



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
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COMMUNITY DEVELOPMENT

MEMORANDUM

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

To: Mayor and City Council Members
Cc: Gregg Mandsager, City Administrator
From: Dave Gobin, Community Development Director
Date: August 3, 2015

Re: Request to Enter into a Subscription Agreement with GovQA/WebQA

INTRODUCTION: The Community Development (CD) Department of Muscatine has fallen behind the technology curve in collecting electronic data and providing public access to information. Performing the same amount of services or increasing our services while maintaining staffing levels requires an increase in efficiency throughout the CD Department's personnel.

BACKGROUND: Many of our CD services and record keeping is done manually. However, as time goes by, the accumulative records for properties grow and recall of information is tougher to find. Also, to send official notices, record data and have instant access to archived City database's in the field is a significant advantage.

The CD Department has undergone an exhaustive yearlong research of differing electronic digital products and services that match Muscatine's needs now and into the future. We have had as many as 10 demonstrations during that time. Below is a tabulation of bidders we qualified to propose to the City for providing these services:

	Annual Fee	# of users	1X set-up fee
FY 2016 Budget	\$12,000	min. 7	*N/A
GovQA/WebQA	\$9,500	unlimited	\$8,000
Beehive	\$16,845	unlimited	\$25,000
Accela/Springbrook	\$19,104	8	\$30,000
EnerGov	\$22,701	10	\$64,740
Viewpoint	\$37,200	unlimited	\$8,000

*N/A = not anticipated in the budget process

RECOMMENDATION/RATIONALE: Staff recommends entering into negotiations and final agreement with GovQA/WebQA for an annual subscription to Electronic Digital Services. A sample agreement is attached. Also attached are the findings of our IT Department, which supports the CD Department's recommendation. Further, attached is the implantation schedule once we finalize our contract. The CD Department possesses the equipment and has budgeted the necessary wireless connections for our field inspectors.

We budgeted \$12,000 for this service but didn't anticipate the costs for a one-time setup fee (\$8,000). The non-budgeted amount for set-up fees will be made up from savings from the bidding process (\$2,500) and a reduction from personnel changes within the CD Department (\$6,200).

"I remember Muscatine for its sunsets. I have never seen any on either side of the ocean that equaled them" — Mark Twain



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Information Technology

To: David Gobin – Community Development Director

From: John Kreuzenstein – Information Technology Manager

Date: July 17, 2015

RE: Review of Potential Community Development Software Vendors

Over the last several months I have attended numerous meetings, general reviews, demonstrations and other such activities in an attempt to select a qualified software solution. Based on these meetings I believe that that consensus among staff was to select GovQA of Woodridge, IL.

Following this consensus I completed a review of the technical documentation provided by GovQA. I believe that the vendor does provide an adequate system design that is consistent with the city's overall automation strategy and can provide the scope of services decided upon by your department. The vendor's hosted system shall provide sufficient security, performance and redundancy. The mapping tools provided as part of the software will be able to consume MAGIC services for the most accurate and complete data available.

To utilize the software in the field all inspectors are required to have a tablet device with a full time internet connection. This can be provided via iPad Mini's with an active Verizon Wireless subscription. These devices and data connection are provided outside the scope of GovQA's services and will incur additional expense.

This should not be considered a recommendation by the IT staff as to the vendor's scope of services being able to fit the software needs of the Community Development Department. It is up to the individual department to adequately be able to perform a needs analysis and insure the software is able to meet these needs.



WEBQA SERVICE(S) AGREEMENT

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA"), an Illinois corporation with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the city of Muscatine, IA, an Iowa municipal corporation with its principal place of business at 215 Sycamore Street, Muscatine, IA 52761 ("Customer") is made effective as of August 15, 2015 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the WebQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) WebQA is not responsible for content placed into the system; (3) that the system will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. Should Customer terminate for cause, WebQA will refund Customer a prorated fee amount.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$250; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:

Customer agrees to perform all customer activities as stated on Schedule A. Failure to strictly adhere to timeframe for these activities as stated in Schedule A is not a material breach of this Agreement.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

Customer: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

WebQA Inc.

Signature: _____

Print Name: John Dilenschneider

Title: CEO Date: _____



WEBQA SERVICE(S) AGREEMENT

SCHEDULE A

A. Service(s) Descriptions:

The GovQA service(s) provided by WebQA are Community Development applications that assist the Customer in Community Development tasks. The Community Development Applications included here are:

Subscribed Services	
GovQA Code Enforcement Service	Code Enforcement Service platform that captures and provides for processing of all complaints received via letter, website, email, fax, or walk-in.
GovQA Permitting/Inspections Service	Permitting and Inspections Service platform that captures and provides for processing of all permits and required inspections received via letter, website, email, fax, or walk-in.
GovQA Planning Service	Planning and Zoning Service platform that captures and provides for processing of plans, land use and tracking of related processes
GovQA Rental Inspections Service	Rental Inspection Service platform that captures and provides the ability for tracking rental inspections, and rental property owner data
GovQA Licensing Service	Licensing Service Platform that captures and provides the ability for tracking the various licensing processes
GovQA Public Portal	Public Portal Service allows for citizens/contractors to submit code violations, permit applications, submit plans, request inspections and obtain status updates for submissions

B. WebQA Agrees To The Following Implementation Services:

- (a) One-time setup and load of necessary case types with inspections into system for Permitting Service
- (b) One-time setup and load of necessary case types into system for Code Enforcement Service, i.e. Weed & Debris
- (c) One-time setup and load of necessary case types into system for Planning Service
- (d) One-time setup and load of necessary case types into system for Rental Inspections
- (e) One-time setup and load of necessary case types into system for Licensing Service
- (f) One-time setup of contractors as needed to support various services
- (g) One time setup and load of up to 10 document templates into system, per Service
- (h) One time Property Address Import in a flat excel file
- (i) Special Implementation Action (Integrations, etc.): None at this time.

C. Customer Agrees To:

- (a) Hold an implementation kickoff meeting with WebQA within 15 days after contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

D. Training and Ongoing Support:

- (a) One Online Administrator training
- (b) Two Online training session for all users
- (c) Ongoing support through system videos and knowledgebase
- (d) Periodic webinars to train and update customers on new features
- (e) **NOTE:** Customer will log ALL ISSUES into WEBQA SUPPORT PORTAL at www.supportqa.com to receive service.

E. Fees:

Software Subscription Costs		
Software License(s)	Monthly Cost	Annual Cost
GovQA Community Development Services as Described in Section A – Unlimited Users	\$791.67	\$9,500
Total (Includes all Service(s) upgrades)	\$791.67	\$9,500

One Time Implementation Costs	
GovQA Community Development Implementation Services as Described in Section B	\$8,000
Total	\$8,000

Data: Customer data is owned by customer. 50 GB storage free; additional 10GB is \$10/mo

G. Billing: **Billable Term Starting: August 15, 2015 Ending: August 14, 2017.** Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Annual increases within original term will not exceed more than three percent. Renewal terms will not increase by more than five percent.



WEBQA SERVICE(S) AGREEMENT

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts:

Organization Name: _____

Main Contact Name: _____ **Title:** _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Billing Contact Name: _____ **Title:** _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Work Phone: _____ **City:** _____ **State:** ____ **Zip:** _____

Special System Refresh: At the start of the third year of this contract, Customer will be entitled to a Special System Refresh that involves updating workflow rules and knowledgebase settings. This refresh will incorporate all new and available technologies not already implemented for the customer as part of WebQA’s automated updates.

G. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts:

Organization Name: _____

Main Contact Name: _____ **Title:** _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Billing Contact Name: _____ **Title:** _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Purchase Order Number: _____ **Duns Number:** _____

Task Name	Duration	% Complete	Start	Finish	Pred	Resource Names
[-] Muscatine Com Dev Implementation	67.14 days	0%	Mon 08/17/15	Wed 11/18/15		
[-] Phase I - Site Preparation	13 days	0%	Mon 08/17/15	Wed 09/02/15		
Build Production Site	1 day	0%	Mon 08/17/15	Mon 08/17/15		WebQA
Site Branding	1 day	0%	Tue 08/18/15	Tue 08/18/15	3	WebQA
Gather Core Data using Implementation Questionaire	10 days	0%	Wed 08/19/15	Wed 09/02/15	4	Customer
[-] Phase II - Build Initial System	23.5 days	0%	Thu 09/03/15	Tue 10/06/15		
Review/Confirm Components	0.5 days	0%	Thu 09/03/15	Thu 09/03/15	5	WebQA, Customer
Collect Final Components	1 day	0%	Thu 09/03/15	Fri 09/04/15	7	WebQA
Build Initial System	3 days	0%	Fri 09/04/15	Wed 09/09/15	8	WebQA
Case Creation	1 day	0%	Wed 09/09/15	Thu 09/10/15	9	WebQA
Permitting Specific Setup	2 days	0%	Thu 09/10/15	Mon 09/14/15	10	
Code Enforcement Specific Setup	2 days	0%	Mon 09/14/15	Wed 09/16/15	11	
Rental Specific Setup	2 days	0%	Wed 09/16/15	Fri 09/18/15	12	
Licensing Specific Setup	2 days	0%	Fri 09/18/15	Tue 09/22/15	13	
Letters Setup	3 days	0%	Tue 09/22/15	Fri 09/25/15	14	WebQA
Tasks Setup	1 day	0%	Fri 09/25/15	Mon 09/28/15	15	WebQA
Workflow Setup	2 days	0%	Mon 09/28/15	Wed 09/30/15	16	WebQA
Report Creation	2 days	0%	Wed 09/30/15	Fri 10/02/15	17	
Unit Testing by WebQA	2 days	0%	Fri 10/02/15	Tue 10/06/15	18	WebQA
[-] Phase III - Review & Adjust Initial System	15.64 days	0%	Tue 10/06/15	Wed 10/28/15	6	
Review Initial System	1 day	0%	Tue 10/06/15	Thu 10/15/15	19	WebQA
Testing	2 days	0%	Thu 10/15/15	Mon 10/19/15	21	WebQA
Adjust Initial System	1 day	0%	Mon 10/19/15	Tue 10/20/15	22	WebQA
Admin/Dept Head Review	0.25 days	0%	Tue 10/20/15	Tue 10/20/15	23	Customer, WebQA
[-] Phase IV - UAT - User Acceptance Testing	5.5 days	0%	Tue 10/20/15	Wed 10/28/15	24	
[-] Portal Testing	2.5 days	0%	Tue 10/20/15	Fri 10/23/15		Customer
Test Permit Submittals	1 day	0%	Tue 10/20/15	Wed 10/21/15		Customer
Test Public Website	1 day	0%	Wed 10/21/15	Thu 10/22/15	27	Customer
Test Licensing	0.5 days	0%	Thu 10/22/15	Fri 10/23/15	28	Customer
[-] Administration Testing	2.5 days	0%	Fri 10/23/15	Tue 10/27/15	26	Customer
Case Creation	0.5 days	0%	Fri 10/23/15	Fri 10/23/15		Customer
Working Cases	0.5 days	0%	Fri 10/23/15	Mon 10/26/15	31	Customer
Create Tasks	0.5 days	0%	Mon 10/26/15	Mon 10/26/15	32	Customer
Add attachments	0.5 days	0%	Mon 10/26/15	Tue 10/27/15	33	Customer
Test Workflow rules	0.5 days	0%	Tue 10/27/15	Tue 10/27/15	34	Customer
[-] Reports	0.5 days	0%	Tue 10/27/15	Wed 10/28/15	30	Customer
Test Custom Reports	0.5 days	0%	Tue 10/27/15	Wed 10/28/15		Customer
[-] Phase V - Rollout & Adjust	15 days	0%	Wed 10/28/15	Wed 11/18/15		WebQA
Train Administrator	2 days	0%	Wed 10/28/15	Fri 10/30/15	37	
Train Users	1 day	0%	Fri 10/30/15	Mon 11/09/15	39	
Adjust Rollout System	1 day	0%	Mon 11/09/15	Tue 11/10/15	40	WebQA
User Testing Period	5 days	0%	Tue 11/10/15	Tue 11/17/15	41	Customer
Follow-Up with End Users	1 day	0%	Tue 11/17/15	Wed 11/18/15	42	WebQA
Cutover	1 day	0%	Wed 11/18/15	Thu 11/19/15	43	