

10036
Amd 1

**AMENDMENT #1 TO AGREEMENT FOR
CITIZEN RECORD MANAGEMENT SOFTWARE SOLUTION
(City of Jacksonville Contract # 10036)**

THIS AMENDMENT ("Amendment") is made and entered on September 30, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the laws of the State of Florida, ("City") and QSCEND, INC. ("QScend").

WHEREAS, on July 31, 2014, the parties entered into a written agreement (the "**Agreement**") for City to obtain a Citizen Record Management Software Solution from QScend, which Agreement contemplated the need for software integration services ("**Integration Services**") and established the pricing therefore.

WHEREAS, the parties have now defined the City's need for Integration Services and desire to amend the Agreement to accordingly.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein, the parties agree as follows:

1. **Scope of Work.** QScend will provide the Integration Services, and City will pay for such services, in accordance with the 5-page Statement of Work attached hereto as Exhibit A. The parties agree that the term of the Agreement will, if necessary, be extended to allow for the completion of the Integration Services.

2. **Maximum Indebtedness.** The maximum indebtedness of City for all fees, reimbursable items and other costs for the Integration Services shall not exceed the sum of **One Hundred and Forty One Thousand and 00/100 Dollars \$141,000.00**. The total maximum indebtedness for all Services under the Agreement is now **\$243,300.00**.

3. **Ownership of Works.**

(a) As used herein, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, report, finding, recommendation, data and memorandum of every description, produced or delivered to City pursuant to this Amendment #1.

(b) With the exception of QScend's pre-existing intellectual capital and third-party intellectual capital as described in Section 4 below, City shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to software and source code, and derivative works relating to the foregoing. The use of these Works in any manner by City shall not support any claim by QScend for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for City pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by QScend specifically for other customers of QScend or for the purpose of providing substantially similar services to other QScend customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, QScend

hereby irrevocably assigns, transfers, and conveys to City, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, QScend acknowledges that City shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. QScend agrees to execute any documents or take any other actions as may reasonably be necessary, or as City may reasonably request, to perfect or evidence City's ownership of the Work.

4. Intellectual Property.

(a) QScend grants to City an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to City) QScend's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, QScend shall secure for City an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. QScend shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should City, or any third party obtaining such Work through City, use the Work or any part thereof for any purpose other than that which is specified in the Agreement (as amended), it shall be at City's and such third party's sole risk.

5. Insurance. Prior to performing the Integration Services, QScend shall provide evidence to the City that QScend has all customary and reasonable insurance coverages necessary to protect the City against claims and damages resulting from any acts, omissions and errors relating to the Integration Services.

6. Entire Amendment. This Amendment, together with the Agreement, sets forth the entire understanding of the parties with respect to the matters addressed.

[Signature Page Follows]

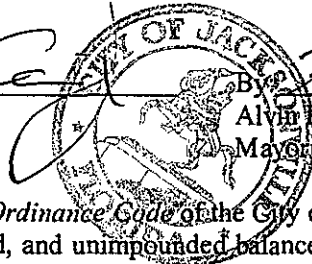
IN WITNESS WHEREOF, the parties hereby execute this Amendment the day and year first above written.

ATTEST:

City of Jacksonville

Karen Bowling
Chief Administrative Officer
Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

By: James R. McCain
James R. McCain
Corporation Secretary



By: Alvin Brown
Alvin Brown
Mayor

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

By: C. Donald Bell
Director of Finance

10026 # 10/6/14
Amd #1

Form Approved:

By: Jim Herb
Office of General Counsel

WITNESS:

QScend, Inc.

By: Megan Donnelly
Print Name: Megan Donnelly

By: Keith LeBeau
Print Name: Keith LeBeau
Title: President

EXHIBIT A

(ATTACH QSCEND'S STATEMENT OF WORK FOR INTEGRATION SERVICES)

SUBJECT: Piggyback City of Baton Rouge Contract 2008 R11-311 for Call Center/CRM Software

BID NO.: PSC-0618-14

OPEN DATE: 08/29/2011

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Piggyback Contract – Term beginning March 1, 2012 and ending on March 1, 2015

FOR: Information Technology

BASIS OF AWARD: Piggyback

NUMBER OF BIDS INVITED: NA


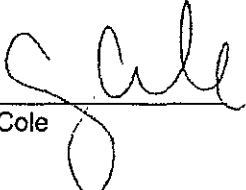
NUMBER OF BIDS RECEIVED: NA

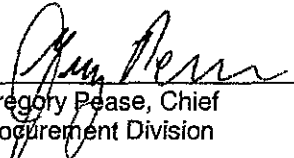
OTHER: NA

SUMMARY OF BIDS AND RECOMMENDED ACTIONS: Subject piggyback was awarded on July 31, 2014 for the purchase of Call Center/CRM Software with QScend Technologies. Recommend approval to increase piggyback award with QScend Technologies, Inc., in the amount of \$141,000.00 for the integration for a revised contract total not to exceed \$243,300.00 and to be executed by formal contract amendment thru the Office of General Counsel for professional services for the development of nine (9) interfaces to the recently purchased software.

Account Code: OPIT531CS -03109 \$141,000.00

Attachments: Recommendation Memo, QScend Technologies, Inc. statement of work and pricing, Contract between City of Baton Rouge and QScend Technologies, Inc., QScend Technologies, Inc., response, Previous Award, Account Inquiry.


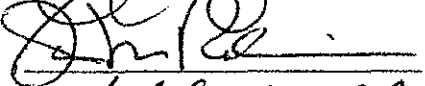
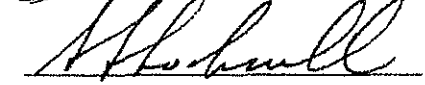
 Purchasing Analyst 
Amy Cole

Respectfully Submitted 
Gregory Pease, Chief
Procurement Division


CONCURRENCE BY: Usha Mohan, Division Chief/CIO, Information Technology

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

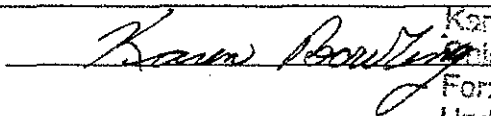
MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE 09/25/14

 _____ OTHER _____
 _____
 _____

ACTION OF AWARDING AUTHORITY _____ DATE: 9/26/14

APPROVED:  DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION: 
Karen Bowling
Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

Information Technologies Division



Date: September 19, 2014

09/19/14 11:56:41
Procurement Division

To: Greg Pease, Chief of Procurement Division

Cc: Usha Mohan, Division Chief/CIO, ITD

A handwritten signature in black ink, appearing to read "Usha Mohan", written over the "Cc:" line.

From: Vanita Boston, Finance Manager, ITD

Subject: ~~ITD~~ Memorandum – Request for Professional Services for Customer Relationship Management (CRM) Interface Development to other COJ systems

Intent: The CRM Project team requests approval to purchase Professional Services from QScend Technologies, Inc. for development of 9 interfaces to the recently purchased Call Center/CRM Software (QAlert Enterprise Edition).

QAlert Enterprise Edition will enable citizens and visitors to access city services and information 24 hours a day. It will provide a vendor hosted solution (SaaS) with a citizen facing mobile application and completely upgrade the current CRM system.

QAlert will interface with 9 existing COJ systems:

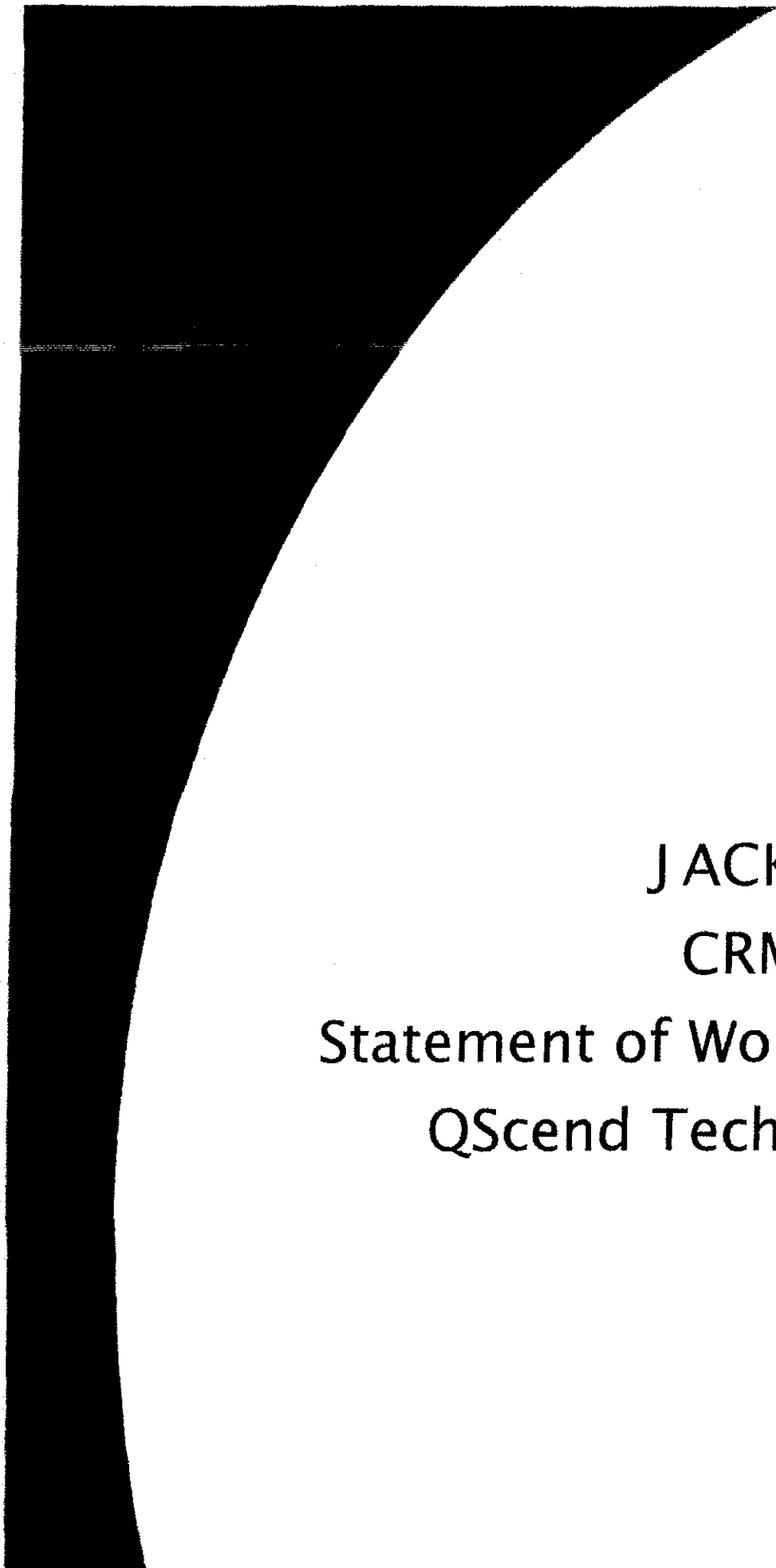
1. TEAMS – Traffic Engineering Asset Management System
2. MCMS – Environmental and Compliance, Mosquito Control
3. PICS – Property Inspection and Contract Solution
4. Tivoli/Maximo – COJ's enterprise-wide asset management system
5. Chameleon – Environmental and Compliance, Animal Care and Protective Services
6. City Link Performance – Summary of actions by 630CITY users
7. DS – Disabled Services
8. BID – Building Inspection
9. BI – Business Intelligence

This request is for Professional Services from QScend Technologies, Inc. to develop interfaces from QAlert to these systems.

Total estimated amount for CRM Integration and interface development as shown in statement of work is \$141,000.00. Funding Source OPIT531CS – 03109.

CC: Tom Ossi, Technology Contract and Records Manager, ITD

A handwritten signature in black ink, appearing to read "Tom Ossi", written over the "CC:" line.



JACKSONVILLE, FL
CRM Integrations
Statement of Work and Pricing
QScend Technologies, Inc.

Submitted By: Jessica Chase
231 Bank St 2nd Floor
Waterbury, CT 06702
888-878-3006 (p)
203-759-0519 (f)
jessica@qscend.com

✓ 9/19/14



Executive Summary

This Statement of Work outlines the methodology QScend will utilize for the systems integration engagement with Jacksonville, FL ("Customer"), along with the scope of the project, a schedule of the project deliverables, if applicable, responsibilities for all parties, and the estimated fees for the project.

Summary of Project Approach

Our project approach is practical and requires customer input throughout the entire life cycle on priorities, scope, findings, recommendations and most of all clear expected deliverables.

Review of QScend Project Roles and Responsibilities

- QScend will provide qualified resources to deliver this project
Keith LeBeau will be the Project Manager
Travis Lent will be the Integration Development Manager
- QScend anticipates being on site at COJ 2-4 times in the process of this integration development implementation, each site visit should not exceed 2 days. These 2-4 site visits to COJ are inclusive
- QScend will provide professional and satisfactory completion of the stated work by February 1, 2015 with the start date of October 1, 2014. Start date is critical to a satisfactory end date
- The QScend consultants do not charge for hours while traveling
- QScend will accurately and expediently report all charges and expenses incurred in the execution of this project

Review of Customer Project Responsibilities

- The Customer will provide QScend with appropriate access to the network, facilities and personnel of the organization, including remote access for deployment, testing, and support



- The Customer will provide cooperative access to knowledgeable staff that may be required during the integration process
- The Customer will provide accurate and current information about systems environments, business requirements, data, and third party software, as needed, to support the integration. If the information provided by the Customer is inaccurate or incomplete, and results in additional time expended above what the project budget calls for to deliver the task item, the hours beyond the budget will be considered outside the scope of the project and a Change Order will be required
- An upgrade timeline will be agreed upon prior to kickoff and QScend, subsequently, will allocate resources in order to successfully meet the project deadlines and control costs. The Customer is expected to meet project deadlines as well. If actions (or inactions) on the part of the Customer result in a project delay, and it becomes necessary for QScend to reschedule or reallocate resources, the cost of the project might escalate requiring a Change Order

The Customer will test the applications in the customer's environment to ensure they are familiar with bi-directional integrations.

The Customer will maintain responsibility for the following integration related tasks:

- Taking a back-up of test or production databases prior to integration
- Testing and troubleshooting firewall and folder permission rules to ensure application has necessary access

Engagement Scope

QScend will provide professional consulting and/or integration services to provide bi-directional integration to the Customers applications listed in the table below. This engagement will focus on the following activities.

Project Set-Up: Conference calls with QScend team and customer team members to finalize the integration specifications.

Application Exploration: Assistance from QScend reviewing and determining what configurations and functionality use would allow for the elimination of some other systems within the City. Assistance exploring new system features.

Interface Development – Design: Customer will provide documentation of requirements and technical specifications of in-scope interfaces between QAlert and consuming interfaced applications.

Interface Development – Programming: Interface development will take place using QAlert published API or a data insertion into the transition SQL tables.

Software Acceptance: Customer personnel in partnership with QScend staff will execute acceptance testing of the interfaces. The functionality to be tested will follow the checklist developed during the discovery phase (and amended if modifications were added as part of Application Exploration).



Project Change

There will be 2 QScend resources on this project and we do not anticipate the need for any Change Orders. However, it may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Changes in the scope of the project, including modifications to any one of the targeted interfacing applications.
- Non-availability of non-QScend products or services that are beyond QScend's control.
- Environmental or architectural impediments not previously identified.
- Lack of access to customer personnel, data or facilities necessary to complete project.

If any of the above occurs the milestones may be delayed. In the event that it is necessary to change this Statement of Work a Change Order will be agreed upon by Customer and QScend.

Milestones

The following milestones are dependent on an October 1, 2014 start date:

- Discovery – Application Exploration October 30, 2014
- QAlert CRM system implementation November 15, 2014
- COJ Branded report-to-gov app December 1, 2014
- Integration Development December 15, 2014
- Testing January 15, 2015
- Go Live February 15, 2015

*COJ personnel and resources are limited from December 15, 2014 to January 2, 2015

Project Costs

QScend has estimated tasks required and the cost for hours necessary to deliver this project to be \$141,000 plus any reasonable and customary travel expenses incurred by QScend's consultant(s) associated with travel to the customer site. This is an estimate based upon QScend's current understanding of the project scope and past experience in executing these types of engagements. Total project hours and tasks required will be finalized with Customer during the Application Exploration phase. Unless otherwise determined during Application Exploration, the amount quoted is not to be exceeded although hours and subsequent billing by task may differ.

PROFESSIONAL INTEGRATION SERVICES	HOURLY ESTIMATE	NOT TO EXCEED
1. Mosquito Control System – 3 rd party application with API access,	160 hours	\$20,000



actual solution has not been disclosed to QScend. Without further information this estimate has to be on the higher end.		
2. Chameleon CMS- We were unable to reach a technical representative from Chameleon. Based on what we can find and our vague knowledge of the integration requirements we believe that this integration can be accomplished.	80 hours	\$10,000
3. Building Inspection System - internal system - Without further discovery and specifications	160 hours	\$20,000
4. PICS - internal system - Without further discovery and specifications	160 hours	\$20,000
5. MAXIMO - Version 7.05.05 -From what we understand MAXIMO's integration documentation is fully available, based on our investigation and a vague understanding of what is needed bi-directionally we believe this to be one of the most complex integrations.	160 hours	\$20,000
6. TEAMS - internal system - Without further discovery and specifications.	160 hours	\$20,000
7. City Link Performance - internal system -Without Further discovery and specifications.	80 hours	\$10,000
8. SharePoint BI - Based on our discussions with COJ technical staff, QScend will write a scheduled job that will deliver JSON data of service requests to a COJ application.	8 hours	\$1,000
9. Disabled Services- internal system - Without further discovery and specifications.	80 hours	\$10,000

* GIS - ESRI - Out-of-box integration with QAlert included, any unanticipated custom development requirements from the City may require additional development time. We don't anticipate that custom development to exceed \$10,000.

Professional services for discovery, design and programming are billed at \$125/hour.