

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO VISTA COM'S AGREEMENT
(Pursuant to H-GAC No. RP07-20)**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Vista Com, a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Vista Com's Quote #: HOU005595 v1, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of a specified upgrade to the Eventide recorder and annual maintenance (the "Services"); and

WHEREAS, County desires that Vista Com provide Services as will be more specifically described in this Agreement; and

WHEREAS, Vista Com represents that it is qualified and desires to perform such Services;
and

WHEREAS, the parties wish to utilize the Houston-Galveston Area Council ("H-GAC") Contract No. RP07-20, incorporated fully by reference as if set forth verbatim below, for the purchase of the Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, Vista Com will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of H-GAC Contract No. RP07-20. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Vista Com including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late

payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by Vista Com or Vista Com's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469

3. **Limit of Appropriation.** Vista Com clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Six Thousand, Seven Hundred Seven and 00/100 dollars (\$306,707.00), specifically allocated to fully discharge any and all liabilities County may incur. Vista Com does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Vista Com may become entitled to and the total maximum sum that County may become liable to pay to Vista Com shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Six Thousand, Seven Hundred Seven and 00/100 dollars (\$306,707.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
4. **Public Information Act.** Vista Com expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Vista Com shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Vista Com for any reason are hereby deleted. Vista Com shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Vista Com, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Vista Com or any of Vista Com's agents, servants or employees.

6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Vista Com in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Vista Com hereby verifies that Vista Com and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Vista Com does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Vista Com does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Vista Com does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in

equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated into in this Addendum and Exhibit A.

9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, VISTA COM ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** Vista Com may use County's name without County's prior written consent only in any of Vista Com's customer lists, any other use must be approved in advance by County.
11. **Product Assurance.** Vista Com represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Vista Com to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vista Com will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Vista Com's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Vista Com's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
12. **Performance Warranty.** Vista Com warrants to County that Vista Com has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Vista Com will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Vista Com warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and in accordance of the requirements of H-GAC Contract No. RP07-20.
13. **Conflict.** In the event there is a conflict between this Addendum and Vista Com's Quote, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of H-GAC Contract No. RP07-20, then the terms and conditions of H-GAC Contract No. RP07-20 controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any applicable record retention laws.
18. **Personnel.** Vista Com represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Vista Com shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Vista Com shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Vista Com or agent of Vista Com who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Vista Com shall comply with, and ensure that all Vista Com Personnel comply with, all rules, regulations and policies of County that are communicated to Vista Com in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Vista Com shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Vista Com shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Confidential Information.** Vista Com acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Vista Com or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Vista Com shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Vista Com) publicly known or is contained in a publicly available

document; (b) is rightfully in Vista Com's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Vista Com who can be shown to have had no access to the Confidential Information.

Vista Com agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Vista Com uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Vista Com shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Vista Com shall advise County immediately in the event Vista Com learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Vista Com will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Vista Com against any such person. Vista Com agrees that, except as directed by County, Vista Com will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Vista Com will promptly turn over to County all documents, papers, and other matter in Vista Com's possession which embody Confidential Information.

Vista Com acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Vista Com acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Vista Com in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

21. **Independent Contractor.** In the performance of work or services hereunder, Vista Com shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Vista Com or, where permitted, of its subcontractors. Vista Com and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

22. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. **Insurance.**

- A. Prior to commencement of the Services, Vista Com shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Vista Com shall provide certified copies of insurance endorsements and/or policies if requested by County. Vista Com shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Vista Com shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Vista Com shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Vista Com warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery

period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

- D. Vista Com shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Vista Com.

24. **Remote Access.** If Vista Com requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Vista Com is granted remote access to County Systems:

- (A). Vista Com will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
- (B). Vista Com will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Vista Com will not access County Systems via unauthorized methods.
- (C). Vista Com's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Vista Com to provide Services to County pursuant to this Agreement.
- (E). Vista Com will allow only its Workforce approved in advance by County to access County Systems. Vista Com will promptly notify County whenever an individual member of Vista Com's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Vista Com will keep a log of access when its Workforce remotely accesses County Systems. Vista Com will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Vista Com's Workforce is provided with remote access to County Systems, then Vista Com's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.

- (G). Failure of Vista Com to comply with this Section may result in Vista Com and/or Vista Com's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Vista Com, is under the direct control of Vista Com, whether or not they are paid by Vista Com and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie
IT Department

VISTA COM

Robin Cleverger
Authorized Agent – Signature

Robin Cleverger
Authorized Agent- Printed Name

Sales Manager
Title

1/13/25
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Vista Com's Quote #: HOU005595 v1

Exhibit A



Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

**Ft. Bend - REVISION 12-9-24 Eventide Recorder DX VM
Upgrade Quote**

Quote # HOU005595

Version 1

Monday, December 09, 2024

Fort Bend County Sheriffs Office
Andy Patti
1410 Williams Way
Richmond, TX 77469
andy.patti@fortbendcountytexas.gov

Dear Andy,

Thank you for allowing Vista Com to prepare a quotation for your recording solution. Vista Com has over a 25 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to deliver the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find three key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

Important Note - the point at which the recorder equipment connects to the customer equipment is referred to as the demarcation point. The customer and/or its vendors are responsible for any required connections to this demarcation point such as cabling, equipment programming, or equipment relocation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,



Robin Clevenger
Regional Sales Manager
Vista Com



Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

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P: (800) 708-6423
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Remit, Sales and Support

Disclosures

All order cancellations are subject to a 35% restocking charge once order has been placed. Your solution is custom built for your environment. Vista Com will make every attempt to modify changes once purchase has been placed however the customer is ultimately responsible for any financial implications for order changes after the order is placed.

Solution Design - we make every attempt to ensure the attached quote is exact and matches your requirements. Please pay special attention to our description of goods and services to ensure it matches your requests. If Vista Com inspects your site location and determines that our solution does not match your communicated requirement, we will promptly revise this quote.

Customer Demarcations - The point at which the recording equipment is connected to the customer equipment is termed "demarcation point". The demarcation point can be a physical cable connection to a demarcation block or it can be a network cable connected to a customer network switch. Due to vendor and customer liabilities it is accepted that Vista Com is responsible for cabling and recorder connection from the demarcation point and the customer is responsible for all cabling, configuration, and coordination for recorded devices to the demarcation block.

Install Guide - Vista Com requires information about your network and user environment before installation of the recording solution. This information includes necessary information proprietary to the customer such as network addresses, user names/passwords, channel assignments and user rights. It is understood that the customer will answer this proprietary information to Vista Com prior to installation in order for the services to be conducted quickly and efficiently.

By acceptance of this offer you accept the disclosures above as part of this agreement.



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Ft. Bend - REVISION 12-9-24 Eventide Recorder DX VM Upgrade Quote



Prepared by:

Vista Com
Robin Clevenger
281-516-9800 ext 201
Fax (281) 518-7056
robin@vistacomtx.com

Robin Clevenger

Prepared for:

Fort Bend County Sheriffs Office
1410 Williams Way
Richmond, TX 77469
Andy Patti
andy.patti@fortbendcountytexas.gov
(281) 341-4676

Quote Information:

Quote #: HOU005595
Version: 1
Delivery Date: 12/09/2024
Expiration Date: 01/31/2025

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com is proposing an Eventide DX VM solution for recording, below is the software section of the quote. VM Hardware to be provided by Ft. Bend with the following minimum specs: The quote references HGAC RP07-20.						
The VM minimum specs are as followed: OS type as Other 2.6.x Linux 32-bit 4 Xeon or i7 cores at 2GHz or higher Two to four processor cores (four preferred) 16GB of RAM At least two NIC (E1000) LSI Logic Parallel SCSI controller Virtual Disk with 6TB of storage with at least 100MB/s write speed Power on the VM						
NexLog 740DX Software Bundle	NexLog 740DX Software Bundle Eventide User Software Bundle and Licensing	1	\$195,425.00	\$195,425.00	\$1,826.00	\$1,826.00
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	2				
	Central Square (TriTech INFORM) CAD Integration Central Square (TriTech INFORM) CAD Integration	1				
	Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata) Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata)	1				



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Sales and Support

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	Pack and Go Feature - For Export of Incident along with Pack Pack and Go Feature - For Export of Incident along with Packaged Windows-installable Player	1				
	RapidSOS Integration for wireless 9-1-1 caller location RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098).	1				
	NexLog Access Bridge License NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	4				
	Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	Screen Recording System License w/ 5 PC Licenses Screen Recording System License w/ 5 PC Licenses (Note: Due to the potential for increase storage demand we highly recommend upgrading base hard drive sizes to min 2TB)	1				
	Screen Recording Expansion License For 5 PC's Screen Recording Expansion License For 5 PC's	4				



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	Call Evaluation base-level software (20 Agents, 2 Evaluators) Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Call Evaluation base-level software (add 20 Agents) Call Evaluation base-level software (add 20 Agents, 2 Evaluators)	2				
	Enhanced Reporting Package Enhanced Reporting Package	1				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses	1				
	Add-on license pack (internal IP recording engine) Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	12				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses	1				
	Add-on license pack (internal IP recording engine) Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	2				



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Sales and Support

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	NexLog DX-Series "740 VM" Software for VMWare Inc. Virtualization NexLog DX-Series "740 VM" Software for VMWare Inc. Virtualization on customer-furnished hardware and enterprise-class ESXI operating environment, which must meet minimum operating specifications. Requires ongoing Eventide DX Software Update licenses renewal (DXSUS) for access to critical DX-Series Software & Security Updates.	1				
	NexLog DX-Series "740 VM" Software for VMWare Inc. Virtualization NexLog DX-Series "740 VM" Software for VMWare Inc. Virtualization on customer-furnished hardware and enterprise-class ESXI operating environment, which must meet minimum operating specifications. Requires ongoing Eventide DX Software Update license renewal (DXSUS) for access to critical DX-Series Software & Security Updates.	1				
	Integration to Motorola ASTRO 25 system - Subsequent ASTRO v Integration to Motorola ASTRO 25 system - Subsequent ASTRO version - SINGLE AIS	1				
	Mandatory license fee for Upgrade to a subsequent System Rel Mandatory license fee for Upgrade to a subsequent System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)	1				



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Oklahoma City, OK 73112
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www.vistacomtx.com

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9824 Whithorn Drive
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P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Remit, Sales and Support

	Integration to Motorola ASTRO 25 system - Initial ASTRO vers Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS	1				
	Mandatory license fee for Initial System Release - for end-c Mandatory license fee for Initial System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1				
	DVSI 2-Port USB Decoder Unit (Required for MotoTRBO and othe DVSI 2-Port USB Decoder Unit (Required for MotoTRBO and other supported DMR systems)	2				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	4				
	Eventide Interface license for Cisco BiB Eventide Interface license for Cisco Built in Bridge	1				

Part Number	Hardware	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com is proposing an Eventide 740 DX for redundancy of recording (12) analog radios and (12) analog 9-1-1s.						
NexLog 740DX Hardware Bundle	NexLog 740DX Hardware Bundle NexLog 740DX Base Hardware Configuration	1	\$24,150.00	\$24,150.00	\$20,222.00	\$20,222.00



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	NexLog 740 DX-Series Base System NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, dual hot- swap 120-240VAC 50/60Hz power supplies. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1				
	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses 24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses	1				
	Upgrade NexLog 740 DX-Series to 2x4TB HotSwap MegaRAID1=4TB Upgrade NexLog 740 DX-Series (at time of order) to 2x4TB HotSwap MegaRAID1=4TB storage	1				
	Integrated 7" Color LCD Touch Screen Display for NexLog 740 Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1				
	Rack Mount slides - 4 post, 3U Chassis (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
Nexlog Storage & Power Bundle	Nexlog Storage & Power Bundle Eventide User Storage & Power Bundle	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	NAS Rackmountable Appliance Based NAS Rackmount Network Attached Storage Appliance (Linux Technology) 12TB	1				



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Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash	1	\$19,361.00	\$19,361.00	\$19,361.00	\$19,361.00
Prof Service Training Bundle	Prof Service Training Bundle Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support	1	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
				\$20,761.00		\$20,761.00

Part Number	Discount	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com	Customer Discount Customer Discount	1	(\$1,580.00)	(\$1,580.00)	(\$1,580.00)	(\$1,580.00)
				(\$1,580.00)		(\$1,580.00)

Part Number	Annual Amounts	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
RTU-Y1	Year 1 SaaS Environment Price Year 1 SaaS Price	1	\$42,646.00	\$42,646.00	\$42,646.00	\$42,646.00
RTU-Y2	Year 2 SaaS Environment Price Year 2 SaaS Price	1	\$37,316.00	\$37,316.00	\$37,316.00	\$37,316.00
Annual Maintenance Contracts	Year 2 Vista Com Annual Maintenance Contract Annual Maintenance contracts	1	\$20,723.00	\$20,723.00	\$20,723.00	\$20,723.00
RTU-Y3	Year 3 SaaS Environment Price Year 3 SaaS Price	1	\$37,316.00	\$37,316.00	\$37,316.00	\$37,316.00
Annual Maintenance Contracts	Year 3 Vista Com Annual Maintenance Contract Annual Maintenance contracts	1	\$20,723.00	\$20,723.00	\$20,723.00	\$20,723.00
RTU-Y4	Year 4 SaaS Environment Price Year 4 SaaS Price	1	\$26,654.00	\$26,654.00	\$26,654.00	\$26,654.00



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Annual Maintenance Contracts	Year 4 Vista Com Annual Maintenance Contract Annual Maintenance contracts	1	\$25,723.00	\$25,723.00	\$25,723.00	\$25,723.00
RTU-Y5	Year 5 SaaS Environment Price Year 5 SaaS Price	1	\$26,654.00	\$26,654.00	\$26,654.00	\$26,654.00
Annual Maintenance Contracts	Year 5 Vista Com Annual Maintenance Contract Annual Maintenance contracts	1	\$25,723.00	\$25,723.00	\$25,723.00	\$25,723.00
\$263,478.00						\$263,478.00

Quote Summary		Amount
Software		\$1,826.00
Hardware		\$22,222.00
Services		\$20,761.00
Discount		(\$1,580.00)
Annual Amounts		\$263,478.00
Total		\$306,707.00

Payment Terms	No. of Payments		Amount
Net 30	1	None	\$306,707.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

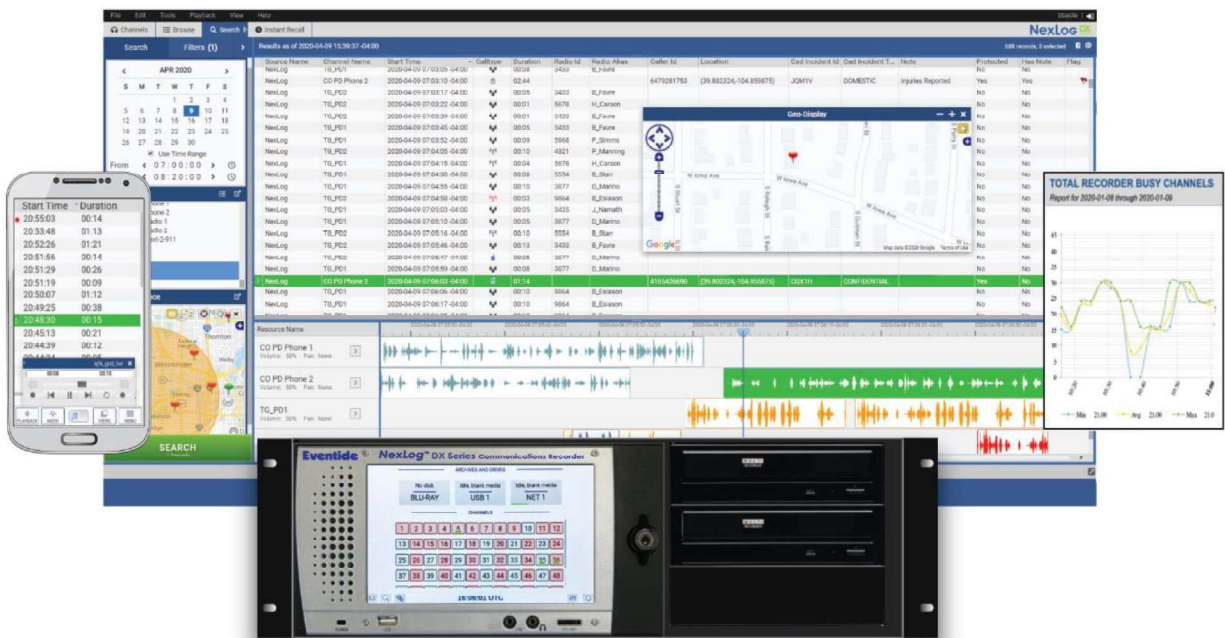
Date

Eventide®

NexLog™

DX
SERIES™

Advanced Recording Solutions for Mission-Critical Communications



Recording Systems • Software Solutions • Edge Capture Devices

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 4U Rack-Mountable

Smart Edge Capture Device™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

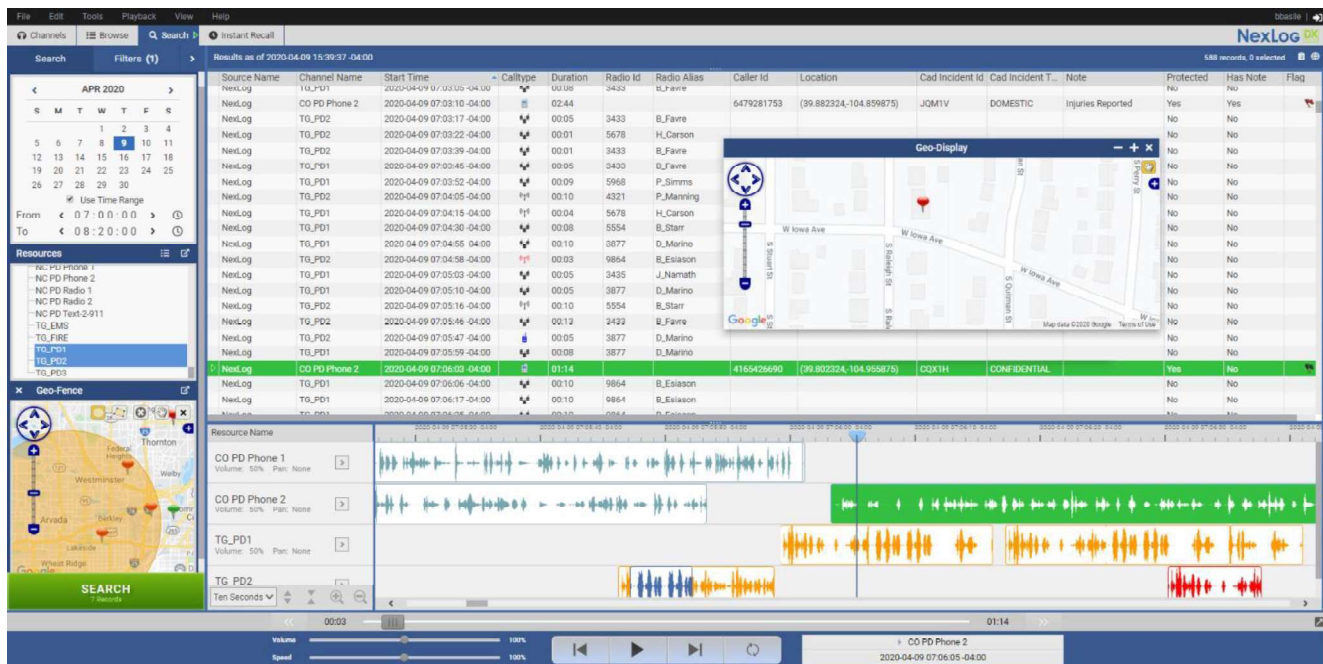
NexLog DX-Series™ Virtual Recording Software Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with ESXi

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback • Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings • Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** • Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support • Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing • Upload videos and images to an incident for storage and replay***

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

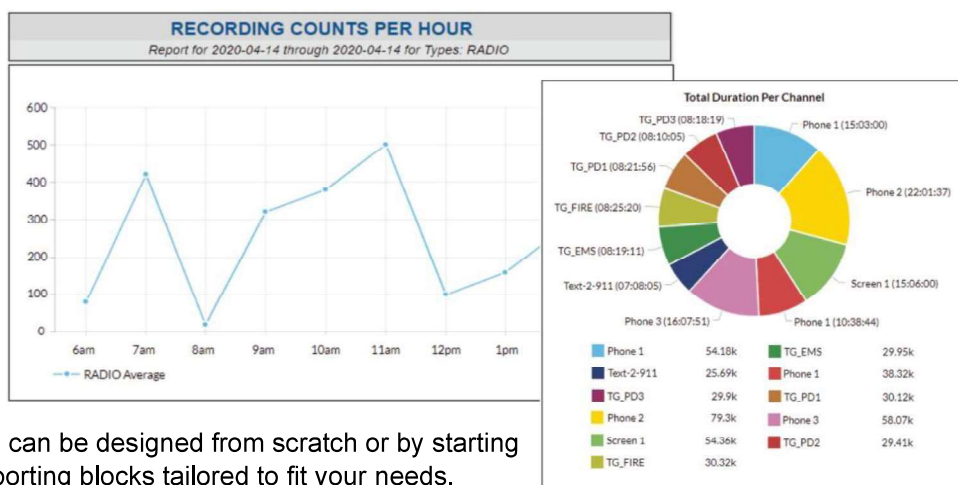
The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.

► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, DX-Series virtual recording solution or Smart Edge Capture Device. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Geoconex
RapidDeploy
Central Square: Inform,
Zuercher & Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP|Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.



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Email: Sales@vistacomtx.com

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