



Finance Committee Meeting

AGENDA

January 7, 2014

I. **CALL TO ORDER**

II. **MATTERS BEFORE COMMITTEE**

1. [Approval - QS/1 Agreement for Software and Services](#)

III. **ADJOURN**



Finance Committee Meeting

AGENDA

January 7, 2014

Item:

Approval - QS/1 Agreement for Software and Services

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [QS/1 Agreement](#)



QS/1 Data Systems
(864)253-8650
1-800-235-0762
FAX (864) 253-8692

p.o. box 6052
spartanburg, s.c. 29304

City Of Monroe
215 N. Broad St.
Monroe, GA 30655

Agreement to purchase thirty-six (36) months of ASP services for Utility Billing, Internet/IVR Payments, Document Imaging, Handheld/AMR Interface, Pay-Per-View Interface, Centralized Collections, Business License/Occupational Tax, Municipal Property Tax, Accounting Suite, Project Accounting, Payroll & Inventory
for
City Hall

By: Elaine Barnard
QS/1 Data Systems
December 05, 2013

City Of Monroe
QS/1 Data Systems
12/05/2013

Description of Agreement for Software and Services

This is an agreement for QS/1 to provide City Of Monroe with thirty-six (36) months of ASP services for the City Hall. The following software modules will be provided by QS/1 via ASP: ASP-UTILITY BILLING-MULT SVCS(10-15K), ASP-UTILITY INTERNET/IVR PAYMENTS, ASP-DOCUMENT MANAGEMENT, ASP-HH/AMR INTERFACE, ASP-PAY PER VIEW INTERFACE, ASP-CENTRALIZED COLLECTIONS, ASP-BUSINESS LICENSE, ASP-MUNICIPAL TAXES, ASP-ACCOUNTING SUITE, ASP-PROJECT ACCOUNTING, ASP-PAYROLL, ASP-INVENTORY, TEST SITE DISCOUNT. ASP Services means that QS/1 will host the client's data and programs on a server at QS/1 in Spartanburg. The client users will access this server via the internet.

CLIENT'S RESPONSIBILITIES

It is the client's responsibility to provide adequate internet service to these offices. At a minimum, QS/1 requires a business class DSL connection with a static IP address.

HARDWARE SPECIFICATIONS

Workstations

All workstations should have 1GB of RAM as well as current and active antivirus. The recommended operating system is Windows XP Professional (Service Pack 3) or Windows 7 Professional. (NOTE: Microsoft ends support of XP on April 8, 2014.)

Printers

For the purposes of printing payroll checks, AP checks and utility bills, we recommend the purchase of a Lexmark MS811DN laser printer or subsequent comparable model. Postcard utility bills require a printer compatible with form size A5.

ASP FEATURES

The ASP server will be maintained by QS/1 in the QS/1 Data Center in Spartanburg, SC. This is a highly secure, highly controlled, environmentally correct Data Center designed for ASP service. Only QS/1 employees with proper security clearance have access to the Center and the servers within. Only authorized QS/1 support and service personnel will have network (sign on) access to your ASP system. In addition, QS/1 will perform the following tasks as a part of the ASP agreement.

1. QS/1 will perform daily back ups of the client's data. Once a week a backup will be taken offsite. Every two weeks QS/1 will transmit the client's data to a computer physically located at the client Administration Building. This provides the client with a 'hands on' copy of the data for additional safekeeping
2. QS/1 may load program revisions as needed.
3. QS/1 customer support personnel will have network (sign on) access to your system to better assist the client users in problem resolution.

City Of Monroe
QS/1 Data Systems
12/05/2013

PROPOSAL FOR **CITY OF MONROE**

PREPARED BY: ELAINE BARNARD

CITY OF MONROE
 215 N. BROAD ST.
 MONROE, GA 30655

E X H I B I T A

SOFTWARE COSTS

| QTY | MODEL | DESCRIPTION | MTHLYASP |
|--------------------------------------|---------|--------------------------------------|------------------|
| 1 | F0107 | ASP-UTILITY BILLINGMULT SVCS(10-15K) | \$450.00 |
| 1 | F0115 | ASP-UTILITY INTERNET/IVR PAYMENTS | \$100.00 |
| 1 | F0143 | ASP-DOCUMENT MANAGEMENT | \$125.00 |
| 1 | F0116 | ASP-HH/AMR INTERFACE | \$0.00 |
| 1 | F0116-1 | ASP-PAY PER VIEW INTERFACE | \$0.00 |
| 1 | F0120 | ASP-CENTRALIZED COLLECTIONS | \$150.00 |
| 1 | F0121 | ASP-BUSINESS LICENSE | \$105.00 |
| 1 | F0122 | ASP-MUNICIPAL TAXES | \$110.00 |
| 1 | F0100 | ASP-ACCOUNTING SUITE | \$200.00 |
| 1 | F0103 | ASP-PROJECT ACCOUNTING | \$75.00 |
| 1 | F0104 | ASP-PAYROLL | \$175.00 |
| 1 | F0125 | ASP-INVENTORY | \$105.00 |
| 1 | F0198 | TEST SITE DISCOUNT | <u>\$-797.50</u> |
| TOTAL MONTHLY ASP SOFTWARE COST..... | | | \$797.50 |

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QS/1 Data Systems
12/05/2013
Terms of Contract

Software prices in this quote are valid for a period of 30 days.

Invoicing

Invoices for this order will be issued according to the *Initial Payment Terms* shown below. Maintenance invoices will be issued separately. These invoices are due and payable upon receipt. **Your account must be paid 15 days from the billing date.** Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Investment Totals

| | |
|--|----------------------|
| Hardware & Installation | \$0.00 |
| Sales Tax of 0% based on \$0.00 | \$0.00 |
| Freight | \$0.00 |
| Total Hardware (<i>due upon delivery of hardware</i>) | <u>\$0.00</u> |
| Total Training (<i>due at start of training per application</i>) | <u>\$0.00</u> |
| Total Initial Expenditure (Hardware + Training) | \$0.00 |
| Annual ASP Service Cost: (12 months @ \$797.50/mo.) | \$9,570.00 |
| First Year Total Cost | \$9,570.00 |

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Maintenance

II. Software Maintenance:

Software Maintenance is **required** and is payable 90 (ninety) days after installation and the beginning of training.

Software Licensing

The parties acknowledge and agree that all software-licensing issues for software not produced by QS/1 Data Systems are between client and software manufacturer, and QS/1 Data Systems is not acting as an agent for any such manufacturers. Client acknowledges that it is their responsibility to know how many licenses are needed for their business and to purchase the legal amount. Client understands and agrees that QS/1 Data Systems cannot be held liable in any way for performing work on a client computer that has illegally pirated software. QS/1 Data Systems will assist client in determining licensing requirements but any and all such efforts not included in this agreement will be considered in addition to the services herein and will be invoiced separately.

Conversion of Data

This proposal **DOES NOT INCLUDE** any conversion of data. Should conversion of data be required, it is the **sole responsibility of the customer** to obtain file layouts, reports, and data samples from the current vendor and submit them to QS/1 Data Systems. Then a separate contract will be issued for the conversion of the data.

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Training

QS/1 Data Systems takes pride in the proper training of your employees so they may effectively utilize the system. Training will be scheduled by a QS/1 Data Systems representative with the designated person from your staff. This Training will take place with a QS/1 Data Systems representative either at the customer site or remotely via the internet. This proposal includes training for each software system purchased in accordance with the schedule that follows.

THIS SCHEDULE WILL BE DETERMINED BY QS/1'S GOVERNMENTAL TRAINING GROUP.

IMPORTANT

- If training exceeds the number of visits specified above , a charge per visit for training will apply.
- It is the responsibility of the customer to have the employee or employees available to be trained at the scheduled training sessions. Cancellation of a scheduled training session requires a minimum of 24 hours advance notice. **Failure to notify QS/1 Data Systems of a training cancellation in a timely manner will result in the forfeiture of the allotted training visit(s).**

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Governing Law and Jurisdiction

This agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this agreement shall be South Carolina.

No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty. QS/1 Data Systems warrants that it will supply the hardware described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will QS/1 Data Systems be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by the representatives of both parties with actual authority to bind the parties.

Terms

Payment is due 15 days from billing date. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

City Of Monroe
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12/05/2013

Signatures and Initials

Please have the appropriate, authorized person sign one copy of this contract and return it to QS/1 Data Systems. Signing this contract indicates that your agency agrees to abide by the statements and terms described in this document.

Initials

ASP Service

Bill us: Monthly Quarterly Annually

ASP Agreement Period and Termination Policy

Client agrees for a period of thirty-six (36) months from the date of this agreement to pay the monthly ASP charge listed above in Exhibit A. If client chooses to terminate this agreement for any reason before the three year period is up, client agrees to pay the remaining balance of the ASP charge. Upon completion of the thirty-six month period, client may terminate the contract without penalty at any time. Client will continue to be billed the monthly ASP charge until this contract is terminated in accordance with the terms of the termination clause in the attached license agreement.

Training

I understand and agree with the Training Schedule set out in this contract under Training.

Software

I understand that the software is sold "as is" unless noted previously under Special Notifications

JM Smith Corporation
d/b/a QS/1 Data Systems

City Of Monroe

By: _____
Elaine Barnard
Title: Marketing Representative
Date: _____

By: _____

Title: _____
Date: _____

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") is made this 5th day of December, 2013, between J M Smith Corporation d/b/a QS/1 Data Systems, (hereinafter referred to interchangeably as "Licensor" and QS/1) and City Of Monroe (hereinafter Licensee").

1. RECITALS

J M SMITH CORPORATION, d/b/a QS/1 Data Systems, a South Carolina Corporation, is the licensor of the QS/1 software ASP-UTILITY BILLING-MULT SVCS(10-15K), ASP-UTILITY INTERNET/IVR PAYMENTS, ASP-DOCUMENT MANAGEMENT, ASP-HH/AMR INTERFACE, ASP-PAY PER VIEW INTERFACE, ASP-CENTRALIZED COLLECTIONS, ASP-BUSINESS LICENSE, ASP-MUNICIPAL TAXES, ASP-ACCOUNTING SUITE, ASP-PROJECT ACCOUNTING, ASP-PAYROLL, ASP-INVENTORY (hereinafter referred to as the "System"), to be used on the computer equipment as set forth on Exhibit A or such other computer or computers as Licensor may approve in writing

2. LICENSE

1.1 **Grant of License.** Licensor grants to Licensee, pursuant to the following terms and conditions, a perpetual non-exclusive, non-transferable license to use Licensor's software and the software user's manual (hereinafter collectively "Software").

1.2 **Use of Software by Licensee.** The License granted under this Agreement authorizes Licensee to use the Software in machine readable form on a single central processing unit (hereafter "CPU"). Licensee may temporarily transfer the software to backup equipment if the CPU is inoperative and Licensee gives Licensor advance notification of such transfer. The Software shall be used only for Licensee's own business and Licensee shall not permit any parent, subsidiaries, affiliated entities or third parties to use the Software.

3. CONSIDERATION.

In consideration of the forgoing license, Licensee shall pay Licensor the sum set forth on Exhibit A. Any equipment to be provided by Licensor shall be furnished in accordance with the schedule set for on Exhibit A.

4. COPIES.

Licensee shall not copy or duplicate in whole or in part the Software provided under this agreement in computer code form. Licensee may, solely to enable it to use Software, make two archival copies of the Software. Licensee shall have no other right to copy or print, in whole or in part, the Software or the Procedure Manual without the prior approval of the Licensor. All copies made by Licensee are the exclusive property of Licensor.

5. SOFTWARE OWNERSHIP.

4.1 **Licensor's Representation.** Licensor represents that it is the owner of the Software and all portions thereof.

4.2 **Modifications.** Only Licensor shall have the right to modify, maintain, enhance or otherwise alter the Software.

4.3 **Transfer.** Under no circumstances shall Licensee transfer in any manner in whole or in part, the Software or any copy thereof, without Licensor's prior written consent.

6. TITLE TO SOFTWARE AND CONFIDENTIALITY .

The Software is proprietary to Licensor and title to it remains with Licensor. All applicable rights to trade secrets or any modifications or enhancements made by Licensor or at Licensee's request shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect the Software in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees, agents or consultants who are permitted access to the Software to satisfy Licensee's obligations hereunder.

7. PATENT AND COPYRIGHT INDEMNIFICATION .

Licensee is neither authorized nor obligated to defend any action brought against the Licensee to the extent that it is based on a claim that the Software used within the scope of the license granted hereunder, infringes a copyright in the United States or a United States patent. Licensor, at its own expense, will defend any action brought against Licensee to the extent it is based on a claim that the Software used within the scope of this agreement infringes any patent, copyright, license, trade secret or any other proprietary right, provided that the Licensor is immediately notified in writing of such a claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. Licensor shall have no liability for any claim under this section if a claim for patent, copyright, license or trade secret infringement is based on the use of a superseded or altered version of the Software, if such infringement would have been avoided by the use of the latest unaltered version of the Software available as an update.

8. DELIVERY AND ACCEPTANCE.

Licensor shall deliver the Software at the location designated in Exhibit A. Licensee shall be deemed to have accepted the Software as of the date of the first training session unless another date is specified in Exhibit A.

9. HARDWARE REQUIREMENTS.

Because of compatibility requirements, Licensee agrees that it will use the system only in conjunction with the computer equipment as set forth on the current Exhibit A or such other computer or computers as Licensor may approve in writing.

10. WARRANTY.

10.1 **Scope.** Licensor warrants that for ninety (90) days after acceptance, the Software will conform to the Software specifications set forth in the QS/1 System Procedure Manual including, but not limited to, operating performance and compatibility. During the warranty period, Licensor will use its best efforts to correct defects which substantially affect system performance and shall without additional charge, correct system errors, and issue corrected releases to Licensee. After the expiration of the warranty period, Licensor shall provide maintenance for Software if Licensee subscribes to software maintenance service.

10.2 **Warranty Limitation. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE AND PERFORMANCE OF THE SOFTWARE.**

10.3 **Liability Limitation.** Licensor shall have no liability with respect to its obligations under the Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. Licensor's sole liability, including liability arising out of contract, negligence, and strict liability in tort, shall not exceed any amounts paid by Licensee for the Software.

11. RESPONSIBILITIES OF LICENSEE.

11.1 **Use by Licensee.** Licensor has no control over the conditions under which Licensee makes use of the Software and Licensor does not and cannot warrant the results obtained by such use. The Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software, including but not limited to: audit controls and operating methods; establishing adequate backup plans; and implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

11.2 **Responsibility for Accuracy of Information.** Licensee shall remain solely responsible for the accuracy of information obtained from the use of the Software and the use of such

information, even if any inaccuracy is due to Software errors or malfunctions. Specifically, and without limitation, Licensee shall remain solely responsible for procedures performed or information provided to third parties and shall indemnify and hold Licensor harmless from any claim arising there from

12. TAXES.

Licensee shall, in addition to the other amounts payable under the Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, unless exempt per a tax exempt status.

13. ASSIGNMENT.

The license granted hereby shall terminate automatically upon the sale or transfer by Licensee of all or substantially all of its assets or upon a sale or transfer of a controlling interest (deemed to be 50% or more of the beneficial ownership of Licensee) in Licensee without the prior written consent of Licensor which consent will not be unreasonably withheld

14. TERMINATION.

Licensor shall have the right to terminate this Agreement and the license granted herein

- (a) Upon ten (10) days written notice in the event the Licensee, its officers, agents, or employees violate any provision of the Agreement or
 - (b) In the event Licensee (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute,
 - (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated voluntarily or otherwise
- In event of termination by reason of Licensee's failure to comply with any part of the Agreement, or upon any act which shall give rise to Licensor's right to terminate, Licensor shall have the right at any time to terminate the license and take immediate possession of the Software and all copies wherever located, without demand or notice. Within thirty (30) days after termination of the license, Licensee will return to Licensor the Software in the form provided by Licensor or as modified or, upon request by Licensor, destroy the Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software

15. MISCELLANEOUS.

15.1 **Complete Agreement.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement, including Exhibit A is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties

15.2 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

- (a) To Licensor: QS/1 Data Systems
 Post Office Box 1412
 Spartanburg, SC 29304
- (b) To Licensee: City Of Monroe
 215 N. Broad St.
 Monroe, GA 30655

15.3 **Governing Law and Jurisdiction.** The Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina

15.4 **Statute of Limitations.** No action, regardless of form, arising out of this Agreement may be brought by Licensee more than one(1) year after the cause of action has arisen.

15.5 **Waiver.** The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder

15.6 **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any application statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

15.7 **Headings.** The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written

WITNESSES SIGNATURES:
Licensor

By _____

By _____
As to Licensor

WITNESSES SIGNATURES:
Licensee

By _____

By _____

As to Licensee

LICENSOR: J M SMITH CORPORATION
d/b/a QS/1 Data Systems

By: _____
Elaine Barnard

Title: _____
Marketing Representative

LICENSEE: City Of Monroe

Renee Prather ()

By: _____