



City of Saint John
CityWide GIS Software
November 15, 2018

The Public Sector Digest Inc.
148 FULLARTON ST, 9TH FLOOR
LONDON, ON, N6A 5P3

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Professional Services Description

This document contains a proposal for Citywide GIS for the City of Saint John.

The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project.

CityWide GIS Viewer Services and Support (Purchase Agreement)

TERMS AND CONDITIONS

Public Sector Digest Inc.:

- Provide an enterprise user license for the use of CityWide GIS Viewer.
- Provide user and technical documentation in electronic format.
- Provide software / services as per agreed price quote as per Table A

City of Saint John:

- Provide to Public Sector Digest Inc. a purchase order for \$2,500 for an enterprise user license of CityWide GIS Viewer Software, \$4,800 for GIS Viewer implementation, \$800 for GIS Viewer training and \$1,500 for GIS annual support and maintenance.
- Pay for travel and related expenses for site visit(s). These will be billed at cost. The Client will determine if on-site assistance will be provided.

General:

- PSD is bound to provide the software and consulting services based on the quotation provided by PSD to the Client. (See Table A).
- All amounts quoted are in CDN dollars and will be invoiced as such. The Client shall be responsible for paying any applicable taxes.
- Software will be invoiced 30 days following the execution of this agreement by both parties.
- Implementation and optional services will be invoiced in equal monthly payments based upon the projected project timeline. The final invoice will not be issued until project signoff by the client.
- Annual Support & Maintenance will be invoiced 30 days following the execution of this agreement. Subsequent year's maintenance will be invoiced annual from that date. Annual Support & Maintenance will be limited to a maximum annual escalation of 5%.
- The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 1.5% per month.
- Consulting rates are valid for the term of this agreement only.
- Request for additional consulting services may be made via e-mail or purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service.

- During the provision of the implementation services and for 1 year afterward, customer shall not hire PSD employees or subcontractors involved in the delivery of the services.
- Public Sector Digest Inc. warrants that the professional services shall be performed by its employees in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the services or goods to be supplied by The Public Sector Digest Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- The liability of either party to the other or to any third party for any claim of any kind arising out of this Purchase Agreement is limited to monetary damages, and the aggregate amount of such liability for all claims of any kind relating to any particular product or service is limited to the fees paid to Public Sector Digest Inc. under this Agreement for the particular product or service which gave rise to the claim. Under no circumstances shall Public Sector Digest Inc. be liable to customer or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, even if Public Sector Digest Inc. has been advised of the possibility of such damages.
- Detailed pricing information is included below

Usage Terms:

WARNING. This SOFTWARE is protected by Copyright.

This software is owned by The Public Sector Digest Inc. and is protected by U.S. and Canadian copyright laws and international treaty provisions. Therefore, you must treat the software like any other copyrighted material (for example a book). You may print help text or other documentation on hard copy for your own use.

You may not sell, lease or otherwise make available the software or any of the accompanying materials to a third party. You may not reverse engineer, decompile or disassemble the software.

The terms for your usage of this software are governed by this agreement between your organization and The Public Sector Digest Inc. You are obligated to adhere to the terms of this agreement. If you do not have such an agreement, you are installing this software illegally, and should immediately cease the installation process and return any media to The Public Sector Digest Inc.

Support / Maintenance Terms:

TERMS AND CONDITIONS

Support & Maintenance is invoiced annually in advance and is payable within 30 days. The first support invoice will be issued 30 days following the execution of this agreement and each subsequent invoice will be issued annually on that date. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to Public Sector Digest Inc. unpaid, with a letter to that effect.

What the annual support fee entitles the licensee to:

- Version Protection such that the Client will have access to added software enhancements without additional cost

- Web Hosting such that PSD will provide redundant internet connections, daily backup both on and off-site of client data, 24 Hour video, on-site security, and fire suppression
- Access to the CityWide Support Center to report software issues and access the online user guide.
- Additional requests for guidance, consulting or advice on use of the software will be billed in 15-minute increments at the then current hourly rate which will be invoiced at the end of the month. The Client will be made aware of billing prior to providing assistance.

What the annual support fee does not entitle the licensee to:

- Consulting Services: There is sometimes a fine line as to what can be handled as hotline support, vs. a consulting service. While we attempt to handle as much as possible through the hotline service, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, we will suggest purchasing additional consulting time in order to implement the new requirement.

Table A

CITYWIDE GIS VIEWER	
	TOTAL
CityWide GIS Viewer License	\$2,500.00
Implementation	\$4,800.00
Training	\$800.00
TOTAL	\$8,100.00
CityWide GIS Viewer Annual License	\$1,500.00

Authorization:

This agreement shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations; City of Saint John and The Public Sector Digest Inc.

BETWEEN:

City of Saint John
15 Market Square
Saint John, New Brunswick, E2L 4L1

The Public Sector Digest Inc.
148 Fullarton Street, 9th Floor
London, Ontario, N6A 5P3

By: _____
(Print Name)

By: _____
(Print Name)

(Signature)

(Signature)

(Date)

(Date)