

Project Name: Atascosa County Elections - DMS3 (3 users) AutoSync, Sweep, CFP, Identihide
Project Contact: Cathryn Selter
Email of Project Contact: elections@co.atascosa.tx.us
Phone of Project Contact: 830-769-1215

914 Main Street Suite 115
 Jourdanton, TX 78026

VistaSG Tax ID# 20-2204925
QuotellID: Atascosa_County_Elections_08282024
VSG Associate: BO_RS
Quote Date: August 28, 2024
Quote Expires: October 31, 2024

Purchasing/Paying Agent Contact Information: SAME AS ABOVE

Product Licenses	QTY	Unit Price	Cost (One Time)
DMS3 License (*3 users ADD Back UP & Waive per CEO for client being previous customer)	1	\$3,600.00	\$0.00
AutoSynch/Sweep Module (*Waived for client loyalty & Add ABBM at No Cost)	1	\$3,000.00	\$0.00
Campaign Finance Portal	1	\$1,000.00	\$0.00
Identihide	1	\$2,500.00	\$2,500.00
Total Licenses			\$2,500.00
Professional Services	Qty/Hrs	Unit Price	Cost (One Time)
Project Management (Confirming, Scheduling, Coordinating, Communications with respect to the project)	3	\$150.00	\$450.00
Enviroment Set Ups/File Transfers/Install Libraries	3	\$300.00	\$900.00
Product Configurations & Project Set Up	6	\$450.00	\$2,700.00
Quality Assurance Testing(QA)	3	\$600.00	\$1,800.00
User & Admin Documentation	3	\$200.00	\$600.00
Total Professional Services			\$6,450.00
Subscriptions *Includes Initial Training UAT and Ongoing Maintenance/Support			Cost (Reoccurring Annually)
DMS3 License (*ADD BACK UP & 3 Users)	1	\$1,800.00	\$1,800.00
AutoSynch/Sweep/*Add ABBM at no cost	1	\$1,500.00	\$1,500.00
Identihide	1	\$750.00	\$750.00
Campaign Finance Portal	1	\$750.00	\$750.00
Total Annual Subscriptions			\$4,800.00
Total Project			\$13,750.00

PROJECT SUMMARY
 This is our recommendation to the Atascosa County Elections desire to go from paper to digital, but implement the digital footprint first. These solutions are designed to help meet these challenges "head on." It starts with our Digital Records/Document/Filing and Archiving system called VistaSG dms3, which is designed for any county, city, state or federal department documents. Applying the VistaSG dms3 allows for those documents to be scanned in the correct and appropriate filing system, which eliminates risk of misplacement as well as hours, days and weeks of scanning and data entry. The customer will have the automation tools to help manage DPS applications and Voter registration cards. With the addition of our campaign finance portal, candidates will be able to submit their financial reports.

Acceptance

Client: _____ **Date:** _____
 Print Name / Authorized Person / Signature

VistaSG: Michael J. Hundley / CEO / Michael J. Hundley **Date:** Wednesday, August 28, 2024
 Print Name / Title of VistaSG Officer / Signature

Scope of Work	
Licenses:	Licenses assigned, keys registered, and VistaSG with Client determines location for install. Once determined, VistaSG will evaluate resource & security feasibility prior to install.
Professional Services:	Business analysis insures the application(s) will perform as desired. Project Management includes verification/kickoff call, as well as the scheduling for production time. Enviroment set up is a review of the location for file transfers and installation to take place. Configurations are Client determined and the software is configured to meet expectations. QAT & UAT is to make sure the software performs prior to training. Communications and oversight are included in Professional Services to meet the standards set by VistaSG and the Client.
Training:	Once installation, configuration and both internal as well as user testing is completed, training will be scheduled by both parties on the first available date. Training will be done virtually only. Onsite live training can be quoted if requested.
Documentation:	User guides and in some instances installations guides will be provide digitally. Paper copies will require an extra charge for printing, handling and shipping.
Support:	Upon completion of all professional services the project is considered complete. Thus, the Client will be on annual support.

Requirements:
 The Quotation presented must be signed to begin the project. At that time, invoicing for all Licenses, Custom Development, and Professional Services is 100% due. Annual Support & Maintenance will be due upon the installation of the project after Quality Acceptance Testing. Client training, determination of "Production Ready," or "Go Live" is NOT a determination of whether payment due.

2. Client understands and fully agrees the licenses and professional services fees are to set up, install and use the software on a go forward basis (annually). Client further understands that the Annual Support and Maintenance is to ensure the performance of the software following installation and training is part of the User Acceptance Testing (UAT) process. This is to correct any issues related to the configurations of the software itself. Performance issues as a result of User Error, or Client Network or Environmental factors caused by dated hardware, low memory, failure to shut off computers, non-VSG software updates, anti-virus rules or permissions, or changes to entitlements on the Client network, changes to the location of the VistaSG application and its supporting files, changes to any original configurations including Client deletion of applications, or any interference by Client, Client staff or Client use of outside 3rd parties (ie, IT Consultants, Antivirus, Software updates other than VistaSG) is NOT warranted NOR is covered under VSG support agreement, of which is standard. While VSG will make every attempt to assist clients on these issues not related to VSG software, Client understands this is not covered and agrees to pay for all services following installation of the licenses and original configurations the client requested.

3. Any changes requested from the original request, modifications to projects, location of installation, added users, deleted users, more memory, deletions of applications by clients, changing operating systems, changing hardware, an deletions that disable VistaSG software without VistaSG's advanced knowledge, input, and assistance is NOT covered under maintenance and support. These activities will require a Change Order at a cost (See 4 below) for those to be addressed. Should those situations present themselves, Client understands that a separate Quote for payment will be required to reinstall or remedy issues that are described above. This is considered part of professional services, which are at the rate of \$150/per hour with a minimum of 2 hours for each instance. The Client further understands and agrees to those listed above. Client also understands that any breach to the software, or files from it such as a virus to the software and systems is not the responsibility of VistaSG. In no way will VistaSG be responsible for these breaches.

4. All services are provided securely, and remotely. Should travel be requested or required, a separate Change Order Quoted for travel costs will be provided to the Client. This must be signed and approved prior to VistaSG traveling. These will be due and payable to VistaSG upon completion of the travel. Costs are based on IRS guidelines to cover preparatory, resource, travel, hotel, meals, and other related expenses, plus the cost of time at \$150/hour per person engaged for the travel time to and from, as well as any overtime, but capped at 12 hours per day.

5. VistaSG will provide an appropriate, qualified staff to perform all VistaSG tasks including delivery of licenses, professional services, training and support in accordance with project requirements. Client will provide an appropriate resource, qualified associate who will be responsible for Client tasks. Client understands that this is required to complete the project within a timely manner. Failure to provide adequate staff, access and resources will delay the project.

6. Client understands and fully agrees to make available all resources necessary by VistaSG for assistance during installations, problem resolutions, and training. Client understands that Client failure to make these provisions may result in additional professional services charges. Without these resources, VistaSG cannot identify, correct or remediate with any level of reliability or guarantees to warrant the work. See # 2

7. Client understands and fully agrees that if the project is cancelled prior to completion, a notice of termination in writing to VistaSG is required, at which time full payment for any licenses delivered and any all professional services will be due at that time. Additionally, Client agrees that any reimbursement for any travel-related costs, and expenses associated with the project will be due. Upon payment VistaSG, as a courtesy will gladly remove any of VistaSG software and related files, as well as wipe clean the use of the space allocated for the project. Client decision to keep the files or have them cleaned is NOT a determination of payments due.

8. Client understands and fully agrees that they are responsible for the host environment adequacy to support all required technology including scanners. This is so that all VistaSG software is able to perform as expected. Note VistaSG applications are either local installs, web-hosted or cloud-based and in any instance Client must provide the proper hardware, otherwise VistaSG cannot warrant the performance of the software. Of course, VistaSG will make every attempt to ensure that the resources are reviewed for adequacy at the time of installation. Following that determination, VistaSG does not guarantee that the software will perform should Client further stress the system memory.

9. Client understands and fully agrees that any of the Client network or hardware systems related issues, or that of any 3rd party software-environmental or network-related issues are, and will NOT be supported by VistaSG. This includes scanners, printers, their related software, phones, or other software and hardware related to the issues causing VistaSG solutions to perform.

10. Invoicing will be due as follows unless otherwise agreed to in writing between the Client & VistaSG: Licenses or Customer Development and Professional Services are 100% due upon signature. 100% of first year's Annual Support and Maintenance is due upon completion of Quality Assurance Testing (QAT), as the client will have all installs configured and tested. The Client understands and agrees that their decision to reschedule user acceptance testing/training (UAT), Training, or make a determination to go into "production use" or "go live" is NOT a determination of when or if a payment is due. Payment is due upon completion of installation and quality assurance testing (QAT). No exceptions. The Client understands and agrees that they will be receiving the product and it's sources on their own account, and further agrees that this is the acceptance of our products and services in its entirety of which the Client is to pay for it in full. Attempts to collect past due balances are indicative of the Client being on maintenance and support, and failure to pay will result in a disruption of services. Additionally, Client also agrees that work performed is on the basis of time and materials and in no event shall the Client be released from obligation for these payments due regardless of their decision to not or no longer use the software. Client understands that invoices are generated to perform work and agrees to pay when such work described above is performance and is delivered to client environment.

11. Annual subscription includes enhancements to the software at no additional charges, unless otherwise agreed by both parties. Client understands and agrees that 100% of all invoices are due upon final completion of project and that the Client will honor those or that any Services or Support will be terminated. The Client also understands and agrees to annual use and billing for use of the software thereafter and that failure to notify VistaSG will result in continued support, and thus payment will be due and Client Agrees to this. Client further agrees that cancellation of the Annual Support is a subscription cancellation and Client Use of the Software and data in any way does constitute the Client Use of the software and thus will own the Annual Subscription. Upon Cancellation, client may request VistaSG to "wipe the applications for dms3" off their system. HOWEVER, Client documents and data will NOT be withheld by VistaSG upon formal cancellation. Should the Client desire to have their documents and data to another system, under Annual Support this is done as a courtesy. Should client not Pay their Bill, the charge to move the documents will be a CHANGE ORDER and quoted. the system will be frozen to annual maintenance and support must be submitted to VistaSG in writing no less than 45 days prior to the end of the support cycle. Otherwise, the support and maintenance will have an option to continue. Client understands that support is not refundable.

12. Client further understands and agrees to annual increases to the annual subscriptions for maintenance and support based on the following: The increases will be a based on a September CPI + 1%, but no less than 2.0% each year to cover the costs of inflation. This increase includes any of the licenses or subscription services delivered to the Client by VistaSG.

13. VistaSG warrants the performance of their software, and in the event it fails to perform as stated, VistaSG will refund the Client for .01% of the licenses purchased by the Client. In the event the software does not perform due to Client environmental, workstation, server, network, other hardware, scanner, or internet/intranet connectivity issues, or other limitations based on hardware or IT rule sets preventing the software from performing (ie, blocked unnecessarily by anti-virus), then client understands that VistaSG will not honor the warranty. VistaSG agrees to perform all services in good faith and with the intention of maximized Client satisfaction and software performance. Should any conflicts that arise that cannot be settled and both parties, Client and VistaSG, agree to mediation at each's own expense. Further reconciliation will be subjected to the laws of the Client's residing State, again of which both parties agree they will be responsible for their own legal fees. Thank you for your business and trust in VistaSG!