INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

10/29/18 11:59:44
Procurement Division

October 29, 2018

TO: Greg Pease, Chief of Procurement Division

VIA: Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

JZ 10/29/18

FROM: Thomas Ossi, Technology Contract and Records Manager, ITD Thomas Ossi

SUBJECT: **P-05-19 SS#1 Tax Collector, Tax Manager Distribution System Technical Software and Maintenance for Office of Tax Collector**

The City awarded P-50-04 on November 15, 2004. COJ entered into city contract No. 8794 on February 1, 2005 for the purchase of software and support services for the Manatron Tax Manager System in accordance with the master agreement for licensed software, hardware and services between Manatron, Inc. and City of Jacksonville. The first addendum to the master agreement was for a five year term effective October 1, 2010 through September 30, 2015.

The second addendum to the master agreement was for three (3) fiscal years, commencing on October 1, 2015 and expiring on September 30, 2018. On September 28, 2018 PSEC approved to extend the current agreement for a thirty (30) day period for continuation of vendor technical support services while we complete the third addendum to be retroactive effective October 1, 2018.

The third addendum to the master agreement will extend the term an additional three (3) years to be effective October 1, 2018 and expiring September 30, 2021. After the second year ending September 30, 2020 the agreement may be terminated by providing a 60 day advanced written notification of termination.

The amount of this award is $963,042.00 for three fiscal years.
FY19 - $312,595.00
FY20 - $318,847.00
FY21 - $331,600.00

The approved funding source is AFIT531CSCS - 04662.

Your favorable consideration of this request is appreciated.

Attachment: Vendor Contract # 2004.005.01
Second Amendment to Master Agreement
Third Amendment to Master Agreement

CC: Kevin Rock, Director of Administrative Services, Tax Collector's Office

P-05-19
SS#1

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Information Technologies Division

FUNDING SOURCE: AFIT531CSCS - 04662

BRIEF DESCRIPTION OF GOODS/SERVICES:

Tax Collector Tax Manager System technical support and software maintenance. The property tax software system maintains tax bills, collects, distributes, and tracks real and personal properties and their associated taxes and other revenue sources.

YR 1 $312,595.00 YR 2 $318,847.00 YR 3 $331,600.00

AMOUNT OF PROJECT (attach quote): $963,042.00 total fees for 3 fiscal years

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Technical support and annual software maintenance period of coverage October 1, 2018 through September 30, 2021. Software support for MVP Tax Manager, Special Assessments, Receipt Tax, Tourist Development support, also Data Admin Services, Quick Clear Support, Web hosting Collection and TaxeGov support and hosting.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

MVP Tax Manager software and source code is owned by Manatron, Inc. and therefore proprietary. Manatron, Inc is the sole provider of programming and support for the proprietary tax software solution.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

The tax collection system was competitively bid in 2004. The contract was awarded to Manatron, Inc. The software code is owned by Manatron, Inc and therefore can only be changed and updated by them.

J. Orsi 10/8/18

Submitted by: Paul Freeman (Name) Enterprise Applications Mgr (Title)

Date: 10/10/18

JR 10/8/18

LEZ 10-9-2018

Requesting Agency's Director's Signature: [signature]

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0016247
8/15/2018
MAN08ANN-Y

Maintenance and Support Schedule and/or Note Schedule

ACCT# 901510

JACKSONVILLE CITY TAX COLLECTOR
231 EAST FORSYTH STREET

ATTN: DEB DORAN
JACKSONVILLE FL 32202

THIS IS NOT AN INVOICE!

OCT-SEPT

1.00 SY	ANNUAL MAINTENANCE & SUPPORT	$0.00	$0.00
1.00 PER	THE PERIOD 10/1/18-9/30/19 FOR	$0.00	$0.00
1.00 CON	Contract #FL2004.005.01-Addendum 3 for	$0.00	$0.00
1.00 MVPTAXMGR-S	MVP Tax Manager Support	$259,927.04	$259,927.04
1.00 MVPSPEC-S	MVP Special Assessments Support *Included*	$0.00	$0.00
1.00 MVPOCP-S	BUSINESS RECEIPT TAX SUPPORT *INCLUDED*	$0.00	$0.00
1.00 MVPTD-S	MVP TOURIST DEVELOPMENT SPT *INCLUDED*	$0.00	$0.00
1.00 DATA ADMIN311-S	DATA ADMIN SVCS FOR TAX MGR	$26,768.54	$26,768.54
1.00 COLLECTMAX-S	TAX EGOV System Spt	$3,650.24	$3,650.24
1.00 WEBHOSTCOLLECT-S	TAX EGOV HOSTING SPT	$7,908.89	$7,908.89
1.00 CON	CONTRACT #2004.005.02 FOR	$0.00	$0.00
1.00 DATA ADMIN311-S	QUICK CLEAR SUPPORT	$14,340.29	$14,340.29

$312,585.00 10/1/18-19 $318,847.00 10/1/19-1-20,
$331,600.00 10/1/20-21

Subtotal	$312,595.00
Tax	$0.00
Total	$312,595.00

THOMSON REUTERS™

September 27, 2018

To Whom It May Concern:

Manatron, Inc. – a Thomson Reuters Business (hereinafter "Thomson Reuters") is the sole owner and vendor for the TRTA Gov MVP Tax Manager Software and related modules in use by the City of Jacksonville & Duval County Tax Collector's Office.

MVP is a proprietary solution, with ownership resting with Thomson Reuters. While Thomson Reuters software licensing strategy is intended to enable the County to have access to vast system features and detailed tax data, Thomson Reuters must have some limits on executable code due to maintenance and supportability for the long term.

Thomson Reuters does not have any agreements with other vendors that would permit them to be a distributor, authorized dealer, supplier, or provider of Maintenance and Support for this software. As such, Thomson Reuters is the sole provider of the software, programming, and maintenance & support for MVP Tax Manager and related software.

We thank you for your support and are glad that our products and services are of use to you. If you need any further information or have any questions, please do not hesitate to contact me.

Sincerely,

Matthew Henry

Matthew Henry
Lead Contract Administrator
Thomson Reuters
Office 269-388-2633
Mobile 269.845.8173
Matt.Henry@ThomsonReuters.com

Third Addendum # FL2004.005.01-Add3 to
Master Agreement for Licensed Software, Hardware and Services Between
Manatron, Inc. and
City of Jacksonville, FL

This Third Addendum ("Third Addendum") is entered into by and between Manatron, Inc. – A Thomson Reuters Business with its principal place of business at 510 E. Milham Ave. Portage, MI 49002, hereinafter referred to as "Thomson Reuters Tax & Accounting, Government" or "TRTA Gov" and the City of Jacksonville, FL hereinafter referred to as "Client" is hereby entered into effective as of October 1, 2018.

Recitals
WHEREAS, TRTA Gov and Client entered into that certain Master Agreement for Licensed Software, Hardware and Services effective as of February 1, 2005, as amended by that certain First Addendum effective as of October 1, 2010 (the "Master Agreement"); and

WHEREAS, Client is a governmental body that provides funding for software from TRTA Gov which allows the Duval County Tax Collector to bill and collect ad valorem taxation in accordance with the laws of Florida; and

WHEREAS, TRTA Gov is a computer software developer and hardware reseller experienced in the installation and implementation of taxation billing and collection systems, consisting of both hardware and software, for automating the functions of county tax collector offices within the State of Florida; and

WHEREAS, previously TRTA Gov has designed and installed a tax billing and collection system for use by Client in Duval County, Florida under the terms of the Master Agreement; and

WHEREAS, pursuant to that the Master Agreement, TRTA Gov has continued to provide Client with maintenance and support services; and

WHEREAS, Client has requested that the term of the Master Agreement be extended so that TRTA Gov will continue to provide Client with maintenance services and TRTA Gov is agreeable to doing so;

WHEREAS, Client's Professional Services Evaluation Committee has approved the award to TRTA Gov of an extension of the period of service under the Master Agreement;

NOW THEREFORE In consideration of these recitals and the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

Terms and Definitions of Master Agreement Adopted
All terms, conditions, requirements, and time periods specified in the Master Agreement are hereby adopted, ratified, and incorporated herein and shall continue to govern the conduct and obligations of the parties, except only to the extent the same may be expressly altered or changed by this Third Addendum. In the event of a conflict between any of the express terms and conditions of this Third Addendum and those contained in the Master Agreement, then this Third Addendum shall control. All defined terms in the Master Agreement shall have their same meanings in this Third Addendum unless expressly provided for to the contrary herein, the changes, additions, and modifications to the Master Agreement made by this Third Addendum shall all become applicable' to the parties as of the effective date First set forth above.

Services to be Provided
TRTA Gov shall provide to Client the software support, training, and ongoing continuous development services necessary to maintain Client's tax billing and collection system, and its components and operational support system ("Maintenance Services"). The specific nature of Maintenance Services shall be governed by the terms of the Master Agreement, as extended pursuant to this Third Addendum.

Term of Performance
The term of the Master Agreement shall be extended for an additional period of three (3) years, commencing on October 1, 2018 and expiring on September 30, 2021, except only as may be earlier terminated in accordance with the terms and conditions of the Master Agreement and as may be terminated after the second year (10.1.2019 – 9.30.2020) by providing a minimum 60-Days advanced written notice of termination prior to the end of the 2nd term.

Allowable Charges
Maximum Indebtedness of Client

The maximum indebtedness of Client for all fees, reimbursable items and other costs during the term of the Master Agreement shall be increased by $963,042.00 to a new maximum total indebtedness of $5,560,866.59; provided, however, that Client's maximum indebtedness for the following fiscal years of the Master Agreement shall be as follows:

October 1, 2018 thru September 30, 2019 - $312,595.00
October 1, 2019 thru September 30, 2020 - $318,847.00
Optional Year #3:
October 1, 2020 thru September 30, 2021 - $331,600.00

Any change in the maximum indebtedness of Client must be in the form of a written amendment executed by the authorized representatives of each of the parties hereto.

Client's obligations under the Master Agreement and this Third Addendum are contingent upon the availability of lawfully appropriated funds.

Invoicing and Payment Terms
The fee for Maintenance Services pursuant to this Third Addendum shall be due and payable in one (1) annual installment.

Miscellaneous
The parties and their respective counsel have freely negotiated this Third Addendum. No presumption should therefore be made concerning which party drafted the Third Addendum. This Third Addendum shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

This Third Addendum may only be altered in writing signed by both parties. This Third Addendum contains the entire understanding of the parties and supersedes all prior negotiations or representations, either written or oral, except for all those provisions of the Master Agreement that have been incorporated herein.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Third Addendum in form sufficient to fully bind them effective as of the date first set forth above.

Manatron, Inc.

By:_____

Printed Name: Brian A. Wilson
Title: Vice President, Finance
Date:

ATTEST:

By_____
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE, a municipal corporation and a political subdivision of the State of Florida

By:_____
Lenny Curry
Mayor

Form Approved:

By:_____
Office of General Counsel