Quotes for CenterPoint Fund Accounting Software and RVS Mosaics Utility Billing Software provided by CSA Software Solutions, Little Rock, Arkansas, are hereby incorporated into this resolution as *Exhibit A*.

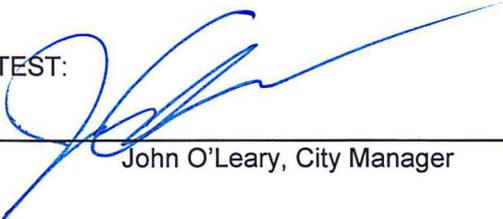
Section 3. The Garibaldi Contract Review Board hereby approves the use of a special exemption to City's public contracting competitive bid requirements as described in GMC § 3.10.110(C)(3) and (B)(4) for the purpose of purchased financial and utility billing data processing software that is compatible with the City's water system billing program as described in *Exhibit A*.

Section 4. The Garibaldi Contract Review Board hereby authorizes the City Manager to expend funds up to \$15,000 to purchase software as described in **Exhibit A**.

PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR, this 18th Day of May, 2015.


Hon. Suzanne McCarthy, Mayor

ATTEST:



John O'Leary, City Manager

May 7, 2015

City of Garibaldi
Attn: Mary Deloria
PO Box 708
Garibaldi OR 97118

Sales Contract

Multi-User (4) CenterPoint Fund Accounting

Software:

1. CenterPoint Fund Accounting Single-User Software
2. Three (3) Additional Network Seat

Database Setup:

Database setup includes setting up your present funds, chart of accounts, fund balances, year-to-date balances and all other database setup necessary to begin processing current business on the day of installation.

Installation & Training:

The installation consists of downloading and installing the software and database on your PC through our remote support interface using a high speed internet connection (required).

The Training consists of teaching you to use the accounting system, including check entry, receipt entry, bank reconciliations, reports, budgets, and correcting entries. After your training, we are available for further questions or help through our toll free telephone support line and remote internet support connection.

This contract includes one day of remote installation and training as described above, followed by additional training, as needed, through remote internet support.

CSA Software Solutions Support:

Support is for a period of **twelve (12) months** beginning on the date of installation. This support is unlimited time on our toll-free telephone number listed above as well as remote internet support through high speed internet connection where available.

There are no required annual support fees charged by CSA Software Solutions or Red Wing Software. All annual support fees (if any) are optional to the purchaser.

Red Wing (CenterPoint) Software Support:

The **Red Wing (CenterPoint) Software** support includes **Unlimited Toll-Free Support** for twelve (12) months. You have **Priority Support**, with one (1) hour or less response time. E-mail and fax questions are also included.

Updates: Any first year updates on Accounting & Payroll are included and will be posted on Red Wing's web-site, plus the first year Payroll Tax Tables update. *(You may purchase additional Annual Support & Updates from Red Wing, annually at your option)*

Purchase Terms:

Cash: \$ 2,111.00 Down payment with this signed contract, the balance due upon setup and delivery. Down payment is non-refundable after the items on this contract are ordered. Prices may vary after 30 days from date of this contract

Price For Complete Software System, Installation, Training, and Support:

\$ 6,334.00 Total – not including sales tax

Installation Schedule:

Installation will be scheduled on a mutually agreeable date after receipt of the following:

1. Receipt of signed contract plus the down payment check.
2. Receipt and set-up of customer's chart of accounts, balances and payroll information.
(Instructions will be faxed to customer specifying what information is needed)

Additional On-Site time by CSA Software Solutions

Subsequent to installation date, on-site charges will include travel time and on-site time based on our current rate schedule, plus travel expenses.

Additional Telephone Support From CSA Software Solutions

Unlimited, toll-free telephone support is included for one year from date of installation. After one year, annual support may be purchased.

***Single-User:**

This contract includes a one-user license for installation on a single PC. CenterPoint Software is available in a multi-user or network version. Additional seat licenses allow for installation on additional computers, but do not allow concurrent access to the same database over a network.

System Requirements:

- Processor type: Pentium or AMD compatible processor
- Processor speed: 2.5 GHz or higher
- Memory (RAM): 1 GB with Windows XP, 2GB with Windows Vista or Windows 7
- Hard Drive space: 1+ GB free
- Operating System: Windows Vista Business, Windows 7 Professional or Windows 8 Professional

Limited Warranty of CSA Software Solutions (CSA)

Hardware:

The hardware provided is warranted by the various manufacturers and the warranty information is provided when the hardware is delivered. CSA will, if asked, act as agent for the purchaser to assist in any warranty the purchaser may need. The hardware is without warranty, of any kind, from CSA either expressed or implied, including but not limited to, the implied warranties or merchantability and fitness for a particular purpose. CSA does not warrant the hardware will meet your requirements or that the operation of the hardware will be uninterrupted and error free. CSA shall not be liable, in any event, for consequential or incidental damage arising out of or in connection with the use or performance of the hardware.

Software:

The software program(s) that are provided, if warranted, are warranted by the various software companies and this warranty information, if any, is provided when the software is delivered. The software program(s) are without warranty, of any kind, from CSA either expressed or implied, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. CSA does not warrant that the program will meet your requirements or that the operation of the program will be uninterrupted and error free. The purchaser is solely responsible for the selection of the program to achieve their intended results and for the results actually obtained. CSA shall not be liable, in any event, for consequential damage arising out of or in connection with the use or performance of the program(s). CSA does, however, warrant the media on which the software program(s) is furnished shall be free of defects in materials and workmanship under normal use.

CITY NAME _____ Date _____

Signature _____ Title _____

Please Return All Pages Of This Contract With Your Down Payment.

CSA Software Solutions

_____ Date _____

May 7, 2015

City of Garibaldi
Attn: Mary Deloria
PO Box 708
Garibaldi, OR 97118

Sales Contract RVS Mosaics Multi-User Software

Software:

1. RVS Mosaics Utility Billing Software: (up to 1,000 total accounts)
2. Multi-User Module
3. Badger AMR Interface
4. ACH (Bank Draft) Module
5. Workorder Module

Options:

Initial below

_____ Increase Account Limitation	Add \$800 per 1000 accounts
_____ CenterPoint Accounting Interface	Add \$750

Installation & Training:

The installation consists of mailing the software to your office and loading the software on your PC. **This does not include any installation of hardware or networking software to link any computers together. It is the responsibility of the purchaser or their hardware technician to make sure the network is functioning properly.**

The training consists of teaching you the basic operations of the RVS Mosaics Utility Billing Software via the internet (high speed internet connection required). This includes assisting you in setting up your customer information and rate codes; and showing you how to navigate throughout the system, add new customers, enter meter readings, print bills and reports, and enter daily receipts. This contract includes one day of remote installation and training (high speed internet connection required).

Support:

CSA Software Solutions: Support is for a period of twelve (12) months beginning on the date of installation. This support is unlimited time on our toll free telephone number listed above.

RVS Software provides one year of toll-free telephone support from their office as well as one year of software updates when you purchase the Mosaics software. After one year, you may continue to receive support and updates from RVS through their software maintenance program.

There are no required annual support fees charged by CSA Software Solutions or RVS Software. All annual support fees (if any) are optional to the purchaser.

Purchase Terms:

Cash: \$1,600 down payment with this signed contract, the balance due upon setup and delivery. Down payment is non-refundable after the items on this contract are ordered. Prices may vary after 30 days from date of this contract.

Price For Complete Software System, Installation, Training, and Support:

\$ 7,894.00 Total

Option: + _____ add if Increase Account Limitation option chosen (\$800 per 1000 accounts)

+ _____ add if CenterPoint Accounting Interface option chosen (\$750)

\$ _____ Grand Total with options included

On-Site time By CSA Software Solutions

Subsequent to installation date, on-site charges will include travel time and on-site time based on our current rate schedule, plus travel expenses.

Account Limit:

The account limitation in RVS Mosaics includes all accounts in the database. This includes any inactive, turned off, bad debt or other old accounts in the database.

Transfer of Data:

If your customer data on your present utility billing software is being transferred to the RVS Utility Billing Software by the RVS programmers, the above prices do not include any charges that may be charged by RVS Software to make the data transfer. You will be billed by CSA for those charges later. Standard data transfer charges are approximately 20 cents per account with a minimum of \$125 per database. If the number of accounts to transfer exceeds your account limitation, you may be required to increase your account limitation to allow for all accounts to be transferred. This may result in an additional charge to increase your account limitation.

Limited Warranty of CSA Software Solutions (CSA)

Hardware:

The hardware provided is warranted by the various manufacturers and the warranty information is provided when the hardware is delivered. CSA will, if asked, act as agent for the purchaser to assist in any warranty the purchaser may need. The hardware is without warranty, of any kind, from CSA either expressed or implied, including but not limited to, the implied warranties or merchantability and fitness for a particular purpose. CSA does not warrant the hardware will meet your requirements or that the operation of the hardware will be uninterrupted and error free. CSA shall not be liable, in any event, for consequential or incidental damage arising out of or in connection with the use or performance of the hardware.

Software:

The software program(s) that are provided, if warranted, are warranted by the various software companies and this warranty information, if any, is provided when the software is delivered. The software program(s) are without warranty, of any kind, from CSA either expressed or implied, but not limited to, the implied warranties or merchantability and fitness for a particular purpose. CSA does not warrant that the program will meet your requirements or that the operation of the program will be uninterrupted and error free. The purchaser is solely responsible for the selection of the program to achieve their intended results and for the results actually obtained. CSA shall not be liable, in any event, for consequential damage arising out of or in connection with the use or performance of the program(s). CSA does, however, warrant the media on which the software program(s) is furnished shall be free of defects in materials and workmanship under normal use.

BUSINESS NAME _____

SIGNATURE _____

Title _____ *Date* _____

Please Return All Pages Of This Contract With Your Down Payment.

CSA Software Solutions

By _____

Date _____