

TAB 2



City of Palmetto Agenda Item

Meeting Date

12/5/11

Presenter: Jim Freeman

Department: City Clerk

Title: BIS Digital Annual Service Agreement

BIS Digital is the company that provides the digital recording software for the Commission Chambers. The annual service contract expired on November 16, 2011. The service agreement renewal is \$967 and schedule to begin on November 17, 2011 and will end on November 16, 2012. The total cost for the agreement is \$967 and will cover 24/7 phone support for our product.

Budgeted Amount: \$987 **Budget Page No(s):** 148 **Available Amount:** \$987 **Expenditure Amount:** \$967

Additional Budgetary Information: This expenditure is being paid for from the IT operating line item.

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Motion to approve and authorize the Mayor to execute the Recording System Support Agreement which terminates on November 16, 2012.

Staff Contact: Jim Freeman

Attachments: Support Agreement

Recording System Support Agreement

Between:

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:

City of Palmetto (FL)
516 8th Ave. West
Palmetto, FL 34220-1209
Phone: (941) 723-4570
Contract #: 12-11-A-58815

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. **TERMS AND CONDITIONS**

- A. The term of this agreement is for a period of (12) months from the effective date. Either party upon written receipt, with a ninety 90-day notice, may cancel this agreement. In the event of early termination of service agreement, BIS Digital, Inc will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the USER to 24 hours per day, 7 days per week telephone support and on-site support Mon- Fri (8am – 5pm EST) on covered items..
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the USERS integrated system. Any changes or enhancement will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract resulting in corruption of BIS Digital software setup/configuration shall be billed at BIS Digital published rates.

2. **COVERAGES**

- A. DCR Software (all BIS Digital supplied licenses). This support agreement is for the USERS current DCR Software version. The USER is not obligated to upgrade since support is available for previous versions. DCR Software Assurance, which provides for all new feature and function upgrades, are billed for at an additional \$300/yr per system. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. * Special Note: CPU and Motherboards on computers over 48 months old may no longer be available causing the computer to be obsolete. In this event, BIS will provide a \$300 computer replacement credit.
- C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.

Initials:



BIS Digital

Customer



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
Phone: 954-493-7377 Fax: 954-493-6541

- D. Excluded Hardware (Laptop Computers, All Display Monitors and Headsets). BIS Digital will handle repairs via Manufacturer's warranties (ie: Dell, Toshiba,) but will offer no extended warranties directly.
 - E. On-Site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.
3. CUSTOMER RESPONSIBILITY
- A. A proper backup of all data on a regular interval.
 - B. A USER appointed systems administrator to act as a liaison with the support department.
4. CONFIDENTIALITY
- A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the USER. Business Information Systems shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.
5. PAYMENT
- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
 - B. At Business Information Systems option, support coverage may be halted for non-payment of any invoice greater than sixty (60-days) beyond the due date.
6. LIABILITY
- A. In no event shall Business Information Systems, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the USER, including loss of data or earnings due to equipment down time.
 - B. Business Information Systems sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
 - C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Broward County, Florida.

This contract covers the following equipment

Purchased on Inv# 58815 / PO# 910010

Installed on 11/16/2009:

- * DCR2 - 2ch Digital Audio/ Video Recording Software with Word Integration for Laptop w/ Software Assurance (1)
- * USB Digital Audio Mixer {s/n: 0909C1106 & 0909C1107}
- * P44 Condenser Boundary Microphone (3)
- * CD/DVD Archive Software (1)
- * USB Foot Pedal (1)

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Integrating Excellence™



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The terms and conditions stated herein form the complete agreement between the parties. Please note: Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Start Date: 11/17/2011
End Date: 11/16/2012
Annual Cost: \$967.00
Contract #: 12-11-A-58815
Invoice #: 61771

Accepted By:

BIS Digital, Inc.

City of Palmetto (FL)

By Steve Coldren

By

President

Title

Title

September 6, 2011

Date

Date

Initials:

BIS Digital

Customer