City of Fayetteville Staff Review Form

2015-0080

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Brad Fulmer	2/11/2015	Information Technology / Finance & Internal Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

To waive competitive bidding and approve a 2-year Software Maintenance Contract with New World Systems, Inc. to be paid annually as follows: 2015 - $106,690 and 2016 - $106,690.

Budget Impact:

1010.1710.5416.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	365,583.00
		Funds Obligated	$	70,193.00
		Current Balance	$	295,390.00
Does item have a cost?	Yes	Item Cost	$	106,690.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	$	188,700.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Brad Fulmer, Systems Administrator

DATE: February 11, 2015

SUBJECT: **New World Systems Maintenance Contract Renewal**

RECOMMENDATION:
Staff recommends to waive competitive bidding and approve a 2-year Software Maintenance Contract with New World Systems, Inc. to be paid annually as follows: 2015 - $106,690 and 2016 - $106,690.

BACKGROUND:
The City purchased and implemented New World Systems, Inc. software in 1992. The City currently maintains and utilizes New World applications with unlimited user counts that include modules in Financial Management, Human Resources, Utility Billing, Licensing, and NettoGov interfacing software.

DISCUSSION:
Service and Maintenance fees are necessary to keep software current. These fees allow the City to receive updates and enhancements to the software as they become available. In addition, Service and Maintenance fees provide technical phone support and problem troubleshooting and resolution. The software products purchased from New World are essential to the City's day to day operations and thus important to keep these assets current.

BUDGET/STAFF IMPACT:
2015 Budgeted expense

Attachments:
Staff Review Form
Staff Memo
New World Contract
2015 New World Invoice

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (**New World**) and **Fayetteville, AR** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of two (2) years from (start date) 1/1/15 to (end date) 12/31/16.

2. Services Include

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. **Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. **Maintenance Costs for Licensed Standard Software Packages Covered for 400 Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. ***Logos®***	Financial Management Software	15
2. ***Logos®***	Human Resources Software	4
3. ***Logos®***	Utility Information Software	3
4. ***Logos®***	Logos Net.toGov	2
5. ***Logos®***	Licensing Software	1
6. ***Logos®***	Other Software	1
7. ***Logos®***	Data Management and Retrieval Tools	1

ANNUAL
MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
1/1/2015 to 12/31/2015	$106,690	12/15/2014
1/1/2016 to 12/31/2016	$106,690	12/15/2015

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: Fayetteville, AR	**New World Systems Corporation**
Name: _____	Name: _____
Title: _____	Title: CFO
Date: _____	Date: 2-04-15

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Fayetteville, AR

Licensed Application Software
At January, 2015

1. **Logos® Financial Management Base Package**
   - Financial Management Base Package
     - Base
     - General Ledger Module
     - Budgetary Reporting Module
     - Annual Budget Processing Module
     - Requisition Processing Module
     - Purchasing Module
     - Accounts Payable Module
     - Revenue Accounting Module
   - Financial Cash Register Interface
   - Integrated Inventory
   - Project/Grant Accounting
   - Accounts Receivable
   - Fixed Assets
   - Management Reporting
   - Financial Management Report Writer
2. **Logos® Payroll with Base Personnel**
   - Payroll with Base Personnel
   - Advanced Personnel
   - Position Control and Budgeting
   - HR/Payroll Report Writer
3. **Logos® Water / Sewer Base**
   - Water / Sewer Base
   - Auto PC Meter Read
   - Utility Mgt. Report Writer
4. **Logos® Net.toGov Utility Information**
   - Net.toGov Utility Information
   - Net.toGov iSeries Module
5. **Logos® Animal Licensing**
   - Animal Licensing
6. **Logos® Parking Tickets**
   - Parking Tickets
7. **Logos® Microsoft Word Interface**
   - Microsoft Word Interface

New World Systems®
The Public Sector Software Company

RECEIVED
JAN 12 2015
ACCOUNTING

STATEMENT

Date
January 07, 2015

Account Number
FAY0446

Ms. Marsha Farthing
Fayetteville, AR
113 West Mountain
Fayetteville, AR 72701
United States

Questions? Please contact Dennis Kleinedler. 248-269-1000 ext. 1372 or email Dennis.Kleinedler@NewWorldSystems.com

Reference	Date	Type	Description	Amount	Balance
039200	12/15/2014	Invoice	SW Main(SSMA): 1/1/15-12/31/15	106,690.00	106,690.00
				AMOUNT DUE >	106.690.00

Current	1 to 30	31 to 60	61 to 90	Over 90
106,690.00	0.00	0.00	0.00	0.00