TOWN OF PENDLETON

FUND ACCOUNTING

PROPOSAL

bas
business automation services inc.

JUNE 2018

COMPANY PROFILE

Established in 1987, Business Automation Services Inc. has become more commonly known today as BAS. We are a New York State Corporation located in Saratoga County with 800+ municipal clients throughout New York, Connecticut, Massachusetts, Pennsylvania, and Arizona. BAS is recognized as a leader in the development of software solutions for local governments.

Over the years, we have grown into much more than a software development company. Our current staff of 40+ professionals provide a wide variety of services including project management, systems analysis, custom software development, website design and IT/network management services.

Our thorough experience allows us to offer our clients an integration and e-government platform as local governments strive to improve their systems and internal operations in order to deliver cost-effective, added value services to their residents.

SOFTWARE SOLUTIONS
- Clerk Licensing
- Tax Billing & Collection
- Permits, Code Enforcement, Fire Inspections
- Planning & Zoning
- Accounting
- Payroll
- Fixed Assets
- FOIL Tracker
- Animal Control/Animal Shelter
- Parks & Recreation
- Web Portal - Service Request System
- Utility Billing
- Website Design & Hosting

IT SERVICES
- Cybersecurity
- Total Data Protection
- Disaster Recovery & Business Continuity
- Needs Assessment/Infrastructure Analysis
- Network Planning, Design & Implementation
- Network Management (24x7x365 Support)
- Email Management and SPAM Filtering
- Online Backup
- Surveillance Camera Systems

PRODUCT SUPPORT & SERVICES
- Annual User Group Meeting
- Telephone Support (24x7)
- Annual Software Updates

The BAS Commitment to develop quality software and to provide the best possible service and support to municipal government is second to none!

6/18/2018

TOWN OF PENDLETON

IFM (FUND ACCOUNTING) QUOTATION

SOFTWARE/SERVICES:	6 Workstations
Integrated Financial System:	$10,000
General Ledger	
Cash Receipts	
Accounts Payable	
Budgeting	
Bank Reconciliation	
Subtotal:	$10,000
Implementation Services:	$5,400
System Configuration & Installation ($2,400) (16 hours)	
Software Training* ($3,000) (20 hours excluding travel expenses)	
Total Software/Services:	$15,400

* Software Training may be scheduled onsite and/or via webinar sessions accordingly.

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Town of Pendleton

Annual Support and Maintenance Fee: $4,500

The Annual Software Maintenance Fee covers any NYS mandated changes and other BAS initiated software enhancements as well as unlimited telephone and remote assistance support. ($375/month invoiced annually)

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Town of Pendleton

IFM- Total First Year Investment:

Software/Services = $15,400

Annual Maintenance/Support Fee = $4,500
($375/month invoiced annually)

Total Cost (1st Year) = $19,900

IFM/Payroll Software & Services

1. The Annual Software Support & Maintenance fee includes any State mandated changes or other enhancements as well as unlimited telephone support and remote assistance (which is available 24/7, including holidays).

2. System configuration, installation and training hours are invoiced at our standard rate of $1200/day. Training will be conducted at your location, unless otherwise instructed. Travel expenses includes, but is not limited to, personal vehicle transportation at the Federal/State Mileage Rate; train/air fare; lodging; parking; tolls and per diem meal expenses.

3. The BAS professional rate for consulting, systems analysis, custom software development or technical support is $175 per hour; estimates will be provided in advance for client approval before this type of work would be initiated.

4. Installation support and training is normally completed within approximately 30-60 days after receipt of a confirmed order; however, the actual schedule is dependent on receiving confirmation that the client's computer system meets the BAS Windows Software Hardware/Network Guidelines. Note: If systems analysis and/or software customization is required to meet client specific requirements, a mutually acceptable implementation schedule will be developed.

5. If data conversion from an existing system is needed, a separate cost estimate will be provided after the specific requirements have been determined.

6. To upgrade from single-user to a network version or to add additional workstations, please call for pricing.

7. Internet Access is required for downloading software updates, email support and web-based technical support. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed.

8. To order the software, a 50% down payment is needed along with a signed purchase order or letter of commitment. Progress payments will be invoiced as the software is installed and services are rendered.

Requirements (Database Host)

Computers with unsupported operating systems, database engines, less processing power, RAM, and/or storage capacity than specified below will not run the software effectively. Current Windows updates must be downloaded and installed on all workstations prior to the installation and training. Networks should be configured and installed by qualified network engineers and must be fully operational prior to installation of BAS software.

BAS reserves the right not to install software on systems not meeting these requirements.

	Minimum (1-20 Users)	Optimal (20+ Users)
Operating System	Windows 7 - 10, Windows Server 2008R2 - 2016[1]	
Database Backend	Microsoft SQL Server 2008R2 - 2016 Express[2]	Microsoft SQL Server 2008R2 - 2016 Standard[2]
Processor	2+ GHz	2+ GHz Multi-Core
Memory	8 GB	16 GB
Local Storage	20 GB[3]	50 GB[3]
Backup Storage	10 GB[4]	30 GB[4]
Internet Access	Required for downloading software updates, email support, and web-based technical support[5]	

Notes

1. If for any reason the Windows operating system that is installed causes BAS software to malfunction (e.g. premature major OS update; corrupted, infected, or unstable OS), BAS reserves the right to request an operating system rollback or reinstall.

2. The highest supported SQL Server version for the Utility Billing application is 2008R2.

3. Depending on the volume of transactions within the application, storage space in excess of the requirements may be necessary over time.

4. A device capable of performing a backup of the complete database and application software must be installed and configured before installation of BAS products. Clients are responsible for ensuring that backup procedures are implemented and followed on a regular basis. Storage space in excess of the requirements may be necessary depending on the desired retention period and growth of the database over time.

5. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed. If a client cannot provide BAS with Internet access, our customer support staff will be limited in its ability to diagnose/resolve technical issues or problems. If this should occur, BAS may need to go on-site to resolve any such problem which would be a billable service that would require prior authorization by the client.

Requirements (Workstations)

Computers with unsupported operating systems, database engines, less processing power, RAM, and/or storage capacity than specified below will not run the software effectively. Current Windows updates must be downloaded and installed on all workstations prior to the installation and training. Networks should be configured and installed by qualified network engineers and must be fully operational prior to installation of BAS software.

BAS reserves the right not to install software on systems not meeting these requirements.

	Minimum	Optimal
Operating System	Windows 7 - 10[1]	
Processor	2+ GHz	2+ GHz Multi-Core
Memory	4 GB	8 GB
Local Storage	2 GB	
Printer	Laser or Inkjet Printer[2]	
Internet Access	Required for downloading software updates, email support, and web-based technical support[3]	

Notes

1. If for any reason the Windows operating system that is installed causes BAS software to malfunction (e.g. premature major OS update; corrupted, infected, or unstable OS), BAS reserves the right to request an operating system rollback or reinstall.

2. Forms and reports will be printed to a local or network laser/inkjet printer as stated in the BAS proposal.

3. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed. If a client cannot provide BAS with Internet access, our customer support staff will be limited in its ability to diagnose/resolve technical issues or problems. If this should occur, BAS may need to go on-site to resolve any such problem which would be a billable service that would require prior authorization by the client.

Software License Agreement
For
Business Automation Services, Inc. ("BAS") Systems

1. License

1.1 BAS grants to Customer, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, perpetual license to use, in a manner consistent with its design, the proprietary BAS Software as described and listed on the original quotation and/or purchase confirmation or invoice.

1.2 The Software is licensed not sold. The Customer shall have the right to use the Software solely for its own internal operation and shall not assign, sell, rent, give away or transfer the Software to any other party.

1.3 The Customer may make sufficient copies of the Software for backup purposes but will not publish the Software for others to copy.

1.4 Recurring Annual Software Support and Maintenance charges are set forth on the original quotation and/or purchase confirmation or invoice for the licensed Software; BAS reserves the right to increase these charges based on changes in its cost of doing business.

2. Support Services

2.1 If the Software does not perform in accordance with the warranty set out in Paragraph 3.2 BAS will provide error maintenance at no additional charge. Error maintenance will be provided in a reasonable manner consistent with the nature of the error.

2.2 Customer agrees to monitor the performance of the Software and to provide backup operations for the data and BAS Software to protect itself from loss due to any error conditions.

2.3 BAS will provide unlimited telephone support for the Software to the Customer during its normal business hours (9:00 a.m. – 5:00 p.m.). Emergency support, after normal business hours, is available Monday-Sunday including holidays by calling the BAS main office telephone number.

2.4 From time to time BAS may modify or enhance the Software which may result in new releases (updates) of the Software. BAS will provide updates as part of the Annual Software Support and Maintenance charge. Customer agrees to install a new release within ten days of receipt. Failure to install a new release may result in billable services per 2.5 below. An "update" is a modification to existing source code that is considered by BAS to be error maintenance or BAS initiated enhancements or NYS mandated changes that are included as part of the Annual Software Support and Maintenance charge. An "upgrade" is new Software that replaces the Customer's current Software or a new Software module that includes additional capabilities or features mandated by New York State or a major overhaul (Software re-programming) due to the use of new technology released by Microsoft (the operating system vendor). An "upgrade" is not considered part of the Annual Software Support and Maintenance charge and will be provided at a fee to be determined by BAS.

2.5 Any other support services required from BAS by the Customer (by way of example, but not limited to, training, data conversion, systems analysis, custom software development, disaster recovery, technical hardware/network/operating system, general operations support, etc.) will be billable per BAS's Professional Rate Schedule which is subject to change or adjustment from time to time during the term of this Agreement. If the Customer should need such support services at any time, BAS will provide the Customer a written cost estimate based on the Professional Rate Schedule then in effect.

3. Warranties

3.1 BAS warrants that it has the right to grant a license for the Software to operate on the number of individual computers required by the Customer.

3.2 BAS warrants that the Software will conform with the functionality described in the promotional materials or user instructions which will be provided to the Customer by BAS at the time of delivery. This warranty is void if Software errors or malfunctions are caused by Customer's computer equipment malfunction, by Software modifications not made by BAS or other restricted actions by Customer as specified in Paragraph 6, by incorrect data entry, or procedures used, by Customer's personnel, or if Customer fails to install a new Software release (update) provided to Customer under Paragraph 2.4.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE:

1. **THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION WILL BE BY ERROR MAINTENANCE UNDER PARAGRAPH 2.1 WHICH MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE) OR**
2. **IF, AFTER REPEATED EFFORTS, BAS DETERMINES THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, CUSTOMER IS ENTITLED TO RECOVER DAMAGES SUBJECT TO THE LIMITATIONS SET FORTH IN PARAGRAPH 4.2.**

3.3 BAS warrants that all Software referenced under this Software License Agreement is free from all coding, instructions and other devices and methods which would allow BAS, without the consent of the Customer, to interrupt the Customer's use of the Software in any manner whatsoever.

4. Indemnities and Liabilities

4.1 In the event that a claim is brought against Customer alleging that the Software constitutes an infringement of a patent, copyright, or trade secret, BAS agrees to defend, at its own expense, such claims and to indemnify and hold Customer harmless from any damages or costs incurred or awarded as a result of settlement or judgment against Customer, provided Customer gives BAS prompt written notice of the claim, allows BAS to control the defense and settlement of the claim, and fully cooperates with BAS in defense and settlement.

4.2 BAS'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE BUT NOT INCLUDING AN INFRINGEMENT CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ANY SOFTWARE THAT CAUSES DAMAGES. IN NO EVENT SHALL BAS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR ADDITIONAL EXPENSES OR COSTS, ARISING OUT OF OR RELATED TO THIS SOFTWARE LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN DELIVERY OF THE LICENSED PRODUCT OR IN THE PERFORMANCE OF SERVICES UNDER THIS SOFTWARE LICENSE AGREEMENT OR RELATED AGREEMENTS.

5. Proprietary Information

5.1 The Customer acknowledges that the licensed Software constitutes proprietary and confidential information of BAS and the protection of this information is of the highest importance; this confidential information includes but is not limited to the specific design of the Software and related databases as well as the structure of the component parts of the Software. Customer agrees to keep the Software in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software, and to restrict access to and display of the Software to Customer personnel who need to use the Software as contemplated by this Agreement and who have been advised or have agreed to treat the Software in accordance with this paragraph.

5.2 The customer agrees that the Software and all copies and versions made by the Customer are and shall remain the sole property of BAS. Customer agrees to include BAS' proprietary notice on all copies of the Software, in whole or in part, and in any form made by the Customer.

5.3 The obligations set forth in this paragraph shall survive the termination of this agreement.

6. Restrictions

6.1 Customer agrees to use the Software as expressly permitted in this Agreement and will comply with any technical limitations in the Software that only allow its use in certain ways.

6.2 Customer shall not use the Software in a manner inconsistent with its design, modify (or attempt to modify) the Software in any way, reverse compile (decompile) or reverse assemble (engineer) all or any portion of the Software or work around any technical limitations of the Software.

6.3 Customer shall not unbundle component parts of the Software; the Software is designed and provided as a single product and must be used as a single product.

6.4 The obligations set forth in this paragraph shall survive the termination of this Agreement.

7. Billing and Payment

7.1 Annual Software Support and Maintenance Fees shall be as set forth on the Customer's annual invoice for these services.

7.2 Upon installation of the Software, the balance of all fees and charges is due within thirty days of receipt of final invoice.

7.3 If the Software is not fully paid for by the Customer within sixty (60) days from the installation date, BAS may remove all Software and terminate this Agreement.

7.4 Software Support and Maintenance Services will be billed annually for the twelve month period beginning the first month following the date of installation and is payable upon receipt.

8. Effect of Agreement

8.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. BAS may amend the terms and conditions of this Agreement at any time.

8.2 Use of any portion of the BAS Software constitutes acceptance of this Agreement and this Agreement becomes effective with such use.

9. General Provisions

9.1   This Agreement and any claim arising out of this Agreement, out of the relationship created by this Agreement, or out of the activities related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby agree that the venue of any litigation arising out of this Agreement shall be in the County of Saratoga, State of New York.

9.2   Any Customer notice regarding default or termination of this Agreement shall be delivered by hand or sent by Certified Mail, return receipt requested, to BAS, 661 Plank Road, Clifton Park, New York 12065.

9.3   Any violations by the Customer of Paragraphs 1, 5, 6 or 7 may result in litigation by BAS and/or discontinuance of BAS Support/ Maintenance Services and/or the continued use of the licensed Software by the customer; notices regarding this will be sent to the Customer's Billing address.

9.4   No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement. No waiver shall be effective unless made in writing.

9.5   This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9.6   BAS will not assign, transfer, convey, sublet or otherwise dispose of its right, title or interest in this Agreement without consent of the customer.

9.7   In the event that BAS discontinues for any reason support of the Software, the Customer will receive the complete source code programs used to compile the Software; the source code will be provided either directly by BAS or its escrow agent upon written request. The escrow agent is the law firm indicated below.

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DuCharme, Clark & Sovern, LLP
10 Maxwell Drive - Suite 205
Clifton Park, New York 12065
(Office) 518-373-1482
Attn: John B. DuCharme

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