

RESOLUTION NO. 2019 - 119

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO QEI, SPRINGFIELD, NJ, FOR THE RENEWAL OF THE ANNUAL MAINTENANCE SERVICES AGREEMENT IN CONNECTION WITH THE ELECTRIC UTILITY'S SCADA SYSTEM - HARDWARE AND SOFTWARE, IN THE AMOUNT NOT TO EXCEED \$38,190.00.

WHEREAS, there exists a need for the renewal of the annual maintenance services agreement in connection with the Electric Utility's SCADA System - Hardware and Software; and

WHEREAS, the management personnel of the Electric Utility has recommended that a contract be awarded to QEI, Springfield, NJ, for the maintenance services of this proprietary system, for the period beginning April 1, 2019 through March 31, 2020, for an amount not to exceed \$38,190.00; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. This contract is awarded without competitive bidding in accordance with 40A:11-5(1)(dd) of the Local Public Contracts Law for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software.
2. The Purchasing Agent be and the same is hereby authorized to issue contract to QEI, Springfield, NJ, for the renewal of the maintenance services for the Electric Utility's SCADA System Hardware and Software, in an amount not to exceed \$38,190.00 for the period beginning April 1, 2019 through March 31, 2020.
3. Notice of this action shall be printed once in the Daily Journal.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

2/25/2019

(DATE)

1. Service (detailed description): QEI Service Agreement - Maintenance agreement for Electric Utility SCADA System (Substation remote control)

2. Amount to be Awarded: \$ 38,190.00

- Encumber Total Award  
 Encumber by Supplemental Release

3. Amount Budgeted: \$ \_\_\_\_\_

4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_

5. \*\*Account Number to be Charged: 002-0-54-9003-2-7023363 E570

6. Contract Period: April 1, 2019 to March 31, 2020

7. Date To Be Awarded: March 12, 2019

8. Recommended Vendor and Address: QEI  
45 Fadem Rd, Springfield, NJ 07081

9. Justification for Vendor Recommendation:(attach additional information for Council review)  
Vendor proprietary equipment and software  
\_\_\_\_\_  
\_\_\_\_\_

- Non-Fair & Open (Pay-to-Play documents required)  
 Fair & Open: How was RFP advertised? \_\_\_\_\_

10. Evaluation Performed by: Jeffrey T. Lawrence *Jeffrey T. Lawrence*

11. Approved by: *John Lelke* *Robert C. Napier*

12. Attachments:

- Awarding Proposal  
 Other: Descriptions and Pricing

- Send copies to:  
Purchasing Division  
Business Administration

**\*\* If more than one account #, provide break down**



*B*



## SCADA Server HARDWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2019 (the "Effective Date") between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Vineland, NJ with offices located at 640 e. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the "Customer").

### **Service Provided**

QEI will provide the following services under this Agreement with respect to all identified SCADA Server equipment in Attachment A.

1. Unlimited remote technical support isolating malfunctioning QEI supplied equipment.
2. On-site service, if required, for all hardware owned or leased as identified in Attachment A.
3. Within twenty-four hours of a telephonic communication from the customer of a reported problem, Customer will be contacted.
4. All Services to be furnished hereunder will be provided from 8:00 AM to 5:00 PM. Eastern Standard Time, Monday through Friday (excluding holidays).
5. QEI as the single point of contact will provide all coordination with the customer and any third party if required.
6. Commencing Service, parts used during maintenance service are provided on an exchange basis. Replacement parts may be new or reconditioned, functionally equivalent to new. Replaced parts become the property of QEI.
7. Master Station Workshops with unlimited customer participation.

### **Exclusions**

Exclusions, under this Service Agreement purchased by the Customer it is understood maintenance is provided due to "normal wear and tear" and proper use of the product. QEI will not be responsible to provide service under this Agreement should such service be required because of:

- a. Failure of the product due to improper use, abuse, accident, neglect, theft, fire, water damage, war, an act of God, or an act of terrorism.
- b. Damage caused during transportation by the customer.
- c. Alterations, modifications, system upgrades/downgrades, attempts to repair without QEI's consent.
- d. Causes external to the Product, including but not limited to, failure or fluctuation of electrical power, inadequate cooling, unsuitable physical or operating environment (such as corrosion).
- e. Replacement of consumable parts such as cathode ray tubes and LCD backlights/lamps are limited to failure of such parts, and does not include such occurrences as pattern burn of the screen, liquid crystal damage from physical pressure, cosmetic damage and normal wear and tear.
- f. Consumables such as magnetic tapes, CDs, anti-glare coatings on video display, print heads and maintenance kits.
- g. Training



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**Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.

**Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

**Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.

**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$1,543.00 dollars on the date of execution of this Agreement. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## ATTACHMENT A CITY OF VINELAND HP EQUIPMENT LIST

Project No.	QTY	Hardware Description	S/N
1.	3	RX2800 SERVER RX2800 SERVER RX2800 SERVER	SGH443YEPK SGH443YEPL SGH501Y3TM



## MASTER STATION SOFTWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2019 (the "Effective Date") between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Vineland, NJ with offices at 640 E. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the "Customer").

### **Service Provided**

QEI will provide the following services under this Agreement with respect to all identified Master Station Software in Attachment A.

1. Unlimited technical assistance via telephone, diagnostic modem and or VPN connection in the areas of database, communication and QEI software.
2. Within four hours of a telephonic communication from the customer of a reported problem, Customer will be contacted.
3. All Services to be furnished hereunder will be provided from 8:00 AM to 5:00 PM. Eastern Standard Time, Monday through Friday (excluding holidays).
4. QEI as the single point of contact will provide all coordination with the customer and any third party if required due to a hardware failure covered under a QEI Service Agreement.
5. Includes one entire Client and Server Software upgrade per year.
6. Includes access to QEI's Patch Management System (QPMS).
7. Includes access to the QPMS NERC Rider (for additional cost) when purchased concurrently (required) with this Agreement. QPMS will offer updates, notifications and patches for QEI Software and OS.
8. Master Station Workshops with unlimited customer participation.

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Does not include technical support for the addition of new software, configuration, training, hardware peripherals, network topology or any other changes beyond SCADA System configuration at the time this agreement was signed.
- b. Damage caused by the customer.
- c. Alterations, modifications, system upgrades/downgrades, attempts to repair without QEI's consent.
- d. On-site services.
- e. Training

### **Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.



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**Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

**Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.

**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$12,470.00 dollars on the date of execution of this Agreement. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## ATTACHMENT A TDMS-PLUS LICENSED PRODUCTS

Project No.	Software Description	License Quantity
15004	TDMS-PLUS	2
	COMMAND SEQUENCE	1
	OPEN DATA ACCESS (ODA0	1
	SCAN TASK (DNP 3.0)	1
	EALARMS	1
	WORLDVIEW	1
	VOLT/VAR OPTIMIZER	1
	WEB REPORTS	1
	MULTISPEAK	1





## **“Onsite Support” SERVICE AGREEMENT**

Agreement dated this 1st day of April 2018 (the “Effective Date”) between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and City of Vineland, NJ with offices at 640 E. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the “Customer”).

### **Service Provided**

QEI will provide the following services under this Agreement.

1. Single 3-day trip onsite, portal to portal. NOTE: Requires minimum two (2) week advance notice.
2. Fourth and Fifth day can be purchased at \$1,650.00 per day
3. All services to be furnished hereunder will be provide from 8:00 AM to 5:00 PM, Eastern Standard Time. Monday through Friday (excluding holidays)

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Weekend travel. NOTE: Available for additional cost.
- b. Rescheduling, in the event the trip is reschedule, canceled, all cost associated to this change are above and beyond the Agreement price and will be billed at cost.

### **Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.

### **Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

### **Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.



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**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$ 5,792.00 dollars on the date of execution of this Agreement. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **“Web Training” SERVICE AGREEMENT**

Agreement dated this 1st day of April 2019 (the “Effective Date”) between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and City of Vineland with offices at 640 E. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the “Customer”).

### **Service Provided**

QEI will provide the following services under this Agreement.

1. Includes QEI hosting web portal.
2. Training will be held in minimum one-hour increments.
3. All training to be furnished hereunder will be provided from 8:00 AM to 5:00 PM, Eastern Standard Time, Monday through Friday (excludes holidays).
4. Additional time can be purchased at the published per diem rate.

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Only includes one (1) QEI End User permitted to participate in the training.
- b. On-site services

### **Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.

### **Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

### **Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.



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**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$ 940.00 dollars (4 hrs.) at a rate of \$235 per hour. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## CONFIGWIZ SOFTWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2019 (the "Effective Date") between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Vineland, NJ with offices at 640 E. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the "Customer").

### **Service Provided**

QEI will provide the following services under this Agreement.

1. Unlimited technical assistance via telephone, diagnostic modem and or VPN connection in the areas of configuration, communication and QEI software.
2. Within four hours of a telephonic communication from the customer of a reported problem, Customer will be contacted.
3. All Services to be furnished hereunder will be provided from 8:00 AM to 5:00 PM. Eastern Standard Time, Monday through Friday (excluding holidays).
4. QEI as the single point of contact will provide all coordination with the customer and any third party if required due to a hardware failure covered under a QEI Service Agreement.
5. Software updates as required.
6. Includes access to QEI's Patch Management System (QPMS).
7. Includes access to the QPMS NERC Rider (for additional cost) if purchased concurrently with this Agreement. QPMS will offer updates, notifications and patches for QEI Software and OS.
8. ConfigWiz Software Workshops with unlimited customer participation.

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Does not include technical support for the addition of new software, configuration, training, hardware peripherals, network topology or any other changes beyond Hardware configuration at the time this agreement was signed.
- b. Responsibility for the setup, interface, configuration and operation of third party equipment. NOTE: Support provided due to third party equipment failure is subject to billing at published per diem rates.
- c. On-site services.
- d. Training

### **Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.



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**Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

**Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.

**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$2,421.00 dollars on the date of execution of this Agreement. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## DIAGNOSTIC MAINTENANCE SERVICE AGREEMENT

Agreement dated this 1st day of April 2019 (the "Effective Date") between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Vineland, NJ with offices located at 640 E. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the "Customer").

### **Service Provided**

QEI will provide the following services under this Agreement in regards to the SCADA Master Station Software.

1. Conduct a total system check (see attached check list) of the QEI Master Station and external interfaces via a VPN connection. Customer will provide VPN credentials, date, time and access to the system. Ninety (90) minutes access for diagnostic service is required.
2. System check will include the overall system health and individual SCADA nodes accessible through the VPN connection. Services will include a detailed review of database, configuration and communication reliability.
3. System check will be performed twice per year.
4. All Services to be furnished hereunder will be provided from 8:00 AM to 5:00 PM. Eastern Standard Time, Monday through Friday (excluding holidays).
5. Written Diagnostic Report will be provided which will include findings and recommendations.

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Upgrades, configuration, database development, network changes.
- b. Repairs whatsoever
- c. On-site services.
- d. Training

### **Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.

### **Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.



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**Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.

**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$1,000.00 dollars on the date of execution of this Agreement. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## AUTOMATION HARDWARE SERVICE AGREEMENT

Agreement dated this 1st day of April 2019 (the "Effective Date") between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Vineland, NJ with offices at 640 East Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the "Customer").

### **Service Provided**

QEI will provide the following services under this Agreement.

1. Unlimited Factory Repair Service, including inspection, parts, labor and recalibration as needed on all QEI manufactured Hardware.
2. Within four hours of a telephonic communication from the customer of a reported problem, Customer will be contacted to be given an Return Authorization Number (RMA) to return hardware in need of repair, FOB Factory.
3. Hardware will be returned in the same manner if was received. Ex. Overnight delivery, will be returned overnight, Ground deliveries will be returned ground.
4. All Services to be furnished hereunder will be provided from 8:00 AM to 5:00 PM. Eastern Standard Time, Monday through Friday (excluding holidays).
5. Unlimited technical support in helping isolate malfunctioning QEI hardware.
6. In the event the board is deemed "unrepairable", QEI will offer a replacement or equivalent at a 40 percent discount off of List Price.
7. Includes access to QEI's Patch Management System (QPMS)
8. Includes access to the QPMS NERC Rider (for additional cost) when purchased concurrently (required) with this Agreement. QPMS will offer updates, notifications and patches for QEI Software and OS.
9. Automation Hardware Workshops with unlimited customer participation.

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Damage caused during transportation inbound to QEI.
- b. Alterations, modifications, attempts to repair without QEI's consent.
- c. Software configuration, database support.
- d. On-site services
- e. Training



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**Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.

**Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

**Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.

**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$12,069.00 dollars on the date of execution of this Agreement. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **“After Hours” SERVICE AGREEMENT**

Agreement dated this 1st day of April 2019 (the “Effective Date”) between QEI, with offices at 45 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and City of Vineland, NJ with offices at 640 E. Wood Street, 2<sup>nd</sup> Floor, Vineland, NJ 08361 (the “Customer”).

### **Service Provided**

QEI will provide the following services under this Agreement.

1. Technical assistance via telephone, diagnostic modem and or VPN connection.
2. Within one hour of a telephonic communication from the customer of a reported problem, customer will be contacted. Three-hour commitment to be online/dialed-in.
3. All services to be furnished hereunder will be provided from 5:00 PM to 8:00 AM, Eastern Standard Time, Monday through Friday. Twenty-four (24) hour coverage on Weekends and Holidays.

### **Exclusions**

Exclusions under this Service Agreement include:

- a. Software upgrades, patches and or enhancements.
- b. On-site services
- c. Training

### **Indemnification**

In no event shall QEI be liable for any incidental, direct, indirect, special, consequential damage of any type whatsoever, including but not limited to, loss of profits, down time, removal and reinstallation costs out of or related in any respect to the services provided.

### **Limitation of Liability**

Liability of QEI, LLC shall be limited to the purchase, repair or replacement price of the specific product. QEI shall not be liable for loss of data, profits or nonuse of product. QEI will not be liable for damages suffered by the customer except in the case of negligence of QEI, its agents, employees or subcontractors. No agreement varying or extending the foregoing warranties, remedies or this limitation of liability will be binding upon QEI unless the same is expressly contained in writing and signed by an officer of QEI.

### **Terms and Termination**

The term of this Agreement will be for a period of 12 months after the Effective Date. Customer can terminate this Agreement at any time with or without cause by giving QEI sixty (60) day written notice that will terminate the Agreement at the end of the second full month after the notice was received by QEI.



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**Hiring Restrictions**

For the term of this agreement and for a period of one (1) year thereafter, customer agrees not to hire, solicit or accept solicitation through employment as an independent contractor, or otherwise, of any QEI employees, or subcontractors, with whom it has had contact in the course of any of the services or work which are the subject of this agreement without the prior written consent of QEI, as applicable. Should the customer employ an employee of QEI through employment or hire QEI's subcontractor within this time period without QEI's written consent, as the case may be the customer shall immediately pay as liquidated damages to QEI an amount equal to six (6) months compensation at the rates paid by QEI as the case may be, to such employee, agent or subcontractor.

**Payment**

The Customer agrees to pay for the services as described in the amount of \$1,955.00 dollars for enrollment on the date of execution of this Agreement, PLUS \$245 per hour, minimum one (1) hour for all calls. Payment terms are due within thirty (30) days from date of receipt of invoice and will be issued beginning on the "effective date" specified in the Agreement. QEI reserves the right, at its sole discretion, immediately terminate this Agreement or temporarily suspend its performance for nonpayment of any past due invoice that the Customer has failed to pay or cure within fifteen (15) days after mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, LLC  
Signature

CITY OF VINELAND, NJ  
Signature

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_