



## **RE: CONTRACT RESOLUTION WITH DYNATOUCH FOR PAYMENT KIOSKS AND IMPLEMENTATION SERVICES**

### **Background:**

As part of the 2023 Capital Improvement Plan, we have budgeted for payment kiosks. These kiosks will allow for our customers to make payments after hours at their convenience. DynaTouch is the vendor who makes the kiosks that are compatible with the new payment processor the City will be using when the BS&A ERP conversion is complete.

### **Analysis:**

One of our strategic priorities under high performance government in our strategic plan is to improve processes and productivity across all departments. These kiosks will help to fulfill action plans 1 and 2 under this initiative by streamlining processes and updating levels of technology.

### **Recommendation:**

Staff recommends passage of this resolution.

### **MEMO SUBMITTED BY:**

**Jennifer Evans** | Director of Finance

jevans@nixa.com | 417-724-5625

**RESOLUTION NO. 2023-17**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH DYNATOUCH CORPORATION FOR PAYMENT KIOSKS.**

**WHEREAS** City Council, by passage of Resolution No. 2022-123, adopted the 2023-2027 Capital Improvement Program (“CIP”); and

**WHEREAS** included in the CIP is a project for the purchase of payment kiosks to allow for the payment of certain City services at more convenient hours (“Project”); and

**WHEREAS** City Council desires to authorize the City Administrator to execute the Contract attached hereto as “Resolution Exhibit A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:**

**SECTION 1:** The City Administrator, or designee, is hereby authorized and directed to enter into a contract with the Contractor. Said contract to be in substantially similar form as the document attached hereto, and incorporated herein by this reference, as “Resolution Exhibit A.” The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

**SECTION 2:** This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

**ADOPTED BY THE COUNCIL THIS 10<sup>th</sup> DAY OF April, 2023.**

ATTEST:

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

**APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

April 4, 2023

Bryan Hawk  
Utility Account Specialist Supervisor  
City of Nixa Missouri  
707 W. Center Circle  
PO Box 395  
Nixa, MO 65714

RE: Payment Kiosks Purchase Order # P005418

1. DynaTouch acknowledges that total travel expenses are already included in the approved quotation dated 3/20/2023. No additional payments for travel or travel related expenses beyond the original signed quote will be incurred by the City of Nixa.

2. DynaTouch will ship 3 Indoor BillPay Kiosks F.O.B. Origin from the DynaTouch warehouse to:

**Nixa Utility Office**  
**707 W. Center Circle**  
**Nixa, MO 65714**

**POC: Bryan Hawk**  
**Phone: 417-725-3229**

3. DynaTouch will ship and has included all expected costs in the original quote. No additional payments for shipping or shipping related expenses beyond the original signed quote will be incurred by the City of Nixa.

Acknowledgement by:



Paul Stahl  
Vice-President of Sales  
DynaTouch Corporation



## Standard Purchase - Terms & Conditions

### Delivery

Estimated Delivery: 12-16 weeks after receipt of deposit. Subject to supply chain availability. Delivery date will be confirmed upon receipt of order. Delivery date will be scheduled only after the initial payment has been received, as set forth in the within and foregoing Quote (see Payment section below).

### Shipping

FOB Origin. Shipping is not included in the price unless specifically discussed with client and reflected on the price quote. Upon non-renewal or termination, the Customer may be responsible for any return shipping costs.

### Travel and Expenses

The customer is responsible for all travel and expenses incurred in the course of providing the goods or services specified in the agreement. All travel will comply with the current Harris travel policy. The policy will be provided upon request. Travel expenses include, but are not limited to, transportation costs, lodging, meals, and any other expenses related to travel. The Customer will be billed for all travel and expenses on a monthly basis, along with any other charges specified in the agreement. The customer agrees to pay all travel and expenses in full within 30 days of receipt of the invoice. If the customer disputes any travel and expense charges, they must provide documentation of the disputed charges within 14 days of receipt of the invoice.

### Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the ""Warranty Period""), with optional extended warranties offered (see Quote details). During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at Customer's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

### Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. BOTH PARTIES AGREE THAT DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN



THE AGGREGATE FEES PAID TO DYNATOUCH BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

- ii. IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRR ESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.
- iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

### Software Rights Granted and Reserved

The right to use any software provided by DynaTouch (the "Software") is pursuant to the following conditions:

1. The Software may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Software as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Software for time-sharing or bureau use or to publish or host platform for others to use; or (v) take any actions that would cause the Software or to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software.
3. DynaTouch Software is licensed, not sold. Customer acknowledges that the Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person.
4. Customer agrees to take reasonable and necessary precautions to secure and protect the kiosks and the Software. Customer shall defend, indemnify and hold harmless DynaTouch for any losses or damages caused by a failure of kiosk site security and criminal misconduct directed at or involving or impacting the kiosk(s)

### Payment

50% deposit due with order; balance due when ready to ship. We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases are acceptable, subject to additional standard fees charged to the customer of 3% of total paid. DynaTouch accepts VISA and MasterCard. Credit card orders require full cardholder information at the time of placing an order.



The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas. Government client terms are Net 30.

#### **Return Policy**

All sales are final.

#### **Late Charge**

If DynaTouch does not receive payment of said amount due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law or (b) 1.75% per month, or 21% per annum, of the total of the Balance Due, whichever is less.

#### **Maintenance Contracts**

All charges for maintenance contracts, regardless of the length of the contract, are due in full as of the effective date of the contract, unless arrangements are made for other payment terms prior to purchasing by calling 210-828-8343.

#### **Storage**

A storage fee of \$50 per unit per month will be assessed starting 30 days after the Tender of Delivery Notice is sent.

#### **Return Check Charge**

DynaTouch will impose a \$35 return check charge for all checks returned to us unpaid.

#### **Security Interests**

DynaTouch reserves a purchase money security interest in all products purchased to secure payment. You agree to cooperate with any filings necessary to protect such security interests, as and if requested.

#### **Default**

You are in default of this Agreement if you: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including reasonable attorney's fees and expenses.

#### **Warranty Disclaimer**

DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.



**Credit Approval**

This Agreement shall not be effective and binding on us and this Agreement shall not be active until such time as we have advised you it has been approved by our Accounting Office.

**Governing Law**

This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action relating to this Agreement shall be the County of Bexar, State of Texas.

**Assignment**

DynaTouch may not sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without your consent which consent shall not be unreasonably withheld. You may not sell, assign or transfer your Obligation without DynaTouch’s consent which consent shall not be unreasonably withheld

**Entire Agreement**

This Agreement constitutes the entire agreement between you and DynaTouch and supersedes all of our prior written and oral agreements and understandings relating to the subject. DynaTouch may at any time, subject to applicable law, change or alter the terms and conditions stated herein governing the Agreement. DynaTouch, within this agreement is referred to as "DynaTouch" and the words "you" and "your" refer to the Customer for which this quote is being processed. This Agreement will not be interpreted more favorably for or against a party on account of drafting.

**Company Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

**DynaTouch**

Signature: Paul Stahl \_\_\_\_\_

Name: Paul Stahl \_\_\_\_\_

Title: Vice President, Sales & Marketing \_\_\_\_\_

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



**Ship To (Please Complete)**

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# HUG (Harris Utility Group) BillPay Kiosks

## Floor Standing, Full Service (Credit Card, Check & Cash)

**Prepared For:**

City of Nixa  
Bryan Hawk | Utility Account Specialist Supervisor

**Quote Date:** 03/20/23

**Quote No:** Open Market

**Prepared By:**

Wendall Welborn | wwelborn@harriscomputer.com | 601-319-8974  
Paul Stahl | paul.stahl@dynatouch.com | c. (210) 240-9020

**Proprietary Notice:**

This document includes information that shall not be disclosed outside the relationship between DynaTouch Corporation and the person, agency, or organization (the "Client") to which this document has been issued. This document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information contained within.

### Variables

**Total #Kiosks**

Qty

3

**Payment Processor:**

Invoice Cloud

**CIS:**

Tyler moving to BS&A

Hardware Options

- Mag stripe card reader? Yes
- Check scanner? Yes
- Cash acceptance kit? Yes
- Cradlepoint Cellular Router device (Cellular data plan sold separately)? Yes

Software Options

- Include HUG Credit Card Payment Module? Yes
- Include HUG Check Payment Module? Yes
- Include HUG Cash Payment Module? Yes
- Include HUG Administration Portal? Yes

Service & Support Options

- Include On-Site Hardware Installation? Yes
- Include Telephone Support for Hdwr Installation by Others? No
- Include On-Site Training? Yes
- Include Webinar Training? No
- Include On-Site Hardware Maintenance? Yes
- Include Antivirus, Security & Patch Management Services? No
- Include Cellular Data Services? No



# Pricing Options

## Kiosk Purchase w/ Annual Support

Item Description	Qty	Unit Price	Extended
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package	3	24,155.00	72,465.00
Configuration & Customization Services	1	5,850.00	5,850.00
Implementation & Deployment Services	1	10,407.75	10,407.75
<b>Total For Base Period (Including Year 1 Maintenance/Support)</b>			<b>\$ 88,722.75</b>
<b>1st Renewal / Year 2 Maintenance/Support</b>			<b>\$ 17,985.00</b>
<b>2nd Renewal / Year 3 Maintenance/Support</b>			<b>\$ 18,528.00</b>
<b>3rd Renewal / Year 4 Maintenance/Support</b>			<b>\$ 19,454.40</b>
<b>4th Renewal / Year 5 Maintenance/Support</b>			<b>\$ 20,427.12</b>

## KaaS (Kiosk-as-a-Service), 36-Month Minimum, FLAT

Item Description	Qty	Unit Price	Extended
One Time HUG Bill Pay Kiosk Setup Charge	3	8,349.05	25,047.15
Monthly Kiosk as a Service Rate	3	1,043.63	3,130.89

(Prices valid for 30 days from above date; does not include any applicable sales taxes.)

Estimated Delivery: 12-16 Weeks ARO (subject to supply chain availability) (firm delivery date confirmed upon receipt of order)

Shipping: FOB Origin.

**Payment Terms: 50% Due w/ Order, Balance Due When Shipped**  
**DUNS: 05-852-5239 | CEC: 05-953-533-G | TAX ID: 74-2193178**

**DynaTouch is a fully-owned subsidiary of Harris Computer Corporation**

# Bill of Materials

## HUG Bill Pay Kiosk

Description	Qty	Unit	Notes
<b>HUG Bill Pay Kiosk Hdwr, Sftw &amp; Support Package</b>			
<b>Hardware (Floor Standing Kiosk w/ 22" Touchscreen)</b>	3	Each	
Enclosure			
- Metal kiosk enclosure w/ durable, scratch resistant powdercoat finish			
- LED light box for graphics			
- Standard powdercoat color (6 color choices)			
- 1 accent color (6 color choices)			
- Amplified dual-speaker sound system			
- External audio headset connector			
- Hinged access door for servicing components			
- Lock and key entry			
- Topple resistant base plate			
- All data and power cables, surge suppressors, vents, fans			
Components / Peripherals			
- 21.5" LCD touchscreen monitor, USB interface			
- Small form factor PC w/ high-speed Intel processor and Windows 10 Pro (64 bit)			
- Bar code scanner (to scan bill stubs)			
- 80mm thermal receipt printer			
- Video camera (web cam)			
- 802.11 wireless connectivity			
Packing/Shipping/Handling			
- Packaging (for Continental U.S. delivery)			
- <b>SHIPPING NOT INCLUDED. Client Supplied Carrier.</b>			
Overall Dimensions			
65"H x 25.5"W x 22"D			
Hardware Options			
- Mag stripe card reader	3	Each	Included
- Check scanner	3	Each	Included
- Cash acceptance kit	3	Each	Included
1200 note bill validator			
High security lock w/ 2 keys			
Secure locking box for cash handling			
- Additional locking box for cash handling	3	Each	Included
- <b>Kaba Mas Lock Upgrade (for Armoured Car access)</b>	3	Each	Included
- <b>Cradlepoint Cellular Router device (Cellular data plan sold separately)</b>	3	Each	Included
<b>Software Subscriptions (Software as a Service)</b>			
<b>Payment Software</b>			
HUG Credit Card Payment Module	3	Each	Included, Optional
HUG Check Payment Module	3	Each	Included, Optional
HUG Cash Payment Module	3	Each	Included, Optional
HUG Administration Portal	3	Each	Included
<b>Kiosk Management Software</b>			
TIPS Pro Plus (Kiosk Client Module)	3	Each	
TIPS Remote Monitoring Module	3	Each	
<b>Support Services</b>			
Live Help Desk Support (Mon-Fri, 7am-7pm)	3	Each	
Component Repair/Replacement	3	Each	
On-Site Maintenance Support (CONUS)	3	Each	Included, Optional
Proactive Remote Monitoring Services	3	Each	Included, Optional
Cellular Data Service	0	Each	Not Included



Powered by  
**TIPS** Kiosk Management Software  
Already approved to operate on government networks!



<b>Configuration &amp; Customization Services</b>			
<b>GUI Configuration &amp; CIS Integration</b>	1	Lot	Included
Includes an allowance for services to configure the HUG Bill Pay Kiosk for Client's payment flow process, as well tailor the solution to the specific CIS and Payment Processing providers. Should the system design and configuration requirements identified during the Requirements Definition effort exceed this allowance, additional charges may apply. A firm estimate will be provided in			
Project Kickoff & Preliminary Design Discussions	1	Each	
Solution Design & Implementation Planning	1	Each	
Customized Skin (logo only)	1	Set(s)	
Customized Attract Loop Graphics (logo and color)	1	Set(s)	
Payment Processor Integration	1	Each	<i>Invoice Cloud</i>
CIS Integration	1	Each	<i>Tyler moving to BS&amp;A</i>
Merchant Services Integration	0	Each	
End-User Testing & Support	1	Each	
<b>Custom Content Options</b>			
Customized Skin (logo and 1 accent color)	0	Set(s)	
Custom Attract Loop Graphics / Digital Signage	0	Each	
Other (please specify)	0	Each	
<b>Kiosk Powdercoat &amp; Signage Customization</b>			
Alternate Powdercoat Color	0	Set(s)	Not Included
Non-Standard/Custom Powdercoat Color	0	Set(s)	Not Included
Services to Tailor Kiosk Signage Artwork Templates (logo)	1	Set(s)	Included, Optional
Services to Create Custom Kiosk Signage Artwork	0	Set(s)	Not Included
<b>Implementation &amp; Deployment Services</b>			
<b>Pre-Shipment Services</b>			
Hardware/Software/Content Integration & Testing (Standard Kiosk)	3	Each	
Cellular Data Setup Services	0	Each	Not Included
Site Coordination by Project Manager	3	Site(s)	
<b>Post-Shipment Services</b>			
On-Site Hardware Setup & Installation (Standard Kiosk, CONUS)	3	Each	Included, Optional
Return Trip Charge if Site Not Ready (CONUS)	0	Each	Not Included
Telephone Support for On-Site Setup/Installation by Others	0	Each	Not Included
On-Site Training by DynaTouch Professional (CONUS)	1	Each	Included, Optional
- Add'l Sessions within 50-mile Radius (CONUS)	2	Each	
- Add'l Sessions within 150-mile Radius (CONUS)	0	Each	
Webinar Training by DynaTouch Professional	0	Each	
Post-Installation Professional Services	0	Hours	Not Included

## Renewal / Option Years

Description	Qty	Unit	
<b>Maintenance, Subscriptions &amp; Ongoing Support Services</b>			
<b>Software Subscriptions (Software as a Service)</b>			
<b>Payment Software</b>			
HUG Credit Card Payment Module	3	Each	Included, Optional
HUG Check Payment Module	3	Each	Included, Optional
HUG Cash Payment Module	3	Each	Included, Optional
HUG Administration Portal	3	Each	Included
<b>Kiosk Management Software</b>			
TIPS Pro Plus (Kiosk Client Module)	3	Each	
TIPS Remote Monitoring Module	3	Each	
<b>Support Services</b>			
Live Help Desk Support (Mon-Fri, 7am-7pm)	3	Each	
Component Repair/Replacement	3	Each	
On-Site Maintenance Support (CONUS)	3	Each	Included, Optional
Proactive Remote Monitoring Services	3	Each	Included, Optional
Cellular Data Service	0	Each	Not Included
Post-Installation Professional Services	0	Hours	Not Included