

AN ORDINANCE 2017-06-22-0486

**AUTHORIZING AN AGREEMENT WITH DIGITAL MARKETS, INC. D/B/A VISTA COM, FOR THE PURCHASE AND INSTALLATION OF LOGGING RECORDERS FOR THE SAN ANTONIO POLICE (SAPD), SAN ANTONIO FIRE (SAFD), INFORMATION TECHNOLOGY SERVICES DEPARTMENT (ITSD), BEXAR COUNTY AND BEXAR MET 911 FOR AN INITIAL COST OF \$1,009,575.00, FUNDED FROM THE FY 2017 TO FY 2022 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING EXPENDITURES FOR MAINTENANCE AND SUPPORT FOR SEVEN ADDITIONAL YEARS FOR AN ESTIMATED COST OF \$1,087,560.00 AND WORKFORCE MANAGEMENT FUNCTIONALITY FOR A MONTHLY COST OF \$7,392.00, FUNDED FROM THE ITSD OPERATING FUND BUDGET, FOR A TOTAL CONTRACT VALUE OF \$2,806,767.00.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Proposals (RFP) to provide and install logging recorders that will be used to record, monitor and playback radio dispatch and 911 calls through the San Antonio Public Safety Radio System and BexarMet 911; and

**WHEREAS**, five responses were received and evaluated; and

**WHEREAS**, DSS Corporation was disqualified for failure to meet the requirements specified in the RFP; and

**WHEREAS**, staff recommends Digital Markets, Inc. dba Vista Com for award of this contract;  
**NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The proposal submitted by Digital Markets, Inc., dba Vista Com, to provide and install logging recorders that will be used to record, monitor and playback radio dispatch and 911 calls through the San Antonio Public Safety Radio System and BexarMet 911 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Acceptance is further contingent upon the availability of funds from the sale of future City of San Antonio, Certificate of Obligation Bonds. A copy of the score summary and RFP are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the agreement in substantially similar form is attached hereto and is incorporated by reference as **Exhibit II**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** It has been found and declared that the proposal from DSS Corporation failed to meet the City's specification and/or requirements.

**SECTION 3.** A Payment in an amount not to exceed \$1,009,575.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00051, Radio Replacement and System Replacement, is authorized to be encumbered and made payable to Digital Markets, Inc. dba Vista Com, for the purchase and installation of logging recorders. Payments for services are contingent upon the availability of funds and the sale of future City of San Antonio, Certificate of Obligation Bonds in accordance with the adopted capital budget. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.


**SECTION 4.** Funding for this ordinance in the amount up to \$7,392.00 for workforce management functionality is available in Fund 74001000, Cost Center 0905010002 and General Ledger 5203080 as part of the Fiscal Year 2017 Adopted Budget.

**SECTION 5.** Additional funding for maintenance support and workforce management functionality is contingent upon City Council approval of the FY 2018 Operating Budget and subsequent budgets that fall within the constraints of this contract.


**SECTION 6.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 7.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

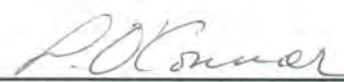
**PASSED AND APPROVED** this 22<sup>nd</sup> day of June, 2017.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
for Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>4 ( in consent vote: 4, 5, 6, 7, 8, 9A, 9B, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 23, 25, 26A, 26B, 26C, 26D, 27 )</b>						
<b>Date:</b>	06/22/2017						
<b>Time:</b>	09:26:11 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with Digital Markets, Inc.,d/b/a Vista Com, for the purchase and installation of logging recorders for the San Antonio Police (SAPD), San Antonio Fire (SAFD), Information Technology Services Department (ITSD), Bexar County and Bexar Met 911 for an initial cost of \$1,009,575.00 funded from the FY 2017 to FY 2022 Capital Improvement Program Budget, authorizing expenditures for maintenance and support for seven additional years for an estimated cost of \$1,087,560.00 and workforce management functionality for a monthly cost of \$7,392.00 funded from the ITSD Operating Fund Budget, for a total contract value of \$2,806,767.00. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

RFP - Purchase and Installation of Logging Recorders for the San Antonio Public Safety Radio System 6100008876, 17-080 Score Summary	Maximum Points	Digital Markets, Inc. dba Vista Com 9824 Whithorn Drive Houston, Texas 77095	Exacom, Inc. 99 Airport Road Concord, NH 03301	Verint Americas, Inc. 800 North Point Parkway Alpharetta, GA 30005	Voice Products, Inc. 8555 E. 32nd St. N. Wichita, KS 67226
A - Experience, Background, Qualifications	20	18.13	9.50	14.38	15.75
B - Proposed Plan	30	27.00	14.25	19.75	24.00
A - B Sub-Total	50	45.13	23.75	34.13	39.75
C - Pricing	15	15.00	7.59	10.63	13.83
D - SBEDA	20	0.00	0.00	0.00	0.00
E - Local Preference Program	10	0.00	0.00	0.00	0.00
F - VOSBP	5	0.00	0.00	0.00	0.00
TOTAL SCORE	100	60.13	31.34	44.75	53.58
RANK BASED ON TOTAL SCORE		1	4	3	2

Exhibit I

**INTEGRATION AGREEMENT BETWEEN  
THE CITY OF SAN ANTONIO, TEXAS  
AND  
DIGITAL MARKETS INC., (D/B/A VISTA COM)**

**FOR PURCHASE AND INSTALLATION OF LOGGING RECORDERS  
FOR THE SAN ANTONIO PUBLIC SAFETY RADIO SYSTEM**

**REQUEST FOR PROPOSAL  
RFP 017-080, 6100008876**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Digital Markets Inc., D/B/A Vista Com (Vista Com), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:
- a. This Integration Agreement;
  - b. City's Request for Proposal (RFP) 6100008561, including all attachments, addendums, best and final offers, and clarification statements thereto (Exhibit A);
  - c. Vista Com Statement of Work/Payment/Fee Schedule (Exhibit B); and
  - d. Response of Vista Com to RFP 6100008561 (Exhibit C).

## 2.0 TERM

This Agreement will be for a one (1) year base period. The City shall have the option to renew for eight (8), additional one (1) year periods upon City Council approval. Approvals for renewals shall be made in writing by the Finance Director.

## 3.0 INSURANCE

Prior to the commencement of any work under this Agreement, Vista Com shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "PURCHASE AND INSTALLATION OF LOGGING RECORDER" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

Vista Com's financial integrity is of interest to the City; therefore, subject to Vista Com's right to maintain reasonable deductibles in such amounts as are approved by the City, Vista Com shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vista Com's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vista Com agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vista Com herein, and provide a certificate of insurance and endorsement that names the Vista Com and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vista Com. Vista Com shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vista Com shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vista Com shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: Finance Department  
Purchase and Installation of Logging Recorder  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Vista Com agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vista Com shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vista Com's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Vista Com's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall

have the right to order Vista Com to stop work hereunder, and/or withhold any payment(s) which become due to Vista Com hereunder until Vista Com demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vista Com may be held responsible for payments of damages to persons or property resulting from Vista Com's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vista Com's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

Vista Com and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### **4.0 INDEMNIFICATION**

**VISTA COM COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO VISTA COM'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF VISTA COM, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF VISTA COM, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT VISTA COM AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Vista Com shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or Vista Com known to Vista Com related to or arising out of Vista Com's activities under this AGREEMENT and shall see to the



investigation and defense of such claim or demand at Vista Com's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Vista Com of any of its obligations under this paragraph.

## 5.0 TERMINATION

- 5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.
- 5.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay Vista Com for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.
- 5.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
  - 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,
  - 5.3.2 City's failure for a period of thirty (30) days to pay Vista Com for service and/or materials under of this Agreement.
- 5.4 Defaults With Opportunity for Cure. Should Vista Com default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Vista Com shall have thirty (30) calendar days after receipt of the written notice to cure such default. If Vista Com fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with Vista Com to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against Vista Com future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
  - 5.4.1 Bankruptcy or selling substantially all of company's assets
  - 5.4.2 Failing to perform or failing to comply with any covenant herein required
  - 5.4.3 Performing unsatisfactorily.
  - 5.4.4 Failure to meet acceptance test criteria approval on the third attempt.
- 5.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

- 5.6 Regardless of how this Agreement is terminated, Vista Com shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Vista Com, or provided to Vista Com, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Vista Com. Payment of compensation due or to become due to Vista Com is conditioned upon delivery of all such documents, if requested.
- 5.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Vista Com for any default hereunder or other action.
- 5.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, Vista Com shall be entitled to payment in full for all work which Vista Com has performed in accordance with this Agreement and all equipment which Vista Com has delivered to the City pursuant to this Agreement.

#### 6.0 LAW APPLICABLE

- 6.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 6.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

#### 7.0 ENTIRE AGREEMENT

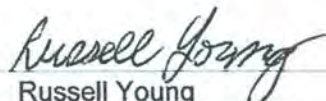
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED and AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**VISTA COM, INC.**

Print Name: \_\_\_\_\_  
 Director, Finance Department  
 Date: \_\_\_\_\_

  
 Print Name: Russell Young  
 Title: President  
 Date: June 16, 2017

Approved as to Form:

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Assistant City Attorney

CITY OF SAN ANTONIO  
INFORMATION TECHNOLOGY SERVICES DEPARTMENT



**REQUEST FOR PROPOSAL  
("RFP")**

for

**PURCHASE AND INSTALLATION OF LOGGING RECORDERS FOR THE SAN ANTONIO PUBLIC SAFETY RADIO  
SYSTEM**

RFP-017-080  
610008876

Release Date: April 14, 2017

Proposals Due: May 12, 2017 at 11:00 AM

**This solicitation has been identified as High-Profile.**

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**PROHIBITED CAMPAIGN CONTRIBUTIONS**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the \*10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist, or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

***\*For this solicitation, the first day contributions are prohibited is Monday, May 1, 2017.***

***The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.***

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**RESTRICTIONS ON COMMUNICATIONS**

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

## 001 – TECHNICAL SCOPE DOCUMENT / ALTERNATIVES

The Technical Scope and General Proposal Requirements Document is attached as Attachment – A.

**This contract carries a sub-contracting requirement. Please refer to Section 008 Evaluation Criteria and Attachment D for specific information.**

## 002 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a one (1) year base period. The City shall have the option to renew for eight (8), additional one (1) years upon City Council approval.

## 003 - PRE-SUBMITTAL CONFERENCE / SITE VISITS

A Pre-Submittal Conference will be held at 111 Soledad, Suite 1100 San Antonio, TX 78205 at 9:00 a.m., Central Time, on Thursday, April 20, 2017. Firms are encouraged to prepare and submit their questions in writing, two calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Firms that are not able to attend in person may participate by Conference Call. Firms may call the toll free number listed below and enter access code to participate the day of the conference.

**Local Access Dial In Number: (210) 207-9329**

**Toll Free Dial-In Number: 1-855-850-2672**

**Access Code: 992 443 478**

This meeting does not require an additional password.

This meeting place is accessible to disabled persons. The Riverview Towers Building is wheelchair accessible. The accessible entrance is located at the main entrance. Accessible parking spaces are located in the adjacent Parking Garage with entrance via Soledad Street. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Firms are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 004 - PROPOSAL REQUIREMENTS

Firm's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. For all submittals, submit one (1) original, signed in ink, eight (8) hard copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

### **TABLE OF CONTENTS**

**EXECUTIVE SUMMARY.** The summary shall include a statement of the work to be accomplished, how Firm proposes to accomplish and perform each specific service and unique problems perceived by Firm and their solutions.

### **EXPERIENCE, BACKGROUND & QUALIFICATIONS.**

Provide a narrative response to the information requested in Attachment A, Section 5 – Respondent Experience and Qualifications.

### **PROPOSED PLAN.**

Provide a narrative response to the information requested in Attachment A, Section 4 – Respondent Proposed Solution and Services.

### **FEE SCHEDULE.**

Use the Proposed Cost Proposal Forms found in Attachment A, Section 6.

### **CONTRACTS DISCLOSURE FORM.**

RFP Attachment B.

### **LITIGATION DISCLOSURE FORM.**

Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C.

### **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM INFORMATION AND FORM(S).**

Complete, sign and submit all SBEDA form(s), found in this RFP as Attachment D.

### **LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM.**

Complete, sign and submit LPP Identification Form found in this RFP as Attachment E.

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM.**

Complete, sign and submit form found in this RFP as Attachment F.

**CERTIFICATE OF INTERESTED PARTIES FORM.** Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in this RFP Attachment and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFCSP 6100008561). The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Put your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

**PROOF OF INSURABILITY.**

Submit a letter from insurance provider stating provider's commitment to insure the Firm for the types of coverage and at the levels specified in this RFP if awarded a contract in response to this RFP. Firm shall also submit a copy of their current insurance certificate.

**FINANCIAL INFORMATION.**

Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

**SIGNATURE PAGE.**

Firm must complete, sign and submit the Signature Page found in this RFP as Attachment G. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate firm or partner of partnership firm shall be accompanied by evidence of authority.

**PROPOSAL CHECKLIST.**

Complete and submit the Proposal Checklist found in this RFP as Attachment H.

Firm is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE FIRM'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

**005 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addenda. It is Firm's responsibility to check for Addenda until the proposal due date. City will assume that all Firms have reviewed all Addenda by the day proposals are due.

No oral statement of any person shall modify, otherwise change, or affect the terms, conditions or specifications stated in the RFP.

## 006 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

### Submission of Hard Copy Proposals.

Firm shall submit one (1) original, signed in ink, eight (8) hard copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Purchase and Installation of Logging Recorder**" on the front of the package.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on May 12, 2017** at the address below. Any proposal or modification received after this time on that date shall not be considered, and will be returned, unopened to the Firm. Firms should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Firms should strive for early submission to avoid the possibility of rejection for late arrival.

### Mailing Address:

Office of the City Clerk  
Attn: "**Purchase and Installation of Logging Recorder**"  
P.O. Box 839966  
San Antonio, Texas 78283

### Physical Address:

Office of the City Clerk  
Attn: "**Purchase and Installation of Logging Recorder**"  
100 Military Plaza  
City Hall  
San Antonio, Texas 78205

Submission of Electronic Proposals. Submit one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two sided, if possible. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 004, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

### Correct Legal Name.

Firms who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Firms and Limited Liability Company Firms shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.



If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Firm's proposal, including any estimated or projected costs, shall remain valid for one calendar year (365) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed confidential by Firm should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed confidential by Firm may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Firm that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Firm.

## 007 - RESTRICTIONS ON COMMUNICATION

Firms are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Firm. Violation of this provision by Firm and/or its agent may lead to disqualification of Firm's proposal from consideration. This prohibition **does not** apply to communications with a City officer or employee regarding normal City business **not** concerning or related to this RFP or a Proposal to be submitted in response to it.

Exceptions to the Restrictions on Communication with City employees include:

Firms may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Firms may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Central Time, on April 24, 2017**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Jorge Garcia, Procurement Manager  
City of San Antonio, Finance Department – Purchasing Division  
jorge.garcia@sanantonio.gov

Questions submitted and the City's responses will be addressed through written addenda.

Firms and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez, and may be reached by telephone at (210) 207-0071 or by e-mail to: david.rodriguez@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Firms may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Firms shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Firms shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

City reserves the right to contact any Firm to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Firm of this section.

## 008 - EVALUATION OF PROPOSAL CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Additionally, the City will evaluate each identified Alternative based on individual evaluation criteria. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Firms for interviews. If the City elects to conduct interviews, Firms may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Firms at any time prior to final approval of a selected Firm. The City reserves the right to select one (1) or more, or none of the Firms to provide services. Final approval of a selected Firm is subject to the action of the City of San Antonio City Council.

Experience, Background, Qualifications **(20 points)**

Proposed Plan **(30 points)**

Pricing **(15 points)**

Small Business Economic Development Advocacy Program (SBEDA):

SBE Prime Contract Program – **(10 points)**

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria points.

MWBE Prime Contract Program – **(10 points)**

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% M/WBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria points.

Local Preference Program **(10 points)**

Veteran Owned Small Business Preference Program **(5 points)**

### **SUBCONTRACTING REQUIREMENT:**

Small Business Enterprise (SBE) Subcontracting Program – Subcontract or self-perform at least ten percent (10%) of total contract value to SBEDA eligible small SBE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSAs). Please see the definition of SBE in Section C.

## 009 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one (1), more than one (1) or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Firm(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal completely or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Firm is subject to City Council approval.

City reserves the right to accept one (1) or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Firm(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Firm provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney and the Contract is executed on behalf of the City. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Firm and commence negotiations with another Firm.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

If selected, Firm will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Firm must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Firm acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a sub Firm on a City contract, a partner or a parent or subsidiary business entity.

Firm is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Firm. Firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent Firms, responsible for their respective acts or omissions, and that City shall in no way be responsible for Firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires

that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City,

shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

## 010 - ADDITIONAL REQUIREMENTS

### Intellectual Property.

If selected, Firm agrees to abide by the following regarding intellectual property rights:

Firm shall pay all royalties and licensing fees. Firm shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Firm has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Firm will immediately:

Either:

Obtain, at Firm's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Firm further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Firm is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Firm agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Firm or as modified without the permission of Firm, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Firm with written notice within fifteen (15) days following the formal assertion of any claim with respect to which the City asserts that Firm assumes responsibility under this section.

### Ownership and Licenses.

In accordance with Texas law, Firm acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Firm pursuant to this Contract shall be the subject of any copyright or proprietary claim by Firm.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Firm acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Firm, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Firm, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Firm, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

#### Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

**011 - INSURANCE REQUIREMENTS**

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Information Technology Services Department, which shall be clearly labeled “PURCHASE AND INSTALLATION OF LOGGING RECORDER” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Information Technology Services Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor’s financial integrity is of interest to the City; therefore, subject to Vendor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.



City of San Antonio  
Attn: Information Technology Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### 012 - INDEMNIFICATION REQUIREMENTS

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR' activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, vendor or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

#### 013 – BONDING REQUIREMENTS

NONE

014 – GENERAL FIRM INFORMATION

1. **Firm Information:** Provide the following information regarding the Firm.

Firm Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Firm.

Individual or Sole Proprietorship      If checked, list Assumed Name, if any: \_\_\_\_\_  
 Partnership  
 Corporation      If checked, check one:       For-Profit       Nonprofit  
   Also, check one:       Domestic       Foreign  
 Other      If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

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

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Firm must provide the name of person that will sign the contract for the Firm, if awarded.)

Provide any other names under which Firm has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

1. **Contact Information:** List the one (1) person who the City may contact concerning your proposal or setting dates for meetings.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Firm anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

4. Is Firm authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

5. Where is the Firm's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Firm have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

a. How long has the Firm conducted business from its San Antonio office?

Years \_\_\_ Months \_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Firm has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

c. How long has the Firm conducted business from its Bexar County office?

Years \_\_\_ Months \_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Capital Structure:** Provide a brief description of the Firm's capital structure to include:

- a. Total Capital
- b. Total Equity Capital
- c. Net Capital
- d. Total Excess Net Capital
- e. Leverage Ratio

8. **Debarment/Suspension Information:** Has the Firm or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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9. **Surety Information:** Has the Firm ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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10. **Bankruptcy Information:** Has the Firm ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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11. **Disciplinary Action:** Has the Firm ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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12. **Previous Contracts:**

a. Has the Firm ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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## 015- SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	April 14, 2017
Pre-Submittal Conference	April 20, 2017 at 9:00 AM
Final Questions Accepted	April 24, 2017 at 2:00 PM
Proposals Due	May 12, 2017 at 11:00 AM
Interviews	TBD
Anticipated City Council Approval	TBD
Anticipated Effective Date of Contract	TBD

### ATTACHMENTS

#### RFP ATTACHMENT A – TECHNICAL SCOPE DOCUMENT / ALTERNATIVES

(Posted as a separate document)

#### RFP ATTACHMENT B – CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure Form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place copy in proposal response as indicated in the Proposal Checklist.

#### RFP ATTACHMENT C

##### LITIGATION DISCLOSURE FORM

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No \_\_\_

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

#### RFP ATTACHMENT D

##### SBEDA PROGRAM INFORMATION AND FORMS

(Posted as a separate document)

## **RFP ATTACHMENT E**

### **LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE**

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013 and which was amended by Ordinance No. 2013-12-05-0865 and applicable to solicitations issued after December 15, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form which is posted as a separate document.

## **RFP ATTACHMENT F**

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Firm must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form which is posted as a separate document.

**RFP ATTACHMENT G**

**SIGNATURE PAGE**

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent agrees to comply with the insurance and indemnification requirements and provisions with no alterations, revisions or changes.

If awarded a contract in response to this RFP, Respondent agrees to comply with all representations made by Respondent in Respondent's proposal and during proposal presentation & interview process, if any.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information Form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

Respondent shall comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

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

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

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

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

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

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

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



**RFP ATTACHMENT H**  
**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
General Firm Information	
Experience, Background & Qualifications RFP Attachment A	
Proposed Plan RFP Attachment A	
Fee Schedule RFP Attachment A	
Contracts Disclosure Form RFP Attachment B	
Litigation Disclosure Form RFP Attachment C	
SBEDA Forms * RFP Attachment D; and Associated Certificates, if applicable	
Local Preference Program (LPP) Identification Form RFP Attachment E	
Veteran-Owned Small Business Preference Program Identification Form RFP Attachment F	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
Signature Page * RFP Attachment G	
Proposal Checklist RFP Attachment H	
One (1) original, eight (8) copies, and one (1) CD of entire proposal in PDF format	

\* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

**Statement of Work/Payment and Fee Schedule**  

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***for The City of San Antonio***

*June 16, 2017*

***SOW Version 4.0***

## Table of Contents

<b>Section 1:</b>	<b>Introduction</b>
<b>Section 2:</b>	<b>Executive Summary</b>
<b>Section 3:</b>	<b>Environment</b>
<b>Section 4:</b>	<b>Work Locations and Service Hours</b>
<b>Section 5:</b>	<b>Project Milestones and Acknowledgement of Services</b>
<b>Section 6:</b>	<b>Customer Responsibilities Overview</b>
<b>Section 7:</b>	<b>Implementation Teams – Role Definitions</b>
<b>Section 8:</b>	<b>Change Control Process</b>
<b>Section 9:</b>	<b>Payment/Fee Schedule</b>
<b>Section 10:</b>	<b>Other Financial Considerations</b>
<b>Attachment A:</b>	<b>Change Control Form</b>

## Section 1: Introduction

This Statement of Work ("SOW") is attached to and made a part of the **contract** ("Master Agreement") between The City of San Antonio ("Customer") and DigitalMarkets, Inc. ("Vista Com").

This Statement of Work (SOW) outlines the technical solution, services, and deliverables for the implementation of the Vista Com recording system within the Customer Environment. In the event of any conflict between the terms and conditions of this SOW and the Order, additional or conflicting terms in the Order shall control. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

**Project Name:** Eventide Public Safety Recording Implementation  
**Account Executive:** Robin Clevenger  
**Pre-Sales Engineer:** Sean Miller  
**Services Scoped By:** Chris Geiger  
**Project Manager:** Christian Haro  
**SOW Prepared By:** Robin Clevenger  
**Date Prepared:** June 16, 2017

## Section 2: Executive Summary

### In Project Scope

Upon completion of the Services, Customer will have the following business solution implemented in the Customer Environment in response to the City of San Antonio's RFP# RFP-017-080.

RFP and SOW Discrepancies – throughout the project milestones, Vista Com and the City of San Antonio will reconcile RFP requirements to actual application. Should it be determined that a discrepancy, or discrepancies, exist between the SOW and the RFP, the customer, City of San Antonio, will own the benefit of determining which solution best meets the requirement. Any work associated to this decision would thereby be considered 'in scope' of the project.

A call recording system to record telephony, 9-1-1 events, and radios per the RFP requirement. All recording systems will archive for redundancy and provide full replication of recording through hardware. The solution provides for user security profiles and unified access bridging for single log in.

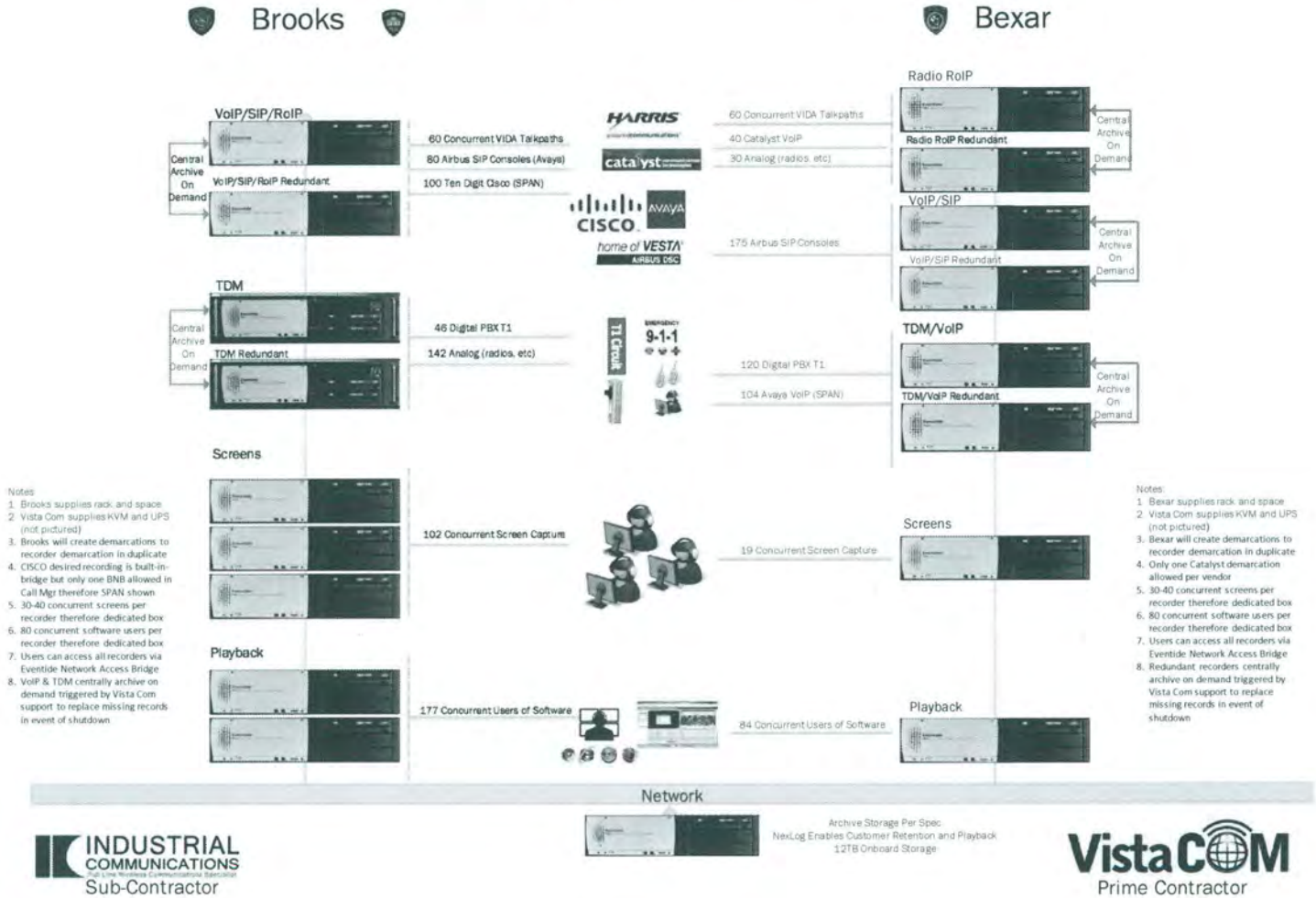
Below are the identified requirements for Brooks and Bexar County:

**Brooks Site:** (2) Eventide Nexlog 740 voice recorders to record (60) Concurrent VIDA Talkpaths, (80) Airbus Vesta IP 9-1-1s, (100) Cisco 10-digit lines. One recorder is primary and the second recorder is providing redundancy. (2) Eventide Nexlog 840 recorders to record (20) Analog Radio Frequencies, (50) Back up Control Station Radios analog, (42) SAPD Fallback Plexar analog lines, (27) SAFD Fallback Plexar lines analog, (3) Admin Trans Guide analog phones. One recorder is primary and the second recorder is providing redundancy. (3) Eventide Nexlog 740 voice recorders to record 102 concurrent screens. (2) Eventide Nexlog 740 voice recorders for 177 concurrent user playback of calls. Enhanced reports, ANI/ALI capture, Geographic Mapping, Quality are all provided within the recorders.

**Bexar Site:** (2) Eventide Nexlog 740 voice recorders to record (60) Concurrent VIDA Talkpaths, (40) Catalyst IP Positions, (30) Radio Analog Frequencies. One recorder is primary and the second recorder is providing redundancy. (2) Eventide Nexlog 740 voice recorders to record (175) VESTA Airbus IP Consoles. (2) Eventide Nexlog 840 voice recorders to record (120) CAMA trunks via T1's, (104) Avaya 10-digit IP lines. One recorder is primary and the second recorder is providing redundancy. (1) Eventide Nexlog 740 voice recorder to record (19) concurrent screens. (1) Eventide Nexlog 740 recorder for 84 concurrent user playback of calls. Enhanced reports, ANI/ALI capture, Geographic Mapping, Quality are all provided in the recorders.

Hardware, software, and services including installation, training and ongoing support will be furnished by Vista Com with a subcontracted portion with San Antonio, Texas local SBE, Industrial Communications. Detailed recording platforms with identified licensing, hardware, and options are shown in the following drawing and tables.

## Eventide® Logging Recorder Solution



### BROOKS SITE RADIO RECORDERS

<b>Primary Recorder: The configuration below is to record (60) Harris VIDA EDACS Radio Talkpaths, (100) Cisco IP 10-digit lines, (80) Airbus VESTA IP 9-1-1s</b>	<b>Redundant Recorder: The configuration below is to record (60) Harris VIDA EDACS Radio Talkpaths, (100) Cisco IP 10-digit lines, (80) Airbus VESTA IP 9-1-1s</b>
<ul style="list-style-type: none"> <li>1 Eventide Nexlog 740 recorder</li> <li>1 Harris VIDA Integration</li> <li>1 Harris VIDA OTAR Enabler</li> <li>3 Decoder for Harris</li> <li>1 ANI/ALI Integration</li> <li>1 Geographic Mapping</li> <li>1 Cisco BID Interface</li> <li>20 Quality Licenses</li> <li>1 VESTA Integration</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Plus Licenses</li> <li>1 Central Archive Licenses</li> <li>1 MP3 option for Media Works Plus</li> <li>1 Nexlog Access Bridge License</li> <li>1 4x4TB Hot Swap RAID HD = 8TB storage</li> <li>1 8 Pack of VoIP Licenses for IP Positions</li> <li>29 8 Pack of VoIP licenses</li> <li>3 Network Cards</li> </ul>	<ul style="list-style-type: none"> <li>1 Harris VIDA Integration</li> <li>1 Harris VIDA OTAR Enabler</li> <li>3 Decoder for Harris</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 ANI/ALI Integration</li> <li>1 Geographic Mapping</li> <li>1 Cisco BID Interface</li> <li>20 Quality Licenses</li> <li>1 VESTA Integration</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Plus Licenses</li> <li>1 Central Archive License</li> <li>1 MP3 option for Media Works Plus</li> <li>1 Nexlog Access Bridge License</li> <li>1 4x4TB Hot Swap RAID HD = 8TB storage</li> <li>1 8 Pack of VoIP Licenses for IP Positions</li> <li>29 8 Pack of VoIP licenses</li> <li>3 Network Cards</li> </ul>

**BROOKS SITE TELEPHONY RECORDERS**

<p><b>Primary Recorder: The configuration below is to record (20) Analog Radio Frequencies, (50) Backup Control Station Radios analog, (42) SAPD Fallback Plexar Lines analog, (27) SAFD Fallback Plexar Lines analog, (3) Admin Trans Guide analog phones, (30) CAMA Trunks via T1, (16) Back up CAMA Trunks via T1</b></p>	<p><b>Redundant Recorder: The configuration below is to record (20) Analog Radio Frequencies, (50) Backup Control Station Radios analog, (42) SAPD Fallback Plexar Lines analog, (27) SAFD Fallback Plexar Lines analog, (3) Admin Trans Guide analog phones, (30) CAMA Trunks via T1, (16) Back up CAMA Trunks via T1</b></p>
<ul style="list-style-type: none"> <li>1 Eventide Nexlog 840 recorder</li> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>1 MP3 option for Media Works Plus</li> <li>6 24 Channel Analog Cards and Licenses</li> <li>1 48 Channel T1 Card and Licenses</li> <li>8 Media Works Plus Licenses</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>1 ANI/ALI Integration</li> <li>1 4x4TB Hot Swap RAID HD = 8TB storage</li> </ul>	<ul style="list-style-type: none"> <li>1 Eventide Nexlog 840 recorder</li> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>1 MP3 option for Media Works Plus</li> <li>6 24 Channel Analog Cards and Licenses</li> <li>1 48 Channel T1 Card and Licenses</li> <li>8 Media Works Plus Licenses</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>1 ANI/ALI Integration</li> <li>1 4x4TB Hot Swap RAID HD = 8TB storage</li> </ul>

<b>BROOKS SITE SCREEN AND QUALITY APPLICATION RECORDERS</b>		
<b>Screen Recorder 1</b>	<b>Screen Recorder 2</b>	<b>Screen Recorder 3</b>
<ul style="list-style-type: none"> <li>1 4x4TB Hot Swap RAID HD=8TB</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Licenses</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>40 Screen Recording Licenses</li> </ul>	<ul style="list-style-type: none"> <li>1 4x4TB Hot Swap RAID HD=8TB</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Licenses</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>40 Screen Recording Licenses</li> </ul>	<ul style="list-style-type: none"> <li>1 4x4TB Hot Swap RAID HD=8TB</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Licenses</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>25 Screen Recording Licenses</li> </ul>

<b>BROOKS USER PLAYBACK RECORDERS</b>	
<b>Playback Recorder 1</b>	<b>Playback Recorder 2</b>

<ul style="list-style-type: none"> <li>1 Geographic Mapping License</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>10 8 Pack of Media Works Plus User Software</li> </ul>	<ul style="list-style-type: none"> <li>1 Geographic Mapping License</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>13 8 Packs of Media Works Plus User Software</li> </ul>
<p>Licenses</p> <ul style="list-style-type: none"> <li>1 2x1TB Hot Swap RAID 1 HD = 1 TB Storage</li> <li>1 Eventide Nexlog 740 recorder</li> </ul>	<ul style="list-style-type: none"> <li>1 2x1TB Hot Swap RAID 1 HD = 1 TB Storage</li> <li>1 Eventide Nexlog 740 recorder</li> </ul>
<b>BEXAR SITE RADIO RECORDERS</b>	
<b>Primary Recorder: The configuration below is to record (60) Harris VIDA EDACS Radio Talkpaths, (30) Radio Analog Frequencies, (40) Catalyst IP Positions</b>	<b>Redundant Recorder: The configuration below is to record (60) Harris VIDA EDACS Radio Talkpaths, (30) Radio Analog Frequencies, (40) Catalyst IP Positions</b>
<ul style="list-style-type: none"> <li>1 Harris VIDA Integration</li> <li>1 Harris VIDA OTAR Enabler</li> <li>3 Decoder for Harris</li> <li>1 Catalyst Integration</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 ANI/ALI Integration</li> <li>1 8 Channel Analog Card and Licenses</li> <li>1 24 Channel Analog Card and Licenses</li> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Plus Licenses</li> <li>1 Central Archive Licenses</li> <li>1 MP3 option for Media Works Plus</li> <li>1 Nexlog Access Bridge License</li> <li>1 4x4TB Hot Swap RAID HD = 8TB storage</li> <li>1 8 Pack of VoIP Licenses for IP Positions</li> <li>12 8 Pack of Additional VoIP licenses</li> <li>3 Network Cards</li> <li>3 Network Cards</li> </ul>	<ul style="list-style-type: none"> <li>1 Harris VIDA Integration</li> <li>1 Harris VIDA OTAR Enabler</li> <li>3 Decoder for Harris</li> <li>1 Catalyst Integration</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 ANI/ALI Integration</li> <li>1 8 Channel Analog Card and Licenses</li> <li>1 24 Channel Analog Card and Licenses</li> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report Package</li> <li>8 Media Works Plus Licenses</li> <li>1 Central Archive License</li> <li>1 MP3 option for Media Works Plus</li> <li>1 Nexlog Access Bridge License</li> <li>1 4x4TB Hot Swap RAID HD = 8TB storage</li> <li>1 8 Pack of VoIP Licenses for IP Positions</li> <li>12 8 Pack of Additional VoIP licenses</li> <li>3 Network Cards</li> </ul>

<b>BEXAR SITE TELEPHONY RECORDERS</b>	
<b>Primary Recorder: The configuration below is to record (175) VESTA Airbus IP Consoles</b>	<b>Redundant Recorder: The configuration below is to record (175) VESTA Airbus IP Consoles</b>



1 VESTA Integration	1 VESTA Integration
1 Eventide Nexlog 740 recorder	1 Eventide Nexlog 740 recorder
1 ANI/ALI Integration	1 ANI/ALI Integration
20 Quality Licenses	20 Quality Licenses
1 Geographic Mapping	1 Geographic Mapping
1 Enhanced Reporting Package	1 Enhanced Reporting Package
8 Media Works Plus User Software Licenses	8 Media Works Plus User Software Licenses
1 Central Archive License	1 Central Archive License
1 MP3 option for Media Works Plus Software	1 MP3 option for Media Works Plus Software
1 Nexlog Access Bridge License	1 Nexlog Access Bridge License
1 4x4TB Hot Swap RAID 1 HD = 8 TB	1 4x4TB Hot Swap RAID 1 HD = 8 TB
1 8 Pack of VoIP Licenses	1 8 Pack of VoIP Licenses
21 8 Pack of Additional VoIP Licenses	21 8 Pack of Additional VoIP Licenses
3 Network Cards	3 Network Cards

<b>BEXAR SITE TELEPHONY RECORDERS WITH T1</b>	
<b>Primary Recorder: The configuration below is to record (120) CAMA T1 Trunks, (104) Avaya 10-digit IP Lines</b>	<b>Redundant Recorder: The configuration below is to record (120) CAMA T1 Trunks, (104) Avaya 10-digit IP Lines</b>

<ul style="list-style-type: none"> <li>3 Network Cards</li> <li>1 8 Pack of IP Licenses</li> <li>12 8 Pack of Additional IP Licenses</li> <li>1 Eventide Nexlog 840 recorder</li> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report</li> <li>1 MP3 option for Media Works Plus</li> <li>2 48 Channel T1 Cards and Licenses</li> <li>1 24 Channel T1 Card and Licenses</li> <li>8 Media Works Plus User Software</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>1 ANI/ALI Integration</li> <li>1 4x4TB Hot Swap RAID HD = 8TB</li> </ul>	<ul style="list-style-type: none"> <li>3 Network Cards</li> <li>1 8 Pack of IP Licenses</li> <li>12 8 Pack of Additional IP Licenses</li> <li>1 Eventide Nexlog 840 recorder</li> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report</li> <li>1 MP3 option for Media Works Plus</li> <li>2 48 Channel T1 Cards and Licenses</li> <li>1 24 Channel T1 Card and Licenses</li> <li>8 Media Works Plus User Software</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>1 ANI/ALI Integration</li> <li>1 4x4TB Hot Swap RAID HD = 8TB</li> <li>1 Rack Mounted KVM</li> <li>4 Rack Mounted UPS</li> </ul>
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<b>BEXAR SITE SCREEN AND PLAYBACK RECORDERS</b>	
<b>Screen Recorder for (19) Screens</b>	<b>Playback Recorder for (84) Concurrent User of Software</b>
<ul style="list-style-type: none"> <li>1 4x4TB Hot Swap RAID = 8TB Storage</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report</li> <li>8 Media Works Plus User Software Licenses</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>20 Screen Licenses</li> </ul>	<ul style="list-style-type: none"> <li>1 Geographic Mapping</li> <li>20 Quality Licenses</li> <li>1 Enhanced Report</li> <li>1 Central Archive License</li> <li>1 Nexlog Access Bridge License</li> <li>11 8 Pack of Media Works Plus User</li> <li>1 2x1TB Hot Swap RAID 1 HD = 1 TB</li> <li>1 Eventide Nexlog 740 recorder</li> <li>1 Rack Mounted KVM</li> <li>4 Rack Mounted UPS</li> </ul>

<b>BROOKS AND BEXAR ARCHIVING AND STORAGE HOSTED AT BROOKS SITE</b>	
<b>ARCHIVE RECORDER</b>	
<ul style="list-style-type: none"> <li>3 Media Works Plus User Software Licenses</li> <li>1 Geographic Mapping License</li> <li>1 Enhanced Report Package</li> <li>1 Nexlog Access Bridge License</li> </ul>	

1	4x4TB Hot Swap HD RAID 5 = 12 TB
1	Eventide Nexlog 740 recorder

<b>BROOKS AND BEXAR PROFESSIONAL SERVICES</b>
<b>Install/Support/Training for Brooks and Bexar Sites</b>
<ul style="list-style-type: none"> <li>Installation of recorders at Brooks and Bexar Sites</li> <li>Support for recorders and software installed at Brooks and Bexar Sites</li> <li>Admin Training</li> <li>Supervisor Training on Media Works Plus software</li> <li>Agents/Dispatch Instant Recall Training</li> <li>Quality Training</li> <li>Enhanced Reporting Training</li> </ul>

**Additional Information**

CAMA Trunks, T1 Conversion to SIP - the RFP states at a given future period, the 9-1-1 telephony delivery may change from T1 to SIP. This solution includes 9-1-1 recording for both trunk side T1 CAMA and station side IP recording. Trunk side T1 is included at \$79,000 for hardware and licensing.

Redundancy, Archiving, and Retention - both Brooks and Bexar will duplicate hardware, software, and licensing for telephony and radio recording. For each site, each type, parallel recorders will record. Each specific recorder will enable users to maintain retention settings by channel groups and retention days.

Each channel will need dedicated function as archiving for diverse calls within a specific channel is not possible. (ex. 911-1 at Brooks recorder is retained 60 days but 911-1 at Bexar is retained 90 days. Mixing Bexar and Brooks 911-1 calls on one recorder would comingle records and would receive the retention profile of that recorder).

Each telephony and radio recorder with archive to each other by triggered event by a service technician should one recorder not record such as the case of software upgrade. This will replace missing records for that specific time period that may be missing on a specific recorder. Once triggered and completed the central archive will be disabled to prevent unnecessary network traffic.

Each telephony and radio recorder will archive to a dedicated archiving recorder hosted at the Brooks site with 12TB of onboard RAID storage. Unlike a NAS Windows device, no scripting will be required in that the archiving recorder will maintain its own user defined retention settings mirroring the telephony and radio recorders at each site. The archive recorder will create a third set of records for safety purposes (Main recorder, redundant recorder, archive recorder).

Currently, Eventide cannot manage retention of offline storage such as Windows NAS or SAN once the recording solution sends the records there for storage. As such a non-Eventide archive solution will require scripting for archive storage retention. Stored Windows NAS or SAN can be browsed through the Eventide GUI for playback and incident creation.

The screen recorders are typically used for short term video recording of telecommunicators screens for the purpose of quality grading. The dedicated playback recorders are holding the profiles of secure

users to access all of the recording solution. Both the screen recorders and the playback recorders will archive to the archiving recorder but do not require a separate redundant recorder dedicated to screen capture and user playback.

Linux Licensing – Eventide provides its customers with their version of the Linux Debian with each recorder inclusive of the purchase with no on-going licensing fees or users software assurance. Eventide operating system updates are offered free of charge to customer.

Time Source Synchronization – Vista Com and its subcontractor will be responsible for configuring each recorder to customer furnished time sources.

Security Updates/Scanning – the Eventide Linux solution does not require security scan. Operating system updates of the Linux OS are provided by Eventide and will be the responsibility of Vista Com and its subcontractor to execute updates.

SNMP Monitoring – Eventide’s NexLog SNMP notifications conform to SNMP standards, and can be sent to any SNMP monitoring system (such as SolarWinds, OpenView, etc)

User Software Licensing – for efficiency, some recorders will duplicate software licensing in order for user continuity. Duplicated software designed by Vista Com and Eventide are no-charge however user counts is not additive. Software included covers RFP as user requirement. All software and Eventide licenses furnished is the only known requirement for the recorder solution. Any additional licensing required of vendor equipment, telephony licensing, client PC, servers, or other application not part of this recorder solution is the responsibility of the customer.

## **Workforce Management**

As part of RFP-017-080, San Antonio Police Department asks for a workforce management option that will automate telecommunicator scheduling. This solution is included in the RFP response and is offered as a separate product from NICE Uptivity.

Part Number	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
<p>Vista Com is proposing NICE Uptivity WFM for Brooks and Bexar locations. The solution listed below is the initial purchase amount and thereafter the next tab reflects the monthly subscription amount. The solution is cloud based.</p> <p>Avaya CMS Integration Requirements- Customer to provide and configure Generic-RTA Interface and RT-Socket Interface. Historical data is imported via ODBC from the IBM Informix database in CMS. Avaya CMS offers both an External Call History Interface (ECH) and an Internal Call History Interface (ICH). Only one can be active at any given time. This integration can work with either:</p> <p>Real-time agent status is obtained via the CMS Real Time Adherence (Generic-RTA) interface. Split/skill data is obtained through the CMS RT-Socket interface.</p> <p>Cisco UCCX Integration Requirements: Historical Data is imported via ODBC from the UCCX database, which may be either Informix or SQL. This integration can work with either.</p>				
<b>Brooks</b>	<b>1</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>
Basic support from a Technical Success Manager (TSM) when calling in to Customer Care Package includes: 5x12 Customer Care via phone, chat, & portal Comprehensive catalog of self-paced, public webinars	1			
HW Customer Provided VMWare Infrastructure with minimum Windows OS, 4GB RAM, 4 CPU Core	1			
Implementation and setup of Evolve WFM Billed as a one time (non-recurring) charge Implementation includes: Implementation manager who oversees the project from start to finish Business requirements session and documentation Initial System Configuration User acceptance testing 2 days of Instructor-Led training Additional web-based training included Go-live support 2 weeks post Go-live support	1			
<b>InContact Evolve Workforce Management (per Configured User)</b> Provides forecasting, scheduling, and schedule adherence management. Intended for customers who need to generate forecasts for call volume only and generate the necessary agent schedules to handle the forecasted volume. Configured Users are billed based on the highest number of users set up on the platform at any one time during the month Key product features: Forecasting and Scheduling Intraday Management Shift Bidding Time Off Management Reporting- Standard and Ad-Hoc	336	\$22 Ea. Mo	\$7,392 Monthly	\$22 Ea. Mo \$7,392 Monthly

## Service and Support

Service and support for all hardware, software, services, and operating system upgrades are included 24/7/365. Services and support includes onsite service, parts, components, and help desk. Customer will provide a means for remote access, monitoring, and configuration for Vista Com and Industrial Communications such that service level agreements specified in the RFP response can be adhered to. Vista Com provides 1-800 or local dialing 24/7.

Service and support as specified above shall be replicated year to year by way of annual maintenance support. Maintenance can be terminated upon written notice 30 days prior to anniversary by The City of San Antonio. The vendor may terminate maintenance by 90 day written notice prior to the anniversary date.

## Not in Project Scope

Radio Configuration Change - this project does not include any special configuration changes to the radio system based upon selection of a radio solution per separate City of San Antonio Radio RFP out-of-scope from the call recording RFP. The Eventide solution provides for diversification of radio integration including Motorola Astro P-25. The tasks of conversion to Motorola, although minor requires licensing and configuration changes. The tasks and expense of conversion are outlined per RFP response. For the purposes of this SOW, alternate radios systems such as Motorola are not included in the project milestones, Section 5.

## Section 3: Environment

This SOW defines the implementation of the above described solution into the Customer's technical and telephony environment

Customer provided and Vista Com provided equipment, if applicable, are detailed in the Vista Com provided Customer Furnished Equipment ("CFE"). Solution Architecture details and diagrams are detailed in the Vista Com provided RFP response.

<b>Radio Type:</b>	<b>Harris VIDA Migration Gateway with EDACs</b>
<b>9-1-1 Type:</b>	<b>VESTA Airbus</b>
<b>Database Type:</b>	<b>Fully embedded PostgreSQL database</b>
<b>Server Operating System:</b>	<b>Linux Debian</b>
<b>Customer-Specific Integrations:</b>	<b>VESTA, Catalyst, Cisco, Avaya, Harris VIDA</b>

## Section 4: Work Locations and Service Hours

### Work Locations:

Vista Com implementation activities typically involve a site visit by one or more members of the Vista Com Implementation Team, but portions of the services associated with this SOW may be conducted off-site as appropriate. Travel and living expenses incurred in the performance of the services associated with this SOW are included in the fees associated with this SOW. No additional travel and living expenses will be billed to the Customer.

### Service Hours:

Vista Com and its subcontractor are maintaining a 24/7/365 support solution for the City of San Antonio.

## Section 5: Project Milestones and Acknowledgement of Services

Each Service deliverable, task or milestone identified below will be deemed delivered when Customer has signed the applicable Vista Com Site Preparation Guide. The Customer will receive a request to acknowledge that the services have been rendered in accordance with the SOW. Customer must accept or reject the requested acknowledgment of completion either by signature or by e-mail.

This section provides the details for the Services engagement including Milestones, Tasks, and Deliverables.

### Milestones, Tasks and Deliverables

#### Milestone: Milestone: Project Initiation - Product Order/Site Prep

##### Description

This phase consists of the Project Kickoff, Planning and Design sessions for site preparation.

During the Project Initiation, the Project Manager will meet with Customer's technical and business representatives to review and verify the components of the technical environment and service milestones for the project. The Vista Com Project Manager will then coordinate the appropriate assignment of tasks.

The Project Manager will also arrange the appropriate Design sessions to address application consulting, best practices configurations and technical architecture and configuration requirements.

The Project Initiation and Design sessions will be scheduled with the Customer's project team and the appropriate Vista Com resources to discuss the following, as appropriate.

- Configuration for the following:
  - Receipt of Order
  - Project Kickoff
  - Site Analysis/Technical Requirements
  - Site Visit/Gather Training Requirements
  - Test Plan Requirements
  - Report Output

#### Deliverables

- Site Preparation Guide/Checklist
- Project Milestones with Associated Tasks
- Project Task Assignments
- Project Schedule
- Test Plan Creation
- Application configuration design documents

#### Vista Com Responsibilities/Tasks

- Review order details
- Review Customer project expectations
- Review training requirements and schedule
- Review system architecture and sizing
- Confirm Customer's hardware delivery and installation
- Create and deliver Site Preparation checklist to be completed by Customer
- Submit Test Plan Template to Customer for Joint Development
- Define project milestones
- Assign project tasks
- Create and deliver project schedule
- Provide application configuration design document
- Schedule Vista Com resources
- Vista Com Provide weekly updates to the stakeholders

#### Customer Responsibilities/Tasks

- Issue Purchase Order
- Set project expectations
- Provide training requirements and schedule
- Confirm vendor installation schedule
- Create and deliver Site Preparation checklist

- Begin working on System Test Plan co-authored with vendor
- Provide vendor access to key personnel
- Provide vendor access to installation locations
- Provide vendor access to user locations

## **Milestone: Pre-Installation Preparation Meeting**

### Description

The Vista Com Project Manager will perform a Readiness Assessment Audit after the Project Initiation and at least two (2) weeks prior to scheduled installation. If, at the conclusion of the Readiness Assessment Audit, the Vista Com Project Manager decides the on-site installation is to begin, the appropriate Vista Com resources will be scheduled.

### Deliverables

- Readiness Assessment Audit
- Site Readiness Documentation

### Vista Com Responsibilities/Tasks

- Review Site Readiness Documentation
- Confirm site readiness
- Plan Installation Date
- Plan Training Dates
- Weekly Report
- Schedule appropriate Vista Com resources

### Customer Responsibilities/Tasks

- Provide site Readiness Documentation
- Confirm site readiness
- Approve Installation Date
- Approve Training Dates
- Review security requirements for Vista Com resources and define login authority and network access
- Schedule appropriate resources

## **Milestone: Installation**

### Description

Vista Com resources will begin the installation process by reviewing the Customer's environment to ensure that it is consistent with the Readiness Assessment Audit. Vista Com will install all licensed Vista Com software, configure said software to integrate with the Customer's telephony environment, conduct an application pilot, and test all key functionality. Initially, this will be performed in a test environment in Vista Com lab. Subsequent to initial testing, and with customer approval, the applications will be configured for a production environment. Vista



Com will complete the installation by submitting site documentation, performing knowledge transfer to Customer's technical support staff and performing a system hand-off to Customer and the Vista Com Customer Support team.

Vista Com will configure and test all integrations (using the Customer's environment) to meet the requirements identified. Integrations will be performed with Customer's supported Harris radios, VESTA Airbus, Cisco, Avaya, Catalyst environment in order to enable standard functionality in the applications identified below.

Vista Com will develop and unit test configurations for call recording control and standard data tagging. Vista Com and Customer will participate in Harris VIDA Radio testing, which will be conducted using Customer's radio environment and decoding equipment from Eventide.

#### Deliverables

- Vista Com software installation and configuration
- Application pilot tested for key functionality
- Site documentation
- Integration configuration and testing
- Harris VIDA Radio testing
- Plexar phones
- VESTA Airbus
- Cisco & Avaya
- Physical installation at customer locations

#### Vista Com Responsibilities/Tasks

- Reviewing the Customer's environment to ensure that it is consistent with the Readiness Assessment Audit
- Receive equipment (Vista Com Lab)
- Confirm order integrity
- Confirm and test operation of components
- Pre-Configure equipment according to site profile document
- Confirm operation of key recorder software functions and client installations on Customer's workstations if applicable
- Confirm that the Customer training room is configured and ready for the Vista Com On-Site Instructor's arrival
- Deliver Equipment to site(s)
- Mount Equipment
- Connect TDM DMARC, VoIP/RoIP DMARC to recorders
- Connect recorder and NAS to network and power
- Activate and Initialize all equipment
- Verify related third-party software if required (must be licensed by the Customer) is installed and configured for integration to the Vista Com solution
- Perform system testing and complete Customer site documentation
- Test Network/TDM/IP/Data connections on all channels
- Test Client PC connection and logins

- Complete Installation checklists for Brooks & Bexar sites in accordance with Attachments (if applicable).
- Knowledge transfer to the Customer's technical support staff in loading and configuring software
- Make any adjustments
- Schedule the Post-Install Meeting
- Weekly Report

#### Customer Responsibilities/Tasks

- Receive equipment from Vista Com personnel
- Ensure demarcation points are active and providing data
- Supply any third party software required of customer equipment
- Perform system testing
- Coordinate with Vista Com on confirming a suitable location to accept the installation of the provided servers. If rack mounting is desired, customer to supply rack and Vista Com will mount Eventide servers on desired position in the rack
- Complete Installation checklists for Brooks & Bexar sites in accordance with Attachments (if applicable).
- Ensure all integration points are configured and available as required for the Customer's specific integration
- Provide access to the customer's networking personnel
- Provide a SPAN port for the Cisco and Avaya phones and all IP information
- Provide a SPAN port for the VESTA and all IP information
- Routing and punch-down of all needed audio connectivity and network cables to be connected to the recording servers.
- On-site presence during installation time, including H/W and S/W setup and testing of PBX interoperability with Eventide equipment
- Provide workstations, clients, for installation of software
- Confirm operation of key recorder software functions and client installations on Customer's workstations if applicable
- Review and approve the Integration Design tests
- View and approve the Harris Radio Tests
- Participate in radio testing
- Confirm that the Customer training room is configured and ready for the Vista Com On-Site Instructor's arrival

### **Milestone: System Testing**

#### Description

Vista Com and Customer will perform system testing to mutually validate functionality of key components of the installed solution. The testing will be performed in a controlled environment which allows Vista Com and Customer to properly perform testing and validate results per the System Test Plan. The System Test Plan will use a basic Vista Com template but will be co-authored with the Customer to create the final System Test plan per Project Initiation Milestone.

### Deliverables

- System Test Plan (Installation Checklist) with documented results

### Vista Com Responsibilities/Tasks

- Perform System Testing with Customer's participation
- Test all recording types, IP, Digital, etc and ensure connectivity
- Test all recording samples for completeness
- Ensure software functionality
- Ensure archive plan
- Test client logins
- Document test results
- Schedule post install meeting
- Weekly report

### Customer Responsibilities/Tasks

- Participate in test, witness configuration confirmation, and record result
- Approve functionality at install of given configurations
- Schedule post-install meeting

### **Milestone: Post-Install Meeting**

- Confirm system configurations
- Confirm system operations
- Document any necessary adjustments and items
- Development of Cut Over Run Book

### Vista Com Responsibilities/Tasks

- Conduct Post-Install Meeting, develop cut-over run book
- Verify stability and design functionality
- Transition all tasks to sustaining production environment and support
- Publish cut-over run book post meeting

### Customer Responsibilities/Tasks

- Verify stability and design functionality
- Transition all tasks to sustaining production environment and support
- Review and confirm cut-over run book

### **Milestone: Training**

Training delivery methods are described below. Course-specific details including agendas, format, duration and recommended participants will be provided by the Vista Com Project Manager. All On-Site Training classes are limited to ten-twenty(10-20) attendees per training session.

### **On-Site Training (Vista Com Professional Services)**

- **Vista Com will tailor training upon needs**

### Description

Vista Com Professional Services provides an on-site course for administrators and evaluators with information and practical skills regarding the use of the Vista Com Eventide software.

### Deliverables

- Train IT and Technical Staff
- Train users, admins, power users, Quality graders
- Train users best support process

### Vista Com Responsibilities/Tasks

- Confirm customer training readiness
- Supply training materials prior to initial training events
- Train IT/Technical Staff as customer desired for recording configuration changes
- Schedule Post-Training Meeting
- Weekly Report

### Customer Responsibilities/Tasks

- Confirm user availability, locations, schedules
- Review training materials prior to training classes
- Schedule Post-Training Meeting

### **Milestone: Post-Training Meeting**

- Confirm completion and begin acceptance period
- Schedule Post-Project Meeting
- Weekly Report

### **Milestone: Post-Project Meeting**

- Customer Sign-Off/Project Completion
- Transition to production support

## **Section 6: Customer Responsibilities Overview**

- Review the Training Support Kits prior to Vista Com scheduled training classes
- Provide access to data required for employee and organization load in the Vista Com-specified format
- Provide security access to buildings and necessary rooms specific to the implementation process
- Arrange for workspace as needed by the Vista Com Implementation Team including but not limited to an active network connection, internet access, and a working telephone
- Provide physical, server and network access to site for all on-site Vista Com personnel as needed
- Provide necessary test phones and/or test pc's to allow Vista Com personnel to perform control testing and system review with appropriate Customer resource

- Provide necessary test environment to perform system testing including a minimum of three (3) workspaces with all necessary equipment to simulate production environment
- Customer supplied hardware purchased, installed and made ready including, without limitation, installation of the operating system, TCP/IP, voice cards (if applicable) and third party software. Installation must be completed prior to arrival of the Vista Com Resource.
- Install supported operating system as necessary on all Customer supplied hardware
- Synchronize time clocks on all servers and data sources (with time zone adjustments as appropriate)
- Provide full security access between all required servers
- Ensure the installation of all cabling and termination as identified by Vista Com and in accordance with Site Readiness process
- Distribution of all required software to the Agent and supervisor workstations if applicable
- Establish remote access to all Vista Com servers for Vista Com Implementation Team throughout the project life cycle and ongoing Vista Com support
- Establishment and maintenance of system environment which meets Vista Com' minimum specifications, including, without limitation, Customer's data network, hardware, telephony servers, dialers, database servers, mail servers, Web servers, and any all non-Vista Com supplied enabling or collaborative technology
- For any onsite workshop or training event:
  - Provide adequate meeting space for the duration of any on-site workshop or training event
  - Provide materials requested by the Vista Com Resource (i.e.: flip chart paper, LCD projector, etc.)
  - Provide the training environment as specified by Vista Com including ensuring that the Vista Com software is up and running, providing required access to the system including participant logins
  - Provide a technical contact to help with any connection/network access issues encountered during a workshop or training event
    - Prior to permitting Vista Com to access any Customer system, Customer is responsible for ensuring that any data related to that system is backed up. Vista Com is not responsible for remediating any lost or corrupt data resulting from an Error in the system or the provision of Services under this SOW. Customer acknowledges and agrees that it is solely responsible for such data and that such data is under Customer's exclusive control. Perform server administration knowledge transfer with Customer's server personnel including but not limited to architectural overview, scheduled maintenance, database maintenance, and operation, care and troubleshooting of the application server.
    - Conduct System Turnover Meeting with key organization contacts and other members of the project team to turn over operation and maintenance of the system to Customer.
    - Formally turn the installed site over to the Vista Com Customer Support team (or outsourced Vista Com subcontractor) for Vista Com software Support

## Section 7: Implementation Team Roles and Responsibilities

### Implementation Teams

All potential roles are described hereunder. Not all roles detailed will be applicable and/or necessary for every project. The specific roles necessary to fill for the purposes of completing the milestones in Section 4 of this

document will be detailed and confirmed by the Vista Com Project Manager at the outset of the project. The parties are responsible for identifying their respective resources to fill each necessary role.

### **Vista Com Implementation Team**

- **Project Manager:** This individual is responsible for coordinating the implementation process to completion and is the primary contact for the Customer. The Project Manager is the facilitator for all project activities, is responsible for scheduling all Vista Com resources. (Note: Vista Com may utilize multiple resources to accomplish project management)
- **System Engineer, Solution Designer, System Integrator, Project Solutions Engineer:** These individuals are responsible for the Vista Com software installation and integration to the Customer's data sources, system testing, and configuration solution design when applicable.
- **Application Consultant, Application Specialist, Business Consultant:** These individuals are responsible for facilitating workshops, business discovery, post-implementation review(s) and solutions consulting,
- **On-Site Instructors:** These individuals conduct all training

### **Customer Implementation Team (Note: a single individual can manage multiple roles)**

- **Executive Sponsor:** Responsible for the decision to purchase the Vista Com solution and is expected to contribute information about Customer's goals for the solution to the organization.
- **Project Lead:** Customer's primary point of contact that is responsible for onsite project coordination and data delivery. This individual must be authorized by senior management with the decision-making powers to ensure the success of the implementation or services engagement.
- **Customer System "Owners":** The Vista Com solution will receive data from a variety of systems. For each of these systems, the Customer's team must include an individual(s) who is thoroughly knowledgeable about the system, its configuration, and its reporting capabilities. System "Owners" will have responsibility for creating reports or providing information regarding database structure to provide data that is read into any Vista Com database.
- **Networking Specialist / IT Contact:** Responsible for procuring and setting up the Servers and PC's on which the Vista Com solution will be installed. This individual is also responsible for ensuring that there is sufficient IT infrastructure (network connection, network disk space, etc.) for system input data to be written and stored on an ongoing basis for use with Vista Com software. The Networking / IT Contact is also responsible for establishing database backup procedures, for ensuring connectivity between the recorder client PC's and the recorder database(s), and for being trained on the data integration components of the Vista Com solution(s). This individual is also responsible for maintenance and update of the recorder software integration into the Customer's computer telephony network environment if applicable. These responsibilities include, but are not limited, to changing established IP addresses for shifts in staffing and installing the final software configuration onto licensed agent and supervisor workstations.
- **Desktop Specialist:** This individual has ownership of content on the desktop PC's in the call center. The desktop specialist has knowledge of content of PC's at the center and has the ability and authority to install software on the PC's. This person should be familiar with any software distribution technology that may be used.

- **System Administrator:** This individual is responsible for the day-to-day physical care of the Vista Com server(s), managing backup and disaster recovery strategies as well as coordinating data storage needs and management of drive space.
- **Telephony Specialist:** This individual communicates with the recorder Application Administrator regarding any changes that occur to specific telephony data (i.e.: extension, logins, groups, queues, skills, etc.) in order that the recorder Application Administrator can synchronize the Vista Com recorder with the telephony infrastructure.
- **Training Coordinator:** Responsible for the coordination of training on the Software. The training coordinator must be able to schedule facilities and determine availability of coaches, supervisors and technical staff for training.
- **Business Resources:** These resources may be called upon to answer questions about policies, people, queues, and other operational information needed for their specific centers
- **Business Users:** These are the primary end users of the Vista Com software

## Section 8: Change Control Process

Customer may request changes in or additions to the Services being provided hereunder by completing a Change Control Approval Request Form supplied by Vista Com. If Vista Com deems the changes feasible, Vista Com will provide a quote for any increase or decrease in the cost of or time required for performance of the Services as amended. Once parties agree to the modified scope and related fees a representative of each party will sign the Change Control Approval Request Form. See ATTACHMENT A. Vista Com shall not be obligated to perform any revised or additional Services unless and until the Change Control Approval Request Form is signed by both parties.

### Change Control Form

Change Control Approval Request Form		
Change Request Control Number:	Current Service Order Number:	Date Issued:
Date Requested: / /	Requested By:	User Organization:
Date Required: / /	User Phone:	User e-mail:
Application or System:		Release/Version:
Additional Time Estimated by Resource Type:		Additional Cost Estimated:

		\$
<b>Summary of Requested Change:</b>		
<b>New SOW Required?</b> [ ] Yes [ ] No		
<b>Change Approval/Disapproval:</b> <input type="checkbox"/> Disapprove Request [ ] Approve for Release # ____ <input type="checkbox"/> Approve for Current Release [ ] Future Consideration		
<b>Final Disposition:</b>		
<b>Reason for Rejection:</b>		
<b>Customer Management:</b> (Name/Title)	<b>Phone Number:</b>	<b>e-mail Address:</b>
<b>Vista Com Project Manager:</b>	<b>Phone Number:</b>	<b>e-mail Address:</b>
<b>Project Manager Signature:</b>		<b>Date Authorized:</b>
<b>Disposition</b>		
<b>Date Assigned:</b>	<b>Signature of Authorized Vista Com Representative:</b>	
<b>Date Of Sign Off:</b>	<b>Signature of Authorized Client Representative:</b>	

### Section 9: Payment/Fee Schedule

DigitalMarkets, Inc. dba Vista Com will provide this service to the City of San Antonio on a fixed fee with deliverables based payments. The total cost of this project is \$1,029,575. The City of San Antonio will be billed on the invoice schedule below due N30.

Scope	Payment Stage	Brooks	Bexar	Amount
Software and Licensing	RFP Acceptance/PO	\$ 186,983	\$ 224,926	\$ 411,909
Hardware and Accessories	RFP Acceptance/PO	\$ 245,481	\$ 216,238	\$ 461,719
Recorder Services	Installation/Training			\$ 115,947
WFM	RFP Acceptance/PO	\$20,000		\$ 20,000
				\$ 1,009,575

Scope	Payment Stage	Brooks	Amount
WFM Subscription	Monthly	\$ 7,392	\$ 7,392

### Section 10: Other Financial Considerations

#### Maintenance After First Calendar Year



The first year of maintenance coverage for all parts, support, 24/7/365, services, updates, onsite, and materials are included in Section 9, Payment/Fee Schedule. As part of the RFP response, Vista Com is partnering with a local SBE, Industrial Communications to fully execute support of the recording solution and is contracted separately from this SOW and any fees in this section, with the City of San Antonio bearing no financial responsibility. Any fees paid on behalf of the City of San Antonio recording solution for OEM support of Eventide are the responsibility of Vista Com, with the City of San Antonio bearing no financial responsibility. Future years of maintenance support which replicate first year of ownership are offered as below.

Brooks

Year 2 - \$61,530  
Year 3 - \$66,658  
Year 4 - \$71,786  
Year 5 - \$76,913  
Year 6 - \$82,041  
Year 7 - \$87,169  
Year 8 - \$92,296

Bexar

Year 2 - \$62,774  
Year 3 - \$68,005  
Year 4 - \$73,236  
Year 5 - \$78,467  
Year 6 - \$83,698  
Year 7 - \$88,929  
Year 8 - \$94,160

# GENERAL FIRM INFORMATION

014 – GENERAL FIRM INFORMATION

1. Firm Information: Provide the following information regarding the Firm.

Firm Name: Digital Markets Inc. dba Vista Com

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 9824 Whithorn Drive

City: Houston

State: TX

Zip Code: 77095

Telephone No.: 281-516-9800 x201

Fax No.: 832-674-8021

Website address: www.vistacomtx.com

Year established: 9/1/2007 as Digital Markets Inc. and since 1/1/1994 as Vista Com

Provide the number of years in business under present name: 10 years under Digital Markets Inc. and 23 years as Vista Com

Social Security Number or Federal Employer Identification Number: 26-0402599

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 82-790-1161

Business Structure: Check the box that indicates the business structure of the Firm.

Individual or Sole Proprietorship

If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation

If checked, check one:

For-Profit

Nonprofit

Also, check one:

Domestic

Foreign

Other

If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: Russell Young

Job Title: President

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Firm must provide the name of person that will sign the contract for the Firm, if awarded.)

Provide any other names under which Firm has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: Houston

State: TX

Zip Code: 77095

Telephone No.: 281-516-9800

Fax No.: 832-674-8021

Annual Revenue: \$ Less than 3 million

Total Number of Employees: 9

Total Number of Current Clients/Customers: 500

1. **Contact Information:** List the one (1) person who the City may contact concerning your proposal or setting dates for meetings.

Name: Robin Clevenger Title: Regional Sales Manager

Address: 9824 Whithorn Dr.

City: Houston State: TX Zip Code: 77095

Telephone No.: 281-516-9800 x201 Fax No.: 832-674-8021

Email: [REDACTED]

3. Does Firm anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

4. Is Firm authorized and/or licensed to do business in Texas?

Yes  No  If "Yes", list authorizations/licenses.

\_\_\_\_\_

\_\_\_\_\_

5. Where is the Firm's corporate headquarters located? Houston, TX

6. **Local/County Operation:** Does the Firm have an office located in San Antonio, Texas?

Yes  No  If "Yes", respond to a and b below:

a. How long has the Firm conducted business from its San Antonio office?

Years  Months

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Firm has an office located within Bexar County, Texas:

Yes  No  If "Yes", respond to c and d below:

c. How long has the Firm conducted business from its Bexar County office?

Years  Months

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Capital Structure:** Provide a brief description of the Firm's capital structure to include:

- a. Total Capital
- b. Total Equity Capital
- c. Net Capital
- d. Total Excess Net Capital
- e. Leverage Ratio

8. **Debarment/Suspension Information:** Has the Firm or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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9. **Surety Information:** Has the Firm ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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10. **Bankruptcy Information:** Has the Firm ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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11. **Disciplinary Action:** Has the Firm ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

No

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12. **Previous Contracts:**

a. Has the Firm ever failed to complete any contract awarded?

Yes \_\_\_ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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# EXECUTIVE SUMMARY

DigitalMarkets, Inc dba Vista Com thanks the City of San Antonio for allowing us to respond to your RFP for a logging recorder solution. The RFP lists forms and sections detailing the companies, subcontracting arrangements, experience, and the solution so this will summarize the offering and attempt to differentiate the solution.

Vista Com is a leading provider of many OEM recording solutions in hundreds of customer locations throughout Texas, Oklahoma, Arkansas, and Louisiana. Our staff has performed numerous projects and integrations with public safety, call center, utilities, and hospitals to name a few.

Vista Com is offering a recording solution from Eventide, Inc of Little Ferry, New Jersey. Additionally, Vista Com is subcontracting with a local SBE known as SAT Communications, LTD, dba Industrial Communications. With both the prime and subcontractor and the OEM Eventide, we believe we can offer you an intuitive and user friendly solution that requires little maintenance.

#### Product

Eventide has created a unique recording appliance that adheres to NENA i3 specifications. Here are some key differentiators.

- Linux OS – Eventide engineers have developed a single operating system in its Linux platform. The system requires no user coding or Linux programming as Eventide has built a very intuitive browser-based GUI that enables full search and replay and recorder administration. The platform sits harmoniously on a Windows network requiring no anti-virus management. Because the OS and application are one in the same, there are less resource requirement within the platform allowing for multiple integrations in a single form factor.
- True Browser – the browser based application is browser agnostic with Google Chrome, Internet Explorer, Firefox and Edge. The user software is a holistic experience in that one URL launches all activities including instant recall, incident creation, quality grading, and platform management. No separate programs are required. It is a true browser in that no client prerequisites are required. Deployment can be as easy as sending an email communication to users with a URL link to the recorder.
- Hardware components are commercial off the shelf except for the rugged purpose- built case. Redundancy exists throughout including drives, fans, and power supplies.
- Integrations – Eventide has the most radio and console integrations in the industry. Eventide is tested and delivers Motorola Astro version 7.17 and Harris SR10A.3, both the latest offerings. For San Antonio to switch from one radio OEM to another will require radio integration licensing and configuration changes but no hardware changes. We do not view this as a complex change. Channel licenses for P-25 radio are concurrent regardless of the number of talkgroups.



- Serviceability – the recorders require no Windows updates and OS changes for performance and features, are released by Eventide for support personnel to execute through a self-driven install script. Upgrades are done in minutes and come two to three times per year. The system can be remotely supported through the browser GUI. Additionally, service personnel can utilize Eventide's point-to-point recorder built in VPN capability to monitor SNMP and to make adjustments for service requests without involving the requestor.

#### Software

Eventide's NexLog software is intuitive and as mentioned browser based. Many industry offerings provide similar features but below are some that may stand out.

- Multichannel instant recall of all sources for a given security profile at one time
- A portable standalone thin client can be distributed to allow non-users to view actual proprietary incidents with certification of source at playback (ie. Courts, Investigators)
- Ability to add non-recorder media and documents to the recorder incident collection of calls to provide a better assembly of all evidence such as photos, pdfs, reports.
- Call timeline tagging to illustrate an event for both text and user spoken voice
- Built-in enhanced reporting allowing the user to easily create custom reports based upon recorder data queries that result in graphical and interactive reports. The reports can be automatically delivered to others via scheduled email, downloaded as csv or viewed on the PC.
- Security features for passwords, Windows authentication, SSL
- Built-in agent quality that enables supervisors and agents to interact on a graded incident through posted response and confirmations
- Ability to log into multiple recorders at once providing the user a common view of all sources

#### Service and Support

Within this RFP you will find that Vista Com is partnering with SAT Communications, dba Industrial Communications on service and delivery. Through the combination of Vista Com and Industrial Communications you will have a large expertise at your request including 9 Texas based and trained technicians (3 local). The support ticketing system will provide instant feedback to your request via phone, email, or webform and notify you along the way of the requests status including when it is resolved.

Industrial Communications is a strong local provider of radio systems and a current vendor of the city and a member of SAMSA. They will bring a unique combination to our support delivery of both radio and recording applications.

We look forward to answering any questions you may have and hope to become a vendor in the future.

# PROPOSED PLAN

#### 4.1.1 Recording System Architecture Overview

4.1.1.1 The Respondent shall provide a detailed overview of its proposed Recording System and how it adheres with the specifications outlined in this solicitation. Provide a detailed technical and architectural overview of the Recording Systems illustrating the Recording System hardware and software elements and key capabilities. *Response:* The proposed Eventide Nexlog Recorders are purpose built Linux appliances specifically designed for Mission Critical Dispatch environments. Eventide only designs, assembles, and deploys through partners such as Vista Com. Eventide has over 2,300 deployed Nexlog's in PSAPs. Vista Com has hundreds of Nexlog recorders in TX, OK, LA, AR areas. Eventide has participated in all NENA i3 interoperability that involve recording (ICE Events) and is currently shipping SIPREC and Event Logging software to enable PSAPs to record in a Next Generation 9-1-1 environment. In addition, Eventide has developed tight integrations with virtually all LMR, Dispatch, 9-1-1 Telephony, and administrative telephony system to enhance the fast and accurate location, replay, packaging, and export of specific recordings. Nexlog's Linux operating system drives its high availability by avoiding the rebooting, updating, and virus attacks suffered by other operating systems. Eventide assembles its Nexlog's in Little Ferry, NJ using commercial off the shelf components to ensure that all drivers and firmware of the components are fully compatible with any new software releases. Controlling the components allows local Eventide partners to be able to fully support any hardware/software issues that might arise. Vista Com the Texas-based certified dealer of Eventide provides sales and 24x7x365 support.

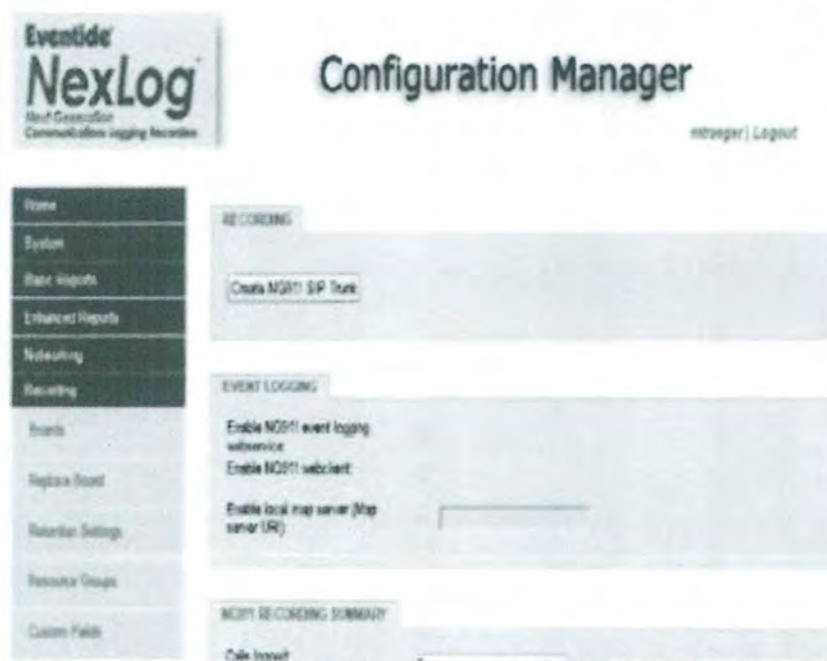
4.1.1.2 Describe how the solution maintains high availability and the associated redundancy schemes. *Response:* The Nexlog recorders come with Linux operating systems, RAID 5 Disk Arrays, Dual Bonded Network Interface Cards, Dual Hot Swappable Load Sharing Power Supplies, Strong Password Controls, Channel Inactivity Alerts, "heartbeat" notification, Audit Trails, alerting the recorder, at the user interface, via e-mail and/or SNMP. The recorders can be deployed in an active recording configuration to ensure that if one Nexlog has a catastrophic failure there is a second Nexlog actively recording without human intervention. In addition, the Nexlog can copy recordings from its internal RAID 5 Disk Arrays to multiple Network Storage Devices for Geo-Diverse Archiving.

4.1.1.3 Illustrate the major components and state the amount of rack space required by its solution. *Response:* Vista Com has proposed at **Brooks location:** (7) Nexlog 740 3U 19" Rackmounted

recorders, (2) Nexlog 840 4U 19" Rackmounted recorders, (1) 16 port KVM, (4) Tripp Lite 2U Rackmounted UPS. **Bexar location:** (8) Nexlog 740 3U 19" Rackmounted recorders, (1) 16 port KVM, (3) Trip Lite 2U Rackmounted UPS. Central Archiving: (1) Nexlog 740 3U 19" Rackmounted recorder.

Please see attached Visio diagram.

4.1.1.4 Demonstrate how its solution adheres to NENA i3 specifications and other open standards prescribed herein. *Response:* Eventide has participated in all of NENA's interoperability (ICE) events and is currently shipping SIPREC and Event Logging software for use in an i3 Next Generation 9-1-1 environment. Nexlog's are currently in use in states who have stopped using CAMA trunks and now are using SIP trunks. Eventide is prepared for the evolution to i3 environments as states and localities move to change their infrastructure.



Next Generation 9-1-1 SIPREC and Event Logging Set up in NexLog

4.1.1.5 Demonstrate how the Logging Recording System shall record 911 SIP trunks, whether the recording is trunked line-based or position-based; describe the benefits of the selected approach. *Response:* Eventide's Nexlog can be field configured to record a variety of SIP inputs including 9-1-1 SIP trunks. Nexlog's are in operation in states and agencies that are using 9-1-1 SIP trunks.

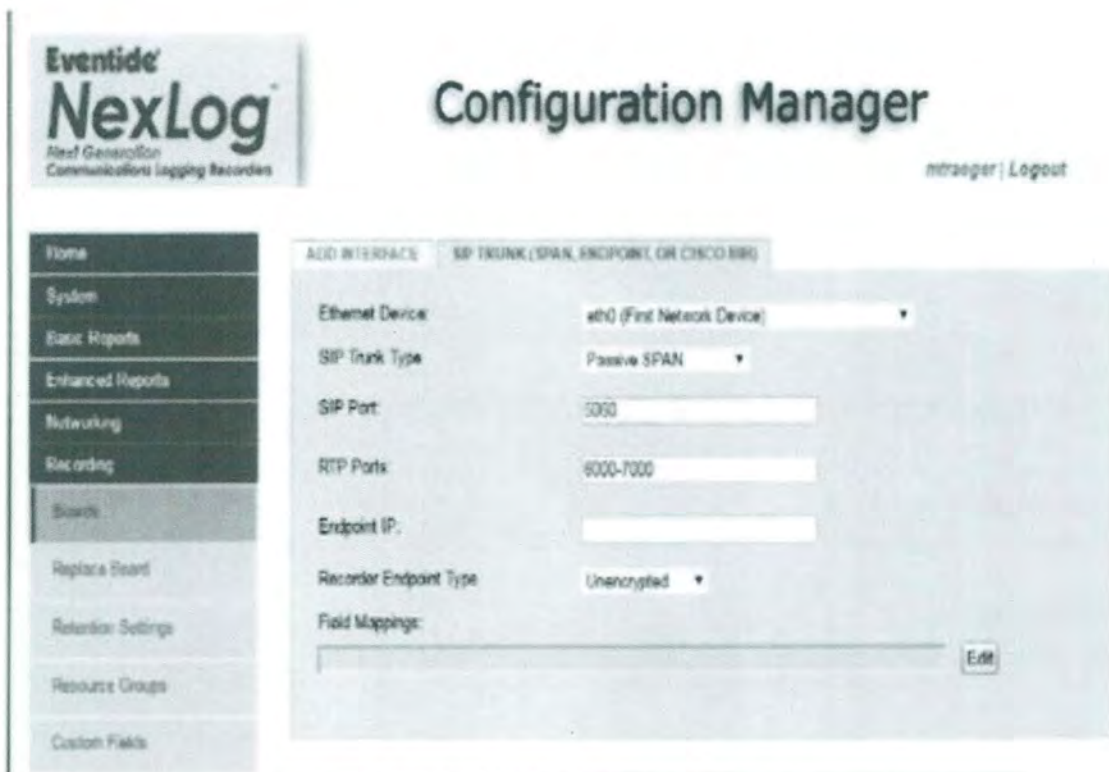


The screenshot shows the 'Configuration Manager' interface for Eventide NexLog. The page title is 'Eventide NexLog Next Generation Communications Logging Recorder'. The user is logged in as 'mrsager'. The main configuration area is titled 'ADD INTERFACE SIPREC' and contains the following fields:

- Ethernet Device: eth0 (First Network Device)
- SIP Trunk Type: Recorder as Endpoint
- SIP Port: 5060
- RTP Ports: 8000-8000
- Endpoint IP: [Empty field]
- Recorder Endpoint Type: Unencrypted
- Event Logger IP: [Empty field]
- Event Logger Port: [Empty field]
- Field Mappings: [Empty field]

On the left side, there is a navigation menu with the following items: Home, System, Basic Reports, Financial Reports, Networking, Recording, Search, Replace Search, Retention Settings, Resource Groups, and Custom Fields. The 'Recording' item is currently selected.

### Configuring a SIPREC license



Generic SIP Trunk Configuration

4.1.1.6 Describe its anti-virus protection scheme. *Response:* Eventide does not require anti-virus software on the Nexlog recorders because the recorders are a closed system without an interface to install or run malicious code. The recorder does not provide a user interface like Windows where you can download and double click to launch. The recorder is a locked down appliance. Programs on USB's do not get executed like they would on Windows. There is no path to run software on media that is plugged in for example.

4.1.1.7 List alert notification technologies supported. *Response:* The Nexlog recorders come standard with alerting at the server, at the user interface, and via email and/or SNMP. Vista Com also receives the alerts from the Nexlog recorders for our service personnel via securely connected network management appliance or simple email. There are hundreds of

preconfigure system alert messages with priority notification and triggered alerts. Administrative and/or service personnel can securely review alerts in numerous ways as

simple as email or via SNMP trap including 24/7 remote secure built-in point-to-point monitoring.



## Configuration Manager

mtreanger | Logout

Name	ALERT CODE	ALERT TEXT	SEVERITY
System	9011	LOCRCMWF alarm on port <-112-> on the board of type <-110-> in position <-111->	WARNING
Basic Reports	9012	TS16RAI alarm on port <-112-> on the board of type <-110-> in position <-111->	WARNING
Enhanced Reports	9013	Failed to open channel <-111-> on the board of type <-110->. Error <-112->	WARNING
Networking	9014	Failed to configure channel <-111-> on the board of type <-110->. Error <-112->	WARNING
Recording	9015	No signal present on channel <-111-> on the board of type <-110->.	WARNING
Alerting	9016	Recording could not be started on channel <-111-> on the board of type <-110->.	WARNING
Alerts and Logs	9017	Recording could not be stopped on channel <-111-> on the board of type <-110->.	WARNING
Active Alarms	9018	Read timeout on channel <-111-> on the board of type <-110->.	ERROR
Alert History	9019	Read fail on channel <-111-> on the board of type <-110->.	ERROR
Alert Config	9020	Continuity check error on channel <-110->.	ERROR
Logging	9021	The continuity number is not being updated on channel <-110->.	SEVERE
GPIO	9022	<-110->(<-111->) has not been heard from in <-112-> seconds. The recorder may not be recording.	SEVERE
Email	9023	Analog Telephony Board <-110-> has malfunctioned and has been disabled.	SEVERE
Alert History	9024	Recording interface is configured as disabled and not recording. Enable the device to begin recording.	SEVERE
Client Activity	9025	One or More Digital PBX Channels are receiving a large number of line errors. Please check your wiring and phonesets.	WARNING
Users and Security	9100	The recorder is experiencing a connection error with the remote gateway of address <-110->. Error <-111->.	ERROR

Partial list of possible NexLog alerts to be distributed at the unit, the user interface, or via e-mail and/or SNMP.

4.1.1.8 State the database application employed. Response: Eventide Nexlog recorders uses a PostgreSQL database.

4.1.1.9 Respondent shall populate the following table to demonstrate the capacity (upon initial deployment) and the scalability of the logging recorder system (with additional software licensing only).

Record. Interact. Optimize.

Category	Initial Solution	Additional Software Licensing (Max)
Total Telephony Lines	Brooks: 298, Bexar: 439	Brooks: 48, Bexar: 72
Simultaneous Telephony Lines	Brooks: 298, Bexar: 439	Same as above
Total Radio Talkpaths (trunked and Conventional)	Brooks: 544, Bexar: 544	Brooks: 120, Bexar: 220 Rail, 200 VoIP/SIP
Simultaneous Radio Talkpaths (trunked and Conventional)	Brooks: 80, Bexar: 90	Same as above

4.1.1.10 Describe the proposed Logging Recorder System solutions' ability to interface with other major Telephony Systems, and list Call-Taking systems with which it has successfully deployed the proposed radio systems and logging recorders. *Response:* Eventide and Vista Com have installed Nexlog recorders with many interfaces such as:

Motorola P-25	EF Johnson P-25	West Viper Console SIP	Catalyst
Zetron	Microdata SIP	Airbus Console SIP	ProQA
Harris P-25	Avaya UNI Stim	Telex P-25	Cox SIP

4.1.1.11 Describe, if applicable, remote access of the Recording System features including capabilities and constraints (e.g., security) *Response:* From a maintenance perspective, Vista Com uses a network monitoring application (NMA) which allows secure access. The NMA is a point-to-point VPN connection that monitors each recorder's health for many system variables. Additionally, the NMA allows service personnel to respond to service request of users without the need for remote control of a user's desktop.

From a security and user perspective, Vista Com can setup the user logins by using LDAP and unique user criteria. Other ways of security within the Eventide is listed below:

- o Multiple user profiles control access permissions down to the channel level and user role
- o Password complexity enforcement (Minimum Length, Minimum Digits, Minimum Lowercase Characters, Minimum Uppercase Characters, Minimum Special Characters)
- o Programmable password aging and expiration, with option to force password change after user's first login
- o Account lockout after "n" failed login attempts
- o Rejection of attempt to re-use last "n" previous passwords



- o Option to permanently disable user's account x days after password expires
- o Option to authenticate NexLog users via external SMB service
- o Selectable security group per user (Admin, Archivers, Exporters, Monitors, Maintainers, Researchers)
- o Selectable replay interval limit (hours, minutes) for Instant Recall
- o Auditing of user access and actions (Time, User Action, Success, and Description)
- o Auditing of Client activity (Workstation User, Client ID, Login Time, Logout Time, License In Use, Client Type, and Client Address)
- o Secure lock-protected on/off switch

4.1.1.12 Provide an overview of the Recording System management and fault monitoring module and its capabilities. List the alarm types. *Response:* The Eventide solution's monitoring system provides hundreds of alerts that can be generated with configurable severity responses. Below is an example of alerts that can be generated. Vista Com also monitors each customer's recorder and is notified when an alert occurs (if the customer allows secure VPN NMA connection).

ALERTID	ALERT TEXT	SEVERITY
0	blank	INFO
1	The system has received a test alert	INFO
2	The system has received a test alert(Auto Resolution)	INFO
3	The system has received a test alert(Manual Resolution)	INFO
5	The recorder <-1->, has lost the network connection	WARNING
7	the <-110-> archive drive has been removed or is not functioning.	ERROR
8	Recorder Startup	INFO
9	The process <-110-> has malfunctioned on recorder <-1->. No data loss or user intervention is expected.	INFO
10	The process <-110-> has malfunctioned on recorder <-1->. Secondary systems may temporarily behave unexpectedly. No data loss or user intervention is expected	ERROR
11	The process <-110-> has malfunctioned on recorder <-1->. The system is attempting to recover. Recent Data may have been lost	ERROR
14	The recorder was not properly shut down. This can cause serious loss of data. The shutdown time was approximately <-110->.	WARNING
15	Recorder Shutdown	INFO
16	An error occurred while shutting down the system. Current archived data may be damaged.	WARNING
18	The system has detected a time change on the recorder. The time has changed from <-110-> to <-111-> in the elapsed time of <-112-> seconds. This may be normal.	INFO
21	Recorder time is not synchronized to any configured time source.	INFO
22	At least one configured time source is not currently reachable	INFO

4.1.1.13 Indicate network bandwidth and capacity requirements. Detail any requirements for LAN or WAN traffic that may be necessary to allow data to flow from workstations to servers, including but not limited to firewall restrictions, permissions, socket types, protocols,

etc. *Response:* Vista Com would need Port 80 and 81 between positions and replay users and the Nexlog recorder. Required bandwidth can vary, depending on the recording, replay traffic, and/or screen recording. It is recommended that customers use 1GB capable Cisco or equivalent switching gear which is often standard in environments such as San Antonio. Audio is streamed at an efficient 13kbs GSM and video is compressed and only contains screen pixel changes.

4.1.1.14 Explain how the Recording System clock employs and will be synchronized with the Radio and Telephony time sources. *Response:* Vista Com uses NTP server that is available on the San Antonio network. Vista Com recommends all clocks synch to the same time source.

4.1.1.15 Describe the proposed solution to provide the Optional Operator Position-Based Radio Recording capability. *Response:* Vista Com can record the position radios via analog connection.

4.1.1.16 Discuss the expected and/or published serviceable lifecycle (assuming proper maintenance) of the Logging Recorder System. *Response:* The Eventide recorders can have a lifecycle a minimum 10 yrs. if maintained properly. Vista Com keeps the software of the recorder updated to all customers that are covered in maintenance programs.

4.1.1.17 Describe whether deletion of recordings per the retention policies affects the System's ability to generate general reporting and statistics including legacy metadata. *Response:* The Eventide solution can be configured to remove all audio and record specific metadata pertaining to the recording therefore reporting of this data will not be available once beyond the state retention period.

State how long such metadata, necessary for general reporting, could be retained if necessary. *Response:* If the customer does wish to maintain metadata for reporting purposes they do have the option to centrally archive metadata for that reason for as long as the customer desires.

#### 4.1.2 Search and Reconstruction Features Description

4.1.2.1 Provide a detailed description and illustrate the Archiving, Search, Retrieval and Reconstruction capabilities of the Recording System. *Response:* Eventide's MediaWorks is a true browser based utility to allow users to retrieve audio and metadata from the recorder

or archived locations and group these records into collections known as incidents. Records can be manipulated through software to further illustrate the timeline of events for the incident. Incidents can be stored permanently, protected from deletion, and exported through simple menu driven commands of the system. See attached illustrations. NOTE: San

Antonio has requested geo-redundant systems. We are proposing duplicate recording. Each recorder will be configured to archive to each other. With this configuration Eventide's software will duplicate databases as central archive takes place. If one recorder loses information for example during upgrade, the other recorder can replace the missing archives through central archiving. To minimize network traffic we wish to trigger central archive post event to ensure records are restored.

## Archiving

### Overall System Archiving



SAV - recorder can archive other audio received per user configuration date: 10 to 5 network storage location: USB, DVD, RAID

### Specific Archive and Retention Rules By Resource



Configurable rules can be set by group. Example - local audio at screen 1 to be deleted within 60 days but audio from archived permanently to a SAN

ARCHIVE - configure channel 24 screen and channel 2 Prio to save to a SAN 12 hours after call ends

RETENTION - configure channel 24 screen and channel 2 Prio to be deleted from the recorder 60 days from call end

PERMISSIONS - grants access to the group for specific users per their login credentials

## Searching With Filters



You can search on numerous metadata information types assuming your telephony environment can pass this information to the recorder



Record. Interact. Optimize.

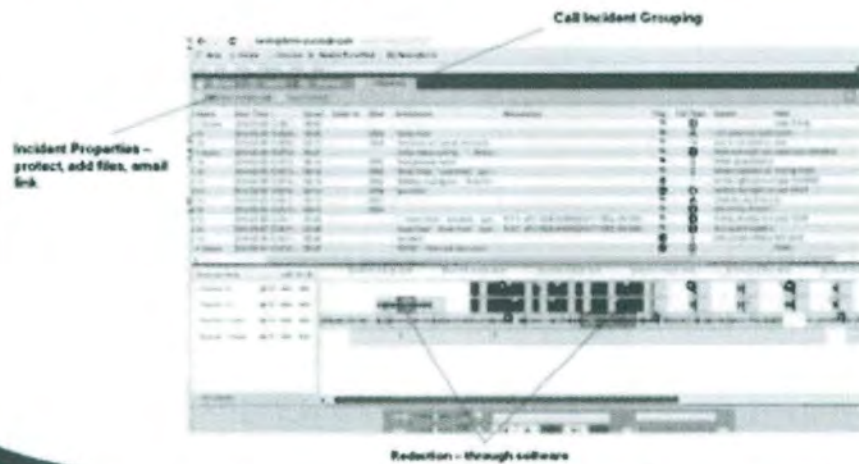


exlog vstacom	Channel 2	2017-04-26 15:32:33 -05:00	00:06	4017797010	Inbound	4753
exlog vstacom	Channel 2	2017-04-26 16:27:07 -05:00	00:07	201906614	Inbound	5085
exlog vstacom	Channel 2	2017-04-26 11:29:24 -05:00	00:27	2817727398	Inbound	5004201
exlog vstacom	Channel 2	2017-04-26 09:46:20 -05:00	00:39	4093793332	Inbound	5004209
exlog vstacom	Channel 2	2017-04-26 09:45:27 -05:00	00:50	4093795544	Inbound	5004212
exlog vstacom	Channel 2	2017-04-26 09:46:07 -05:00	00:10	2818152221	Inbound	8992
exlog vstacom	Channel 2	2017-04-26 08:50:03 -05:00	02:20	9721377544	Inbound	39500



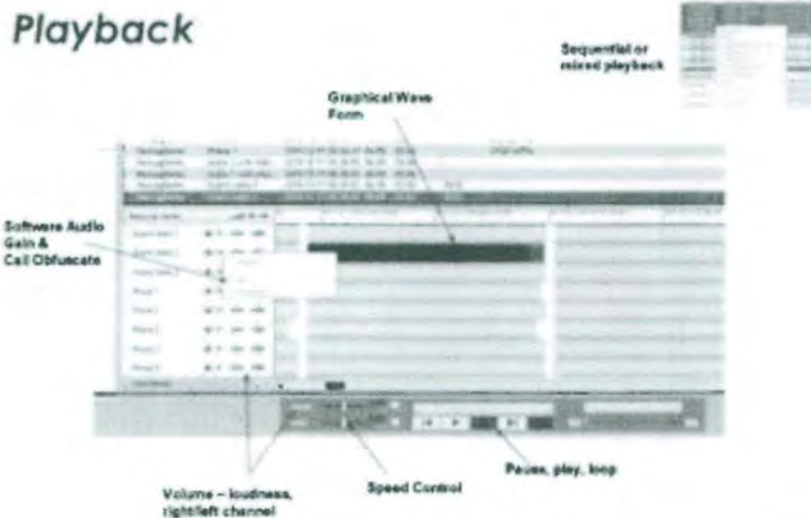
Text Annotations— example of 10 text annotations with 4000 characters on a single call

## Scenario Replay "Incidents"



4.1.2.2 Describe, if applicable, the Playback Only module. Response: Playback can be executed from many screens, most simply by double mouse-clicking on a record. Various type of playback is available such as sequential playback, skip silence playback, mixed mode (true event) playback. Additionally, you can amplify, redact, loop calls, and obfuscate. Simple commands such as fast forward, slowing playback are also easily executed Manipulated software controls of a call are carried through export as well and

can be easily removed. Users can also view graphical wave forms to determine points of activity within a call record.



4.1.2.3 Describe the overall Recording system feature, end-user licensing, and bundling schemes (e.g., Screen Capture licensed by number of total authorized users, concurrent users, or operator positions). *Response:* Many features used in Public Safety compliance are included in the recorder's MediaWorks software but depending upon need there could be additional features requested subject to a license fee. The fees however, are affordable under Eventide's pricing structure. All features except for screen capture do not require additional software loading and are activated in the utility table with a license key. (Screen capture requires a license key but also requires a small video capture program be installed on target clients.) Eventide uses concurrent licensing for user software. The User software is grouped in quantities of 8 whereas the need of 9 concurrent users would require two eight packs for user software that lists for \$995 per eight in this example. Concurrency means that the user tables can contain unlimited user profiles and security rights but on X times license allowance can be utilizing the software at a given time. Eventide does allow its dealers some flexibility of need especially in sizing like San Antonio. Because of this, Vista Com will offer licensing at the onset of the project commensurate with the stated users and will adjust upward any unforeseen need free of charge.

4.1.2.4 Identify the audio and video file format generated. *Response:* The Eventide software uses .wav, mp3 and wma.

### 4.1.3 Recording System Features Overview

4.1.3.1 Respondent shall briefly describe the following Recording System features and how the proposed solution fulfills the applicable requirements:

**Live Monitoring:** *Response:* Within the Eventide solution, the Live Monitoring feature is under the Channels Tab within the Media Works Plus user software. See figure below. The Channels Tab displays all physical channels in a list and provides live status information for all physical channels on the recorder. Each channel is displayed with the Channel Name, Channel Number, and current Channel Status. To enable live monitoring of the data currently playing on a channel, click the icon/symbol under the Live Monitor column for the selected channel.

Channel Name	Status	Live Monitor	Channel Status
Channel 1	001	+	● Live
Channel 2	002	+	● Live
Channel 3	003	+	● Live
Channel 4	004	+	● Live
Channel 5	005	+	● Live
Channel 6	006	+	● Live
Channel 7	007	+	● Live
Channel 8	008	+	● Live
Channel 9	009	+	● Live
Channel 10	010	+	● Live
Channel 11	011	+	● Live
Channel 12	012	+	● Live
Channel 13	013	+	● Recording
Channel 14	014	+	● Recording
Channel 15	015	+	● Recording
Channel 16	016	+	● Recording
Channel 17	017	+	● Recording
Channel 18	018	+	● Recording
Channel 19	019	+	● Recording
Channel 20	020	+	● Recording
Channel 21	021	+	● Recording
Channel 22	022	+	● Recording
Channel 23	023	+	● Recording
Channel 24	024	+	● Recording
Channel 25	025	+	● Recording

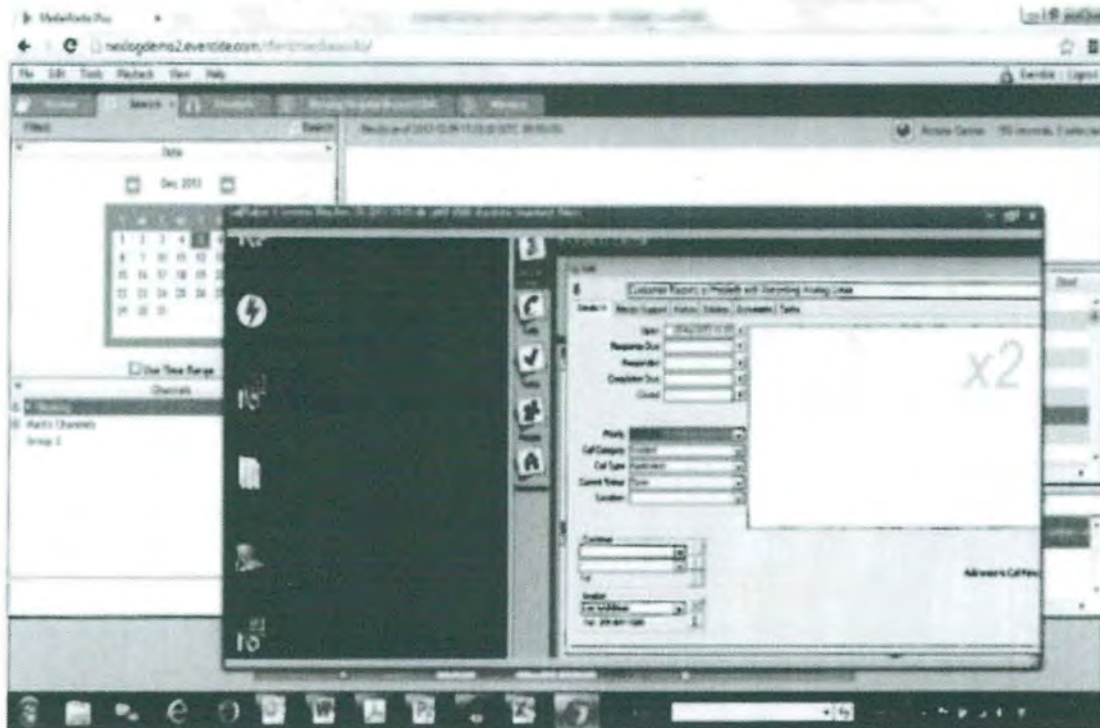
The status of each channel is displayed in the Channel Status column. A colored square indicates the current status. The colors correspond to the following states:

- **Green** – The channel is enabled, but not currently recording any audio.
- **Red** – The channel is enabled and is currently recording audio.
- **Yellow** – The channel is disabled.
- **Grey** – The channel is disabled by the system or is not recognized.

**Screen Capture:** *Response:* The Eventide screen capture shown below

Recording of screen activity from desktop Windows-based PCs (Windows XP, Windows Vista, Windows 7-32 bit)

- o Synchronized screen and audio playback (with MediaWorks software)
- o Adjustable recording parameters: color density, frames per second, and seconds per key frame
- o Screen capture trigger modes: Always, Scheduled (shift-based), User activity (keystroke/mouse activity), audio channel activity, or optional customized trigger



**GIS Modules:** Response: Eventide provides location mapping within the NexLog MediaWorks application. There will be two main components of metadata for San Antonio, one being location coordinates for 9-1-1 CAD Spill ANI/ALI and the other can be Harris VIDA SR10.3 which is able to provide radio locations. Metadata that posts location information can easily be mapped via built-in Google Maps. Client PCs will need internet access of downloaded Google MAP database. Optionally, Eventide can provide custom integration to the customer's GIS database (not quoted in response). Map info can be drawn in regions on a map and reveal calls and associated metadata. Users can play back by clicking a pushpin if they desire.





Geo Mapping Example



Custom Reporting Example With Location Information

**Quality Assurance Module:** Response: Eventide offers its Quality Factor evaluation options which allows users to custom build evaluation score cards with weighted questions that roll up to draw out the skills of individual, shift, responsibility (Call taker, Dispatcher, PD, EMS, FD, etc), and/or the overall operation of the PSAP. Evaluators can use their HTML5 browser to evaluate recordings that were randomly selected by Quality Factor using the evaluator's search parameters. Evaluations can be summed for reporting as desired with notification to the person being evaluated and/or other interested parties. APCO/NENA's evaluation forms are pre-built into Quality Factor if those forms are desired. Quality Factor is activated by licensing and stored within the same recording server solution without the need of separate software or hardware. Supervisors and agents can interact through posted responses securely through the same application eliminating the need for email

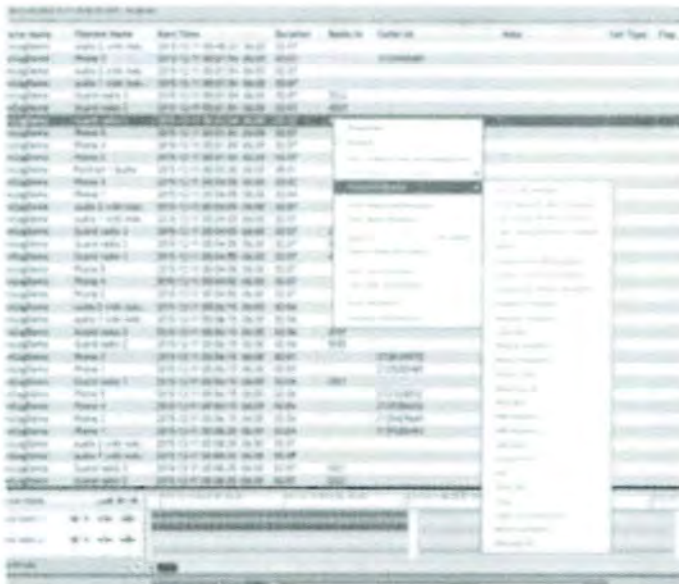
or prints. Supervisors set up their agent and group hierarchies and components such as KPAs, question response types, and various forms. Forms are assigned percentage of passing and question values. Questions include the ability to autofail or flag for importance and N/A if not needed. Comments can be forced or optional. Graders can easily launch a form to grade a call or a group of calls and screens such as an incident. The application is entirely integrated within MediaWorks but depending upon users rights it can be restricted. Graded agents can log into instant recall for example and pull up their graded form by his or her supervisor. Agents can play back the call including graders text annotations or voice annotations and comment for added feedback. Supervisors are notified by email of a comment and can review the form feedback of the agent. The system can trigger calls to be flagged for evaluation every X number of calls or perhaps by minimum call duration which are presented to the supervisors upon log in.

The screenshot displays the 'Form Creation' interface in VistaCOM. At the top, it shows 'Form Name: [ACT] Call Handling', 'Passing Score: 0%', '% Flags to Fail: 2', and '# Failures: 0'. Below this, there are five question entries, each with an 'Answer' dropdown (Yes/No), 'Points', 'Flag Under', '% Autofail Under', '% Comment Mode', and 'Allow N/A' options. The questions are:

- Question: Did the agent properly greet the caller? Skill: Initial Contact
- Question: Did the agent verify the caller's telephone number? Skill: Call Control
- Question: VC Did the caller answer within 10 seconds? Skill: Initial Contact
- Question: Did the agent describe the caller's name and location? Skill: Information Gathering
- Question: Did the agent quickly determine the severity of the caller's situation? Skill: Information Gathering

At the bottom, there are two tabs: 'Skills' and 'Questions'. The 'Skills' tab is active and shows a list of skills: 'ALL', 'Initial Contact', 'Call Control', and 'Information Gathering'. The 'Questions' tab is also visible and shows a list of questions: 'All pattern information from CAD disseminated?', 'Disseminated info about alcohol and drug use?', 'Disseminated info about description of offenders/subjects?', and 'Disseminated info about description of vehicle?'.

## Form Creation



### Grading a Call

**Workforce Management** – Forecasting and Employee Scheduling modules: Vista Com is providing a solution as optional from NICE Uptivity. Uptivity was recently acquired by NICE. Vista Com has been a dealer and support partner of Uptivity for the past two years. Although the Uptivity WFO is a standalone application, it is intuitive and can easily be deployed in virtual machine IT environments.

#### 4.1.4 Recording System Sustainability Overview

4.1.4.1 Explicitly discuss the expected and/or published serviceable lifecycle (assuming proper maintenance) of the LRS as a whole and all major network components and subsystems. *Response:* The Eventide recorders can have a lifecycle at a minimum of 10 yrs. if maintained properly. Vista Com keeps the software of the recorder updated to all customers that are under a maintenance contract.

4.1.4.2 Describe the process by which these components are maintained or upgraded (e.g., software only, firmware only, hardware replacement) over the required sustainment timeline of eight (8) years. *Response:* Eventide releases operating system revisions from time to time typically 2 to 3 per year. These revisions will be released to the customer base through their regional dealers for application. Within the revisions of operating system there will be performance upgrades as well as feature changes. Vista Com ensures feature changes are communicated to the user community through email blast, blogs, and direct communication. The account managers and service personnel

will provide additional account knowledge to ensure key features are known as they are released. Rarely has Eventide required a hardware upgrade for any operating system performance or feature enhancements.

However, if a customer desired to add more storage to the onboard system it can easily be accomplished with our service team. Memory, CPU and system resources are managed in a Linux environment providing an efficient bandwidth. Operating system upgrades can be performed by bootable ISO disk or remote push. Eventide provides a self-contained upgrade script that paces the system through the entire upgrade without manipulation by an admin that ends in an eventual reboot of the system. Depending upon database size upgrades typically are completed in less than 30 minutes.

4.1.4.3 Explain the software licensing requirements of the proposed system and how the capacity and growth and affects licensing. *Response:* The Eventide user software, Media Works Plus is licensed in increments of 8 concurrent licenses with unlimited users in the user admin table. There are no constraints in regard to system sizing for additional users as quoted. If the customer wishes to resize the concurrent users significantly we request that information to determine if there is a bandwidth concern.

4.1.4.4 Describe hardware and software changes, if any, to the proposed solution required to support impending SMS, Video and other NG911 data. *Response:* SMS delivered through Enhanced CDR require no hardware changes and only licensing and configuration modification. Any other form of capture such as TTY can require the addition of an analog channel. Video screens and other 911 data comply with this response. Currently, we suggest a separate NexLog for every 30+ concurrent screen capture applications.

4.1.4.5 Explain how the Recording System would be scaled and upgraded to accommodate additional recording and archiving capabilities, and feature upgrades, beyond the prescribed requirements. *Response:* Each Eventide recorder appliance may provide additional resource bandwidth above what is designed at installation. Depending upon the recording requirement, the addition of channels requirement could possibly be accomplished through licensing and added channel configuration. If a TDM addition is required, the digital or analog capture board will be added to a slot in the motherboard assuming slots are available with resulting configuration. Should a recorder box be maximized another recorder box can be added allowing for hundreds of extra

channels capacity. Recorder transparency will exist as Eventide utilizes network access bridging for multiple recorder access by the user. In regard to archive, Eventide provides

one central archive license for free but two additional archives can be configured with licensing. Note: Each NexLog dedicated to telephony and radios will be equipped with central archive to each other but triggered after a system shutdown. This will enable one recorder to fill in missing recordings of the other recorder.

4.1.4.6 Describe your Technology Roadmap for the Recording Systems over the next five years including:

Integration of emerging PSAP technologies such as SMS and video to 9-1-1  
Planned features and capabilities

Response: This information is not for public knowledge within an RFP due to competitive and proprietary information. If Vista Com and Eventide are chosen; then we can discuss the projected roadmap.

#### 4.1.5 Implementation Scope of Work and Timeline

4.1.5.1 Provide the project management plan that will be used for this project, and describe the proposed approach to manage all tasks required to complete all Phases including:

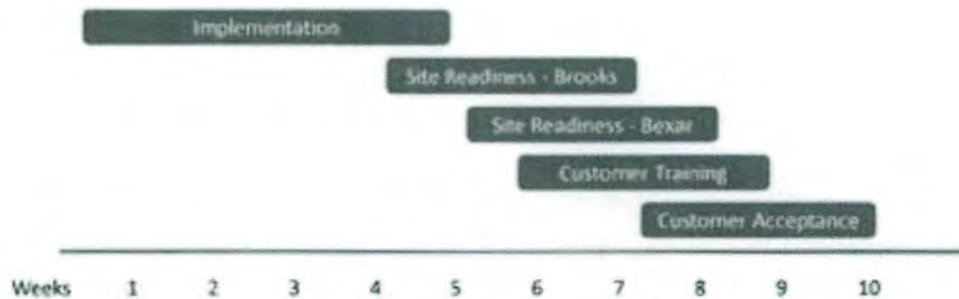
Kick off and Project Plan Development  
Requirements Gathering and Detailed Design Development  
Solution Implementation and Optimization  
Solution Migration and Training  
System Testing and Acceptance

Response:

#### Processes

Vista Com will coordinate all aspects of the system implementation from inception to acceptance. Our teams are committed to ensuring a smooth implementation for all customers. After an agreement to purchase has been made, the following guidelines are

## Typical Recorder Installation Timeline – Brooks, Bexar



followed for pre-installation, installation, post installation, and throughout the lifetime of the recorder. Vista Com has an automated tool for Project Management; which allows the customer to login and view the status of milestones of the project.

### **Milestones, Tasks and Deliverables**

#### **Milestone: Implementation**

##### **Project Initiation**

##### Description

This phase consists of the Project Kickoff, Planning and Design sessions.

During the Project Initiation, the Project Manager will meet with Customer's technical and business representatives to review and verify the components of the technical environment and service milestones for the project. The Vista Com Project Manager will then determine the appropriate assignment of tasks. The Project Manager will also arrange the appropriate Design sessions to address application consulting, best practices configurations and technical architecture and configuration requirements.

The Project Initiation and Design sessions will be scheduled with the Customer's project team and the appropriate Vista Com resources to discuss the following, as appropriate.

- Configuration for the solution
- Customer environment, architecture and technical design configurations for the following:
  - Customer Telephony and Network environment
  - Customer's network topology
  - System architecture and component sizing

- Review the Customer's recording requirements against Vista Com's standard tagging events and capture any non-standard specific requirements that need to be documented, reviewed and agreed upon. Based on such non-standard requirements, additional professional services fees may be imposed.
- Review Vista Com's standard call flow scenarios and capture any additional call flow scenarios specific to the Customer's environment. Based on such non-standard requirements, additional professional services fees may be imposed.
- Update or complete an Integration Design Specification and approve

## Deliverables

- Site Preparation Guide/Checklist
- Project Milestones with Associated Tasks
- Project Task Assignments
- Project Schedule
- Application configuration design documents

## Vista Com Responsibilities/Tasks

- Review Customer project expectations
- Review training requirements and schedule
- Review system architecture and sizing
- Confirm Customer's hardware delivery and installation
- Create and deliver Site Preparation checklist to be completed by Customer
- Define project milestones
  
- Assign project tasks
- Create and deliver project schedule
- Provide application configuration design document
- Schedule Vista Com resources

## **Site Readiness**

### Description

The Vista Com Project Manager will perform a Readiness Assessment Audit after the Project Initiation and at least two (2) weeks prior to scheduled installation. If, after the Readiness Assessment Audit, the Vista Com Project Manager decides the on-site installation is to begin, the appropriate Vista Com resources will be scheduled.

### Deliverables

- Readiness Assessment Audit
- Site Readiness Documentation

#### Vista Com Responsibilities/Tasks

- Review Site Readiness Documentation
- Review security requirements for Vista Com resources and define associated login authority and network access
- Schedule appropriate Vista Com resources

The timeline below describes a typical order from pre-installation to installation to product delivery. After an order is accepted by the purchasing government entity and the Eventide dealer, deliver of the order and application takes place as follows:

- **Installation**-Dealers work with customer to complete installation guides. These guides outline the implementation plan and identify the responsibilities of each party with corresponding due dates and establish a cutover date. It is recommended that criteria for system acceptance be agreed to and listed as a part of the overall project plan.
- **Account Manager and Presales Engineering**-Depending upon the scope of work and regional dealer there may be an account manager and/or presales engineer assigned that is a focal point for the customer in regards to presales to production conversation. These individuals will ensure the customer solution is met as designed.

#### **Customer Training**

Effective end user training is critical to the successful implementation of any call recording solution. A comprehensive training program through-out the life of the recorder helps the customer with implementation and on-going use of the recording system. Administrative Training is conducted at installation. User Training will take place after installation of the recorder and an accumulation of calls are gathered in the system (Typically a minimum of (2) business days).

During initial training, the customer is taught the ins and outs of the recording system by offering a customized training class tailored to the needs specified. Typical on-site training can include multiple training sessions for each of the different end users that will be accessing the recorder.

- **Administrator Training** – training for the administrators on the complete recording system; its functionality, use, and operation.
- **Manager/Supervisor Training** – training for the managers and supervisors to demonstrate and understand how to manage recordings in the recording system and use of all functions in the recording software.



- **Agent/Dispatch Training** – training for agents and/or dispatchers based upon the customer's restrictions. (Ex. Show users how to monitor and playback recordings.)

### **Training after the Initial Sale**

Training is an on-going process. Training does not stop after the sale, it continues throughout the life of the recorder with continued maintenance agreement plans. Vista Com offers additional training tools throughout the life of the recorder.

- Initial on-site user training following the installation
- Follow-up & New User Training throughout warranty periods
- WebEx Training throughout warranty periods
- Unique & Customized training manuals that supplement the manufacturer's manual to help guide you through training and simplify the process
- Online Customer Portal with Guided Video Tutorials

### **Customer Acceptance**

#### Description

Vista Com and Customer will perform system testing to mutually validate functionality of key components of the installed solution. The testing will be performed in a controlled

environment which allows Vista Com and Customer to properly perform testing and validate results per the Vista Com System Test Plan.

#### Deliverables

- System Test Plan (Installation Checklist) with documented results

#### Vista Com Responsibilities/Tasks

- Perform System Testing with Customer's participation
- Document test results

Detailed work flow detail will guide the implementation team. This work flow and Gantt chart will be visible to the core team at [vistacomtx.com/support](http://vistacomtx.com/support) as a live document.

4.1.5.2 Submit documentation demonstrating its typical end user agency requirements gathering process. **Response:** Vista Com employs a site installation guide that is a template of needed variables for effective installation of the recording solution. The site install guide will enable Vista Com to prep the solution prior to deployment and will serve as a plan of record for configuration requirements. Customer must complete all Vista Com Site Preparation documentation and provide completed copies to Vista Com personnel a minimum of 10 working days prior to installation. This is necessary to support lab preparation that is done prior to onsite installation. Complete information will allow

Vista Com resources to be less disruptive in a busy 9-1-1 environment. The key data elements of the site install guide include,

Customer Information  
Desktop and Network Environment  
Power Environment  
Remote Access and Retention Settings  
Wiring and Record Demarcation Requirements  
VoIP Data and Settings  
Channel Mapping Table  
Agent Listing and Restrictions  
User Training Requirements

The information gather is fostered by the Project Manager however the customer is responsible for providing the input.

4.1.5.3 Describe the Contractor's project management and resource allocation approach during the implementation of the Recording System. *Response:* Please see answer on 4.1.5.1

4.1.5.4 Describe the proposed logging recorder implementation and optimization process. *Response:* Please see answer on 4.1.5.1

4.1.5.5 Identify any outages on existing analog, digital and IP recordings that may occur during the deployment and transition process. *Response:* Should the customer desire a hard cutover from one recording solution to another there could be outages as one system's demarcations are transferred to the new system. Vista Com will attempt to minimize disruptions by have the new recording solution ready to accept new recordings immediately upon switchover. In this case downtime would most like be measured in a few minutes. The best solution would be for the customer to provide duplicate demarcation such that both old and new recorder record in parallel.

4.1.5.6 Submit the **proposed schedule** for the delivery of the Recording System identifying each of the prescribed Phases. *Response:* The phases are described in section 4.1.5.1. We can deploy in less than 6-8 weeks if customer has a faster need.

4.1.5.7 Provide a high-level overview of the proposed training plan for the various tiers of personnel -administrator to user-including syllabi, class duration and sizes. Include initial

instruction (number, types of and durations of classes), the types of multi-media content available for on-going self-guided training, and other relevant information. Response: Effective end user training is critical to the successful implementation of any call recording solution. A comprehensive training program through-out the life of the recorder helps the customer with implementation and on-going use of the recording system. Administrative Training is conducted at installation. User Training will take place after installation of the recorder and an accumulation of calls are gathered in the system (Typically a minimum of (1-2) business days).

During initial training, the customer is taught every aspect of the software by offering a customized training class tailored to the needs specified through site readiness. Typical on-site training can include multiple training sessions for each of the different end users that will be accessing the recorder.

- **Administrator Training** – training for the administrators on the complete recording system; its functionality, use, and operation. This training typically takes 1 ½ hrs depending on questions and how in depth the customer wants to be trained. No size limitations on this class.
- **Manager/Supervisor Training** – training for the managers and supervisors to demonstrate and understand how to manage recordings in the recording system and use of all functions in the recording software. The Media Works Plus training usually takes 2 hrs, Quality training typically takes 2 hrs. No size limitations on this class.
- **Agent/Dispatch Training** – training for agents and/or dispatchers based upon the customer's restrictions. (Ex. Show users how to monitor and playback recordings.) This training typically takes about 1 hr, there is not a size limitation.

4.1.5.8 Environmental Conditions: The Stakeholders will furnish the necessary primary and backup power equipment to support the Recording System at the proposed data centers. Respondent shall

- o Identify the power and environmental requirements to sustain its Recording System
- o Describe how the Stakeholder provided power will be provisioned and configured
- o State the expected power and heat consumption of the Recording System

Response: (per recorder)

Each recorder will require two 110 outlets plugged into a UPS furnished by Vista Com with also includes a USB sensing power cable. In the event of a power outage, the recorder will sense power loss and operate from the UPS during which time it will begin a normal power down to avert the potential for hardware damage.

#### **Power**

- o 100-240VAC, 50/60Hz., 400W max, approx. 670VA

#### **Environmental requirements**

- o (Operating) Temperature: +5C (41F) to 40C (104F); Humidity: 10-80%RH, non-condensing

#### 4.1.6 Non-Contractor Responsibilities

4.1.6.1 Explicitly outline any dependencies or non-Contractor responsibilities including goods and services. Response:

San Antonio IT – access to client PC's for screen capture including administrative login, configuration settings for all LAN connections. Rack space for recording equipment and power access.

San Antonio 9-1-1 Support – configuration and cabling of CAD Spill ANI/ALI to demarcation point for Enhanced CDR, SPANS ports configured for SIP capture, all MAC and IP addresses for 9-1-1 positions to be recorded.

Radio IT – demarcation configuration and cabling to enable IP Packet capture at Harris VNIC

San Antonio Telephony IT – all settings for telephone IP connection, cabling and SPAN port configuration to the demarcation point, and Cisco CUCC configuration for built-in-bridge. Access, delivery to demarcation, and settings for Catalyst and Plexar lines.

4.1.6.2 State the expected conditions for network performance, protocol, and other technical parameters required to accommodate the proposed Recording System. Response: For recording IP devices, San Antonio will need to configure the SPAN port, for Cisco B/B, San Antonio will need to configure the Cisco Call Manager, for recording digital and analog, San Antonio will need to run the appropriate devices to Vista Com's 66 block. If this is already in place with the current recording system, we can inspect the connections for integrity and possibly utilize demarcations already done.

4.1.6.3 State your requirements regarding the demarcation point and location for the various audio sources. Response: The recorders need to be within 50 feet of Vista Com's 66 block.

#### 4.1.7 Service and Maintenance Overview

4.1.7.1 Respondent shall describe in detail its post-implementation customer service and maintenance structure and staffing plan proposal including:

- o Customer service

- o Tiered support structure
- o Software and security patch update plan
- o Remote Maintenance
- o LRS Monitoring, if applicable
- o Break-Fix Support

Response: Please see Vista Com's maintenance contract under the literature informaiton.

4.1.7.2 Detail the name, location and capabilities (qualification, years in business, and experience with Respondent's systems) of the personnel and local sub-contractors and service facilities, which will provide any or, all of the installation, service and warranty, both initially and on a continuing basis.

Response:

**DigitalMarkets, Inc. dba Vista Com (Prime)** is a Houston, Texas based contact center solutions organization with regional participation throughout Texas, Oklahoma, Arkansas, and Louisiana. Incorporated in 1994, we are headquartered at 9824 Whithorn Drive, Houston, Texas 77095 with an Oklahoma based office at 4200 Perimeter Center Drive, Suite 140, Oklahoma City, Oklahoma 73112. Both offices contain sales, service, labs and spare components for our many solutions. Vista Com employees 5 service engineers dedicated to call recording customers. Vista Com will provide overall service assurance to the logging recorder and coordinate service deliver within service level agreement.

**SAT Radio Communications, LTD, dba Industrial Communications (Sub-contractor)** is a San Antonio based radio solutions provider for Texas supplying radio solutions since 1952. Offices are located at 1019 East Euclid Ave, San Antonio, Texas and in Corpus Christi, Texas at 802 S Padre Island Dr. Industrial Communications is an Eventide dealer as well and will work closely with Vista Com on service delivery. Three trained service engineers will be delivering onsite service for the logging recorder. Spares kits will be stocked at Industrial Communications for fast compliance for all major parts that may be subjected failure due to wear or natural events.

Vista Com believes that a combination of a strong recording vendor and a strong radio vendor to deliver service to the users of San Antonio Bexar and Brooks will be a unique offering and one that lends itself to synergies with all vendor stakeholders in the logging recorder solution.



**Eventide (OEM)** is a Little Ferry, New Jersey based organization that designs, manufactures and distributes communications logging recorders. Eventide maintains development test engineers providing integration confirmation for many industry solutions such as Avaya, Cisco, Tait, EF Johnson, Catalyst, Motorola, Harris, and Genesis to name a few. In the event that San Antonio recorder solution needs engineering support, Vista Com will work directly with the manufacturer on a solution. Eventide understands that each dealer has contractual service level agreements and works hard at speeding resolution to the customer for small and difficult requests.

4.1.7.3 Respondent shall distinguish between support provided by the OEM and the local reseller. *Response:* Vista Com support engineers are factory trained and full time employees of the company. Each engineer is skilled in the technology we offer, experts in parts replacement, and customer facing, remote or onsite.

Vista Com utilizes a close-loop e-ticketing system. Customers can access Vista Com support through web form, email, chat, 1(800), 24/7/365. Each support occurrence is ticketed with the customer through email with final resolution closing the event. Vista Com is backed by Eventide Tier III development.

Closed/Secure VPN - The Eventide solution is a Linux architecture well suited for public safety and industrial applications. Unlike Windows platforms, Eventide engineers have created a single purposed solution built within Linux creating a resilient operating platform, requiring little maintenance, and essentially virus free. Eventide engineered a secure hosted VPN within the recorder application that enables its 5 Star dealers to monitor the services running within the recorder for SNMP traps. The embedded VPN

capability only allows 5 Star dealers to monitor the recorder and in no way, enable customer network access.

4.1.7.4 Identify its service response and restoration times for the severity levels defined in this solicitation. *Response:* Vista Com will respond to service events depending upon service level need.

**Service Level 1:** A production Product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

**Service Level 2:** Important Product features do not function in accordance with the Documentation (e.g., unable to playback).

**Service Level 3:** Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.

**Response Time:**

Maintenance	Service Level	Response
Hours of Coverage	Service Level 1	24/7, 365

Record. Interact. Optimize.

	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM (Central Time)
Phone Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite Timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days

Non-emergency, on-site service outside of 8:00am-5:00pm CT Monday through Friday, after hours, weekends, or Vista Com observed holidays are outside the scope of this contract for non-emergency services (i.e., training, software upgrades, and client software issues).

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice. Holidays typically observed by Vista Com include:

- New Year's Day      President's Day      Independence Day      Thanksgiving (2)
- Martin Luther King Jr. Day      Memorial Day      Labor Day      Christmas (2)

Depending on specific days on which holidays fall Christmas Eve, New Year's Eve or the day after Christmas, day after New Year's may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site Support Services for, or arrange for the support of the Product in accordance with this plan.

#### Primary Support Locations

9824 Whithorn Drive, Houston, Texas 77095 – lab, training facility, corporate offices, spare depot  
 4200 Perimeter Center Drive, Oklahoma City, OK – lab, training facility, sales, service, spare depot  
 Granbury, Texas – remote service depot, spares, support

4.1.7.5 Describe how the Contractor and its designated local subcontractor (if applicable) will be structured, organized and staffed (or assigned to the Stakeholders) to maintain the Recording Sytem. Response; As stated in the response, Vista Com will outsource local physical support of San Antonio to SBME Industrial Communications. First contact, ticket log, and most resolution will be accomplished through Vista Com network operations center answered 24/7. Should onsite response be required Vista Com will coordinate with Industrial Communications within stated SLA and transparent to requestors of San Antonio. Industrial Communications will operate in physical locations of San Antonio as an extension of Vista Com support.

Record, Interact, Optimize.

4.1.7.6 Describe whether the Respondent offers comprehensive remote monitoring and maintenance of the Recording System. *Response:* Vista Com provides remote monitoring maintenance to all customers.

#### 4.1.8 Optional Radio System Upgrade Support

4.1.8.1 Describe the *level of effort/labor, additional equipment and licenses/APIs, and implications* of transitioning your proposed solution, particularly, to a different radio vendor or platform (i.e. from Harris VIDA to Astro 25, or on an upgraded Harris Platform) *Response:* The recorder delivered for this response will be integrated to Harris VIDA and will not require any modification should San Antonio move to a full SR10A.x solution from Harris. The VIDA connection will continue to operate as stated. Should San Antonio convert to Motorola P-25 there could be a couple of options. Option 1 Full Cutover – should San Antonio perform a hard cutover of Motorola we can modify the existing radio integration within the same hardware and convert the licensing to Motorola. This task is relatively simple however the new connection to the recorder will be from the Motorola AIS as opposed to the Harris VIDA network. The task will require Vista Com support personnel to modify the configuration. This is done through software licensing with no hardware requirement. Option 2 Parallel – should San Antonio require parallel recording of VIDA and Motorola P-25 we will suggest the addition of another recording box to maximize the resource and provide for clean configuration. The additional recording box will utilize licensing, configuration, and connection to the Motorola AIS server. Users will log into all recorders simultaneously through Eventide's network access bridge so additional recorder boxes are transparent. In both cases the recorder platforms and OS is sustainable for over eight years.

4.1.8.2 Outline any expected risks and corresponding mitigation strategies. *Response:* Sometimes through RFP opportunities, communications are restricted and often subjected to interpretation. The interpretations are clarified in their entirety sometime after contract award. The clarification of interpretations can result in configuration changes, recording type changes, or software changes. Additionally, all stakeholders are assembled and communication amongst the stateholders is tested as timelines are followed. Eventide's flexible hardware and software typically provide the needed allowance to remain on scheduled. Vista Com will project management other stakeholders and help drive resolution of timelines. Vista Com key understanding and



beliefs are that there will be changes and alterations and expectations and schedules are developed to comprehend modification.

## 5 Experience and Qualifications

5.1.1.1 The Respondent and its subcontractors shall have extensive experience with the scope of services outlined in this RFP including, but not limited to, designing, deploying, installing, transitioning to and maintaining Recording Systems. In highlighting its qualifications to deliver the specified scope of work and technical requirements, Respondents shall provide the information outlined below in their response to this Section.  
Response: Vista Com Complies

### 5.1.2 Respondent General Overview

5.1.2.1 Provide a brief corporate profile overview and discuss the Respondent's history in designing and deploying Recording Systems for public safety and other industries in the United States and globally. Response: Vista Com has been in the voice recording business since 1994; over that time, we have deployed different simple/complex configurations across TX, AR, OK and LA. One of our customers for instance, American Airlines has Eventide recorders deployed all over the U.S.

5.1.2.2 Discuss and highlight the Respondent's recent track record with implementing the proposed Recording System. Response: Vista Com has recently implemented a few key implementations within the past six months that can be highlighted. In Arkansas, Vista Com implemented to Motorola P-25 new system installs at separate locations for differing agencies. The agency was required to coordinate with Motorola to ensure the recorder could be connected to the AIS server at time of implementation. As installation grew near it was apparent that the coordination of Motorola resources was different from the Vista Com project timeline. Vista Com project management worked directly with

Motorola and coordinated the few key requirements need to connect to the AIS environment and stayed on schedule to the customer expected timeline. The connection to the P-25 environment and recording of radio traffic was accomplished in a day. In a separate project, Vista Com had to configure 22 separate remote public safety 9-1-1 centers for a single customer in the Texas Panhandle. The configuration consisted of configuring the remote recorders for the local physical connection and recording of remote devices but also connecting to a hosted 9-1-1 trunking recorder 75 miles away over a secure VPN. The logistics of procuring 22 recorders and configuring



the host SIP recorder and VPN was accomplished in four weeks. 5 personnel worked in parallel on separate tasks from configuration, the physical deployment, to testing.

5.1.2.3 Enumerate Recording Systems of similar scope and size delivered within the past five years. *Response:* Please see Vista Com's reference list under section 5.1.3

5.1.2.4 Describe the primary manufacturer's overall involvement with, commitment and contribution to the relevant standards bodies and processes. *Response:* Eventide the manufacturer is always available to Vista Com for support.

5.1.2.5 Provide an overview of its subcontractors and their proposed function(s). Provide a description of their qualifications and past experience in the design, deployment and implementation, operation of Recording Systems. *Response:* Industrial Communications has been in business since 1952. We have provided communications systems sales and service support for a wide variety of private businesses and government agencies. In 1956, we were one of the first companies to be designated as an authorized Motorola Service Station (MSS). In 1989, we were rewarded with a charter membership in the new Motorola Dealer Program. Since then we have received 12 Motorola Pinnacle Awards for outstanding sales performance, 3 Motostar awards for extraordinary customer support and high-performance business practices and a most recent trip to Japan in 2016 through Icom for top sales performance.

As a leading communications provider in Central & South Texas, we provide businesses from virtually every industry with integrated wireless systems that meet their communication needs. Our suite of products and services includes two-way radios, satellite phones, GPS tracking, SCADA, mobile video recorders, emergency upfitting equipment, digital Project 25 radio equipment, dispatch consoles, voice recorders, data applications, vehicle graphics, trunked airtime dispatch solutions and critical emergency notification systems.

Logging Recorders are an important component in many customer scenarios. Our technical team has many years of experience with Logging Recorders. We are also

capable and have experience designing, deploying and implementing Logging Recorder systems. Industrial Communications installed and maintained all of the Logging

Recorder systems for the previous City of San Antonio Communications System for an 18 year period from April 1, 1986 through May 21, 2004. We also installed and maintained expansions to this system as well as performed upgrades and system updates. These also included quantity three TDN7042 Portable Data Recorders as well as quantity three TDN7043 Ancillary Data Recorders. We have also installed Logging Recorder Systems for Bexar County Sheriff's Office, Bexar Metropolitan Water District, San Antonio Water Systems as well as various military bases. We became an Eventide dealer in June of 2005. We have installed a large Eventide configuration for University Health Systems in San Antonio, Texas. Some of our technicians also have experience installing and maintaining

Logging Recorder Systems prior to coming to work for Industrial Communications. These systems include customers such as the Naval Base in Millington, TN and the Hospital Air Wing in Memphis, TN.

### 5.1.3 Similar Project Experience and References

5.1.3.1 Respondents shall include references for and brief narratives of at least five (5) recent successfully delivered Recording System projects that are technically and operationally similar in scope and size to the system specifications defined in this RFP. System descriptions for each project shall not exceed one page. At minimum, project descriptions shall include: Response: for sections 5.1.3.1-5.1.3.8

Eventide Call Recorder References

Entity Name	Address and Contact Information	Products Purchased	Amount of Purchase	Call Volume Statistics	Install Date
American Airlines	4625 WYF Ave, Fort Worth, TX 76116 Michael LaRocca (202) 391-1352 michael.larocca@aa.com	(8) Analog, (40) SMD Recorders (2) Analog, (4) Digital, (2) IP Analog Recorders	\$240,000	Radio monthly call volume 100,000 Phone monthly call volume 100,000	The recorders were purchased over time beginning in 2012 present
Tarrant County Sheriff's Office	5410 Williams Way, Richland, TX 77150 Miguel Torres (281) 341-4704 miguel.torres@tarrantcountytx.gov 11. Study Apt (281) 341-4576 arto@apt@tarrantcountytx.gov	(2) Analog, (2) Recorders (4) Analog, (2) IP, (2) SMD, Screen Recording Interview P2P recoder, Queue Smoothing Software, NMS	\$240,000	Radio monthly call volume 100,000 Phone monthly call volume 100,000 IP call volume monthly call volume 10,000	07/1/2014
Grand Prairie Police Department	3325 Aransas Lane, Grand Prairie, TX 75052 Aubrey Stone (972) 237-6739 astone@gp.com	(7) Analog, (40) Recorders (8) Analog, (2) IP, (2) SMD, Multiple P2P recoder	\$250,000	Radio monthly call volume 100,000 Phone monthly call volume 100,000 IP call volume monthly call volume 10,000	Major purchase 1/1/2014 SMD recorders installed 1/1/2014
Monte Vista Police Department	1425 North Loop West, Dallas, TX 75201 Curtis Turner (940) 790-5003 Curtis.Turner@mv.com Curtis.Turner@montevista.com	(2) Analog, (2) Recorders (4) Analog, (2) Digital, (2) IP, (2) SMD, Cloud M. Archive (7) Integrations, Harris 3204-103 recoder, NMS	\$200,000	Radio monthly call volume 100,000 Phone monthly call volume 100,000 IP call volume monthly call volume 10,000	07/1/2014
Pandhandle Regional Planning Commission	112 South Ave, Amarillo, TX 79101 Mike Peters (806) 372-4381 mpeters@prpc.org	(2) Analog, (2) Recorders Bracket Archive, (4) IP Analog, (2) SMD, (2) SMD Integrations	\$200,000	Radio monthly call volume 100,000 Phone monthly call volume 100,000 IP call volume monthly call volume 10,000	07/1/2014

5.1.3.2 Customer name, address, contact name(s), title, phone number, e-mail address

5.1.3.3 Brief description of the system architecture, subsystems and relevant configurations

5.1.3.4 Telephony and Radio Systems platforms integrated with the Recording System

5.1.3.5 Radio and Telephony call volume statistics

5.1.3.6 Key features and licenses implemented as part of the project

5.1.3.7 Total duration for system delivery including original estimated and actual completion dates and a description for variance in excess of 90 days.

5.1.3.8 Total contract amount, including original contract price, final price and a description for variance of price in excess of 5%.

5.1.3.9 Brief description of the scope services rendered including engineering services, implementation and cutover process for the successful delivery of project systems  
 Response: Please see response under 4.1.5.1

5.1.3.10 Any project specific challenges or obstacles encountered and corresponding resolution means Respondent employed to address them  
 Response: Please see 5.1.2.2 response

5.1.3.11 Explicitly indicate which, if any, of the proposed key personnel supported these referenced projects

Response: Please see listed below (5) references

**Outside Call Recorder References**

Entity Name	Address and Contact Information	Products Purchased	Amount of Purchase	Call Volume Statistics	Install Date
American Airlines	4605 Hill Fwy, Fort Worth, TX 76116 Michael Laffan@aa.com (817) 334-2333 michael.laffan@aa.com	220 Calling 480/600 Recorders 220 Calling 480 Digital, 220 IP Analog Secure media	\$240,000	Per month call volume 100,000 Per month call volume 100,000 Per month call volume 100,000	The recorders were purchased sometime beginning in 2012
Fort Bend County Sheriff's Office	3430 Williams West, Richmond, TX 77409 Muglin Road, SUITE 340-4700 mguglin@fortbend.com 11 Andy Ford (281) 485-4474 andy.ford@fortbend.com	220 Calling 480 Recorders 220 Calling 480 IP, 480/600 Secure Recording Milestone P22 media, Quality Coding Software	\$240,000	Per month call volume 100,000 Per month call volume 100,000	4/15/2012
Grand Prairie Police Department	11 Andy Ford (281) 485-4474 andy.ford@fortbend.com 11 Andy Ford (281) 485-4474 andy.ford@fortbend.com	120 Calling 480 Recorders 120 Calling, 120 IP, 480/600, Milestone P22 media	\$180,000	Per month call volume 100,000 Per month call volume 100,000	4/15/2012 2012 and 2013 recorders 1/2/2012
Wichita Falls Police Department	233 Hamilton St., Wichita Falls, TX 76792 Curtis Turner (817) 698-2263 curtis.turner@wfpd.com Curtis Turner (817) 698-2263 curtis.turner@wfpd.com	120 Calling 480 Recorders 120 Calling, 120 Digital, 120 IP, 480/600/1200 IP, Analog 120 IP Recorders, Milestone P22 media, QCC	\$180,000	Per month call volume 100,000 Per month call volume 100,000	6/1/2012
Panhandle Regional Planning Commission	400 North Ave, Amarillo, TX 79102 Mike Peters (806) 372-1285 mpeters@prpc.org	220 Calling 480 Recorders 480 Analog 220, 120 analog 480/600/1200/2400	\$240,000	Per month call volume 100,000 Per month call volume 100,000 Per month call volume 100,000	2/1/2012

The following Key Personnel supported the (5) referenced projects:

- Robin Clevenger, Regional Sales Manager – customer liaison, solution architect
- Sean Miller, Regional Sales Manager -customer liaison, solution architect
- Patrick Day, Service Engineer – solution implementation, support
- Daniel Davis, Service Engineer – solution implementation, support
- James Hansard, Service Engineer – solution implementation, support
- Chris Geiger, Service Manager – solution implementation, support

### 5.1.4 Proposed Team Experience and Qualifications

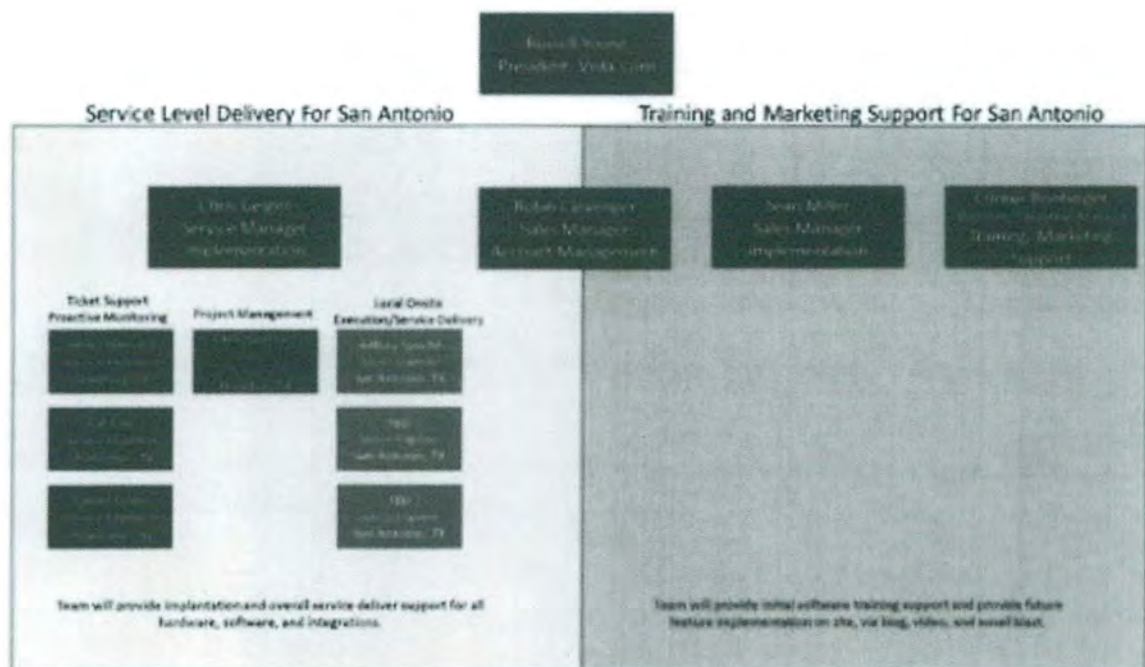
5.1.4.1 In its response to this Section, Respondent shall provide a list of names, positions, roles and responsibilities and resumes of key project personnel that will be assigned to the proposed project. Resumes shall demonstrate experience and qualifications of each proposed key personnel to be assigned to the project including, but not limited to, educational background, personnel's role in supporting projects of similar scope and other relevant certifications or career highlights. At minimum, the Stakeholders consider the positions listed below to be held by key personnel; however, Respondent may include other personnel/positions that it deems key to the success of the project. The Stakeholders

reserve the right to interview and approve the proposed key personnel before awarding the resultant contract.

- o Project Manager
- o Lead System Engineer/Integrator
- o Lead System Maintenance and Service Representative

Response: Please see 5.1.4.2, 5.1.4.3 & 5.1.4.4 responses

5.1.4.2 Provide an organizational chart identifying key members (include implementation and post-implementation resources) Response: Please see below:



5.1.4.3 Indicate whether the proposed key personnel supported the projects referenced and his/her role in the project. Response:

Chris Geiger – has been involved in all referenced projects as overall implementation lead ensuring technology design implemented with stakeholder vendors and users.

Sean Miller – Grand Prairie, American Airlines, and Pan Handle Regional Planning Commission as Sales Manager with additional responsibility for account management and training.

Pat Day and James Hansard– implementation engineers for Wichita Falls PD

James Hansard – implementation engineer for Grand Prairie Police Department

James Hansard, Daniel Davis – implementation engineers for Panhandle Regional Planning Commission

Christian Haro – project coordinator for Panhandle Regional Planning Commission, Grand Prairie Police Department.

Connie Boebinger – operations coordination for Panhandle Regional Planning commission and American Airlines.

Robin Clevenger – Fort Bend County Sheriff's Office as Sales Manager with additional responsibility for account management and training.

5.1.4.4 Indicate the key personnel's tenure with the corporation- *Response:* Chris Geiger – 14 years, Robin Clevenger – 20 years, Sean Miller – 14 years, Connie Boebinger – 2 years, Christian Haro – 3 years, James Hansard – 5 years, Pat Day – 14 years, Daniel Davis – 2 years.

5.1.4.5 Indicate whether any proposed key personnel are subcontractors to the primary Respondent. *Response:* All listed in 5.1.4.4 are employees of the company.

5.1.4.6 Include projected on-site and off-site hours per week and duration of assignment on the project. *Response:* The solution shall be preconfigured in the Vista Com Houston labs and burned-in best possible less onsite configuration. Expected hourly content approximately 120-150 hours in Houston. Onsite configuration expected to be approximately 120-150 hours.

5.1.4.7 Three (3) reference contacts for the Project Manager. References may be the same as the Project Reference Information, if proposed personnel played key roles in those projects. *Response:* All listed references can be contacted and request feedback of Chris Geiger.

## 5.1.5 Proposed Subcontractors Experience and Qualifications

5.1.5.1 Respondent shall discuss

- o The prime Respondent's prior relationship with the subcontractor and previous projects or joint ventures of similar size and scope in which the two firms have collaborated *Response:* Vista Com and Industrial Communications have not partnered together on any previous projects.
- o Whether prime Respondent has partnered with sub-contracting personnel in any of the referenced projects and their specific roles. *Response:* Both Vista Com and Industrial Communications are both dealers of the Eventide recording solution. Our companies met through Eventide and determined a good service model for this opportunity would be one that utilizes Vista Com's engineering and application knowledge in recorder with a local radio specialist that can deliver onsite service quickly.
- o Sub-contractor's experience with the proposed Recording System *Response:* Industrial Communications core focus is radio systems and as such has had a limited exposure larger 9-1-1 recording solutions. Listed below are (3) of their references.

- Contract Value-\$43,143.10

Name of Entity-Frio County Sheriff

Contact Person-Jerry Reyna

Contact Phone Number830-334-3311

Contact email [REDACTED]

- Contract Value -\$148,283.90

Name of Entity- University Health Systems

Contact Person -Leonard Sims

Contact Phone Number -210-358-2452

Contact email address [REDACTED]

- Contract Value -\$56,277.00

Name of Entity -Bexar Metropolitan Water

Contact Person -Robert Molina

Record. Interact. Optimize.

Contact Phone Number -210-354-6500

Contact email address [REDACTED]

- o The roles and responsibilities and the proportion of the work to be performed by the Respondent and sub-contractors *Response:* Vista Com is the main service point of contact and will adhere to service level agreements through either 1:1 resolution or a combination of local response. Vista Com will utilize its closed-loop ticketing and reporting system.
- o How Respondent plans to monitor and evaluate the performance of subcontractor personnel. *Response:* Vista Com utilizes a closed-loop automated ticketing system that opens and closes requests services. During dispatch of service personnel, timing to SLA are tracked and notifies management of any potential out of bounds situations regardless of prime or sub-contractor status.

Record. Interact. Optimize.



# FEE SCHEDULE & PROPOSAL

## 6 Cost Proposal

Respondent shall complete the Cost Tables below in its submission. Respondent shall endeavor to adhere to the prescribed tables. If the Respondent's pricing and licensing structure does not directly match the prescribed tables, Respondent may enter costs in the Other Goods and Services row and describe the nature of the goods and services.

In addition to these Cost Tables below, Respondent shall submit an itemized equipment and pricing list of all proposed Recording System goods and services commonly referred to as a **Bill of Materials**.

### Base Costs

Recording System Solution Category	Cost
Centralized Base Equipment and Software	Bexar \$441,164.00 Brooks \$432,464.00
Administrator (Super Admin)	Included in Media Works Plus Licenses
Administrator 2	Included in Media Works Plus Licenses
Live Monitor	Included in Media Works Plus Licenses
Reconstruction/Search	Bexar \$866 per 8 licenses of Media Works + Brooks \$866 per 8 licenses of Media Works +
Playback Only	Included in Media Works Plus licenses
Media Player (if applicable)	Included in Media Works Plus Licenses
Call Traffic Reporting	Bexar \$866 Brooks \$866
Instant Recall	Bexar \$16,454 for (19 concurrent licenses) Brooks \$
QA Manager	Bexar \$2,175 for (3 concurrent licenses) Brooks \$30,450 for (14 concurrent licenses)
QA Agent	Included in QA Manager
Screen Capture	Brooks \$52,317: (121 screens) Bexar \$16,134: (20 screens)
Implementation Services* - Project Plan Development	\$33,045
Implementation Services* - Requirements Gathering	Included in total services
Implementation Services* - Deployment & Installation	Included in total services
Implementation Services* - Optimization, Testing & Cutover	Included in total services
Implementation Services* - Training	\$20,750
Implementation Services* - Other	N/A
LMR System Transition**	Included in services
Other Goods and Services	1st year support: \$62,152
<b>Total Capital Base Cost</b>	<b>\$989,575.00</b>
<b>Annual Software Subscription, Maintenance and Support***</b>	2nd yr support: \$124,304    5th yr support: \$135,300    8th yr support: 3rd yr support: \$134,663    6th yr support: \$165,739    \$186,456 4th yr support: \$145,022    7th yr support: \$176,098



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We have prepared a quote for you

**Brooks & Bexar Metro- Eventide Recorder Proposal**

**Quote # HOU002082**

Version 1

**San Antonio Police Department**



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Sunday, April 30, 2017

San Antonio Police Department  
Jorge Garcia  
214 W. Nueva  
San Antonio, TX  
Jorge.Garcia@sanantonio.gov

Dear Jorge,

Thank you for allowing Vista Com to prepare a quotation for a recording solution for Brooks and Bexar. The proposal reflects HGAC contract RP07-14 pricing. Per Brooks & Bexar requirements, Vista Com has proposed a redundant recording solution.

Vista Com has over a 23 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery 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*

Robin Clevenger  
Regional Sales Manager  
Vista Com



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## Disclosures

All order cancellations are subject to a 30% 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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## Brooks & Bexar Metro- Eventide Recorder Proposal



Prepared by:

Prepared for:

Quote information:

Vista Com

San Antonio Police Department

Quote #: HOU002082

Robin Cleveland

214 W. Nueva

Version: 1

281-516-9800 ext 201

San Antonio, TX

Delivery Date: 04/30/2017

Fax (281) 518-7056

Jorge Garcia

Expiration Date: 07/31/2017

Robin Cleveland

Part Number	Brooks PSAP	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
All pricing reflects Vista Com's HGAC contract RP07-14. The below Eventide Nexlog 740 Voice Recorder is equipped with recording (60) Harris EDACS RadioTalkpaths, (100) Cisco IP 10-digit lines, (80) Airbus Vesta IP 9-1-1s						
NexLog 740 Recorder	NexLog 740 Recorder	1	\$126,534.00	\$126,534.00	\$110,573.00	\$110,573.00
	License, Harris VIDA P25 SR10 Integration Enabler	1				
	License, Harris VIDA P25 SR10 Integration Enabler					
	License, Harris VIDA P25 KMF OTAR Enabler	1				
	License, Harris VIDA P25 KMF OTAR Enabler - Initial Harris KMF version					
	DVSI 2-port USB Decorder Unit - Max 2	3				
	DVSI 2-port USB Decorder Unit - Max 2					
	NexLog 740 base system	1				
	NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.					



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	<b>NENA ANI/ALI CAD Spill Integration of SMDR</b> NENA ANI/ALI CAD Spill Integration of SMDR	1				
	<b>Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)</b>	1				
	<b>Eventide Interface license for Cisco B1B</b> Eventide Interface license for Cisco Built in Bridge	1				
	<b>Call Evaluation base-level software (20 Agents, 2 Evaluators)</b> Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	<b>Eventide Interface license for VESTA 911 IP/SPAN</b> Eventide Interface license for VESTA 911 IP/SPAN Recording	1				
	<b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b>	1				
	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	1				
	<b>MediaWorks Plus Licenses</b> MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
	<b>Central Archive License (for archive to another Nexlog recorder)</b> Central Archive License (for archive to another NexLog)	1				
	<b>MP3 option for MediaWorks PLUS</b> MP3 option for MediaWorks PLUS	1				
	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				



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	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses to record Cassidian IP Positions	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 to record (50) HARRIS EDACS Radio Talkpaths	29				
	Single-port 100/GB PCI Network Card Single-port 100/GB PCI Network Card	3				
The below Eventide Nexlog 740 Voice Recorder is equipped with recording (60) Harris EDACS RadioTalkpaths, (100) Cisco IP 10-digit lines, (80) Airbus Vesta IP 9-1-1s						
<b>Redundant NexLog 740</b>	<b>Redundant Solution NexLog 740 Recorder</b>	<b>1</b>	<b>\$126,534.00</b>	<b>\$126,534.00</b>	<b>\$75,411.00</b>	<b>\$75,411.00</b>
	License, Harris VIDA P25 SR10 Integration Enabler License, Harris VIDA P25 SR10 Integration Enabler	1				
	License, Harris VIDA P25 KMF OTAR Enabler License, Harris VIDA P25 KMF OTAR Enabler - Initial Harris KMF version	1				
	DVSI 2-port USB Decorder Unit - Max 2 DVSI 2-port USB Decorder Unit - Max 2	3				





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	<p><b>NexLog 740 base system</b>          NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.</p>	1				
	<p><b>NENA ANI/ALI CAD Spill Integration of SMDR</b>          NENA ANI/ALI CAD Spill Integration of SMDR</p>	1				
	<p><b>Geographic Search/View (Requires Lat/Lon, MW Plus,</b>          Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)</p>	1				
	<p><b>Eventide Interface license for Cisco BIB</b>          Eventide Interface license for Cisco Built in Bridge</p>	1				
	<p><b>Call Evaluation base-level software (20 Agents, 2</b>          Call Evaluation base-level software (20 Agents, 2 Evaluators)</p>	1				
	<p><b>Eventide Interface license for VESTA 911 IP/SPAN</b>          Eventide Interface license for VESTA 911 IP/SPAN Recording</p>	1				
	<p><b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b></p>	1				
	<p><b>Enhanced Reporting Package</b>          Enhanced Reporting Package</p>	1				
	<p><b>MediaWorks Plus Licenses</b>          MediaWorks Plus (Web) Concurrent Access for 8 Users</p>	1				



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	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	1				
	MP3 option for MediaWorks PLUS MP3 option for MediaWorks PLUS	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				
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses to record Cassidian IP Positions	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 to record (50) HARRIS EDACs Radio Talkpaths	29				
	Single-port 100/GB PCI Network Card Single-port 100/GB PCI Network Card	3				
The below Eventide Nexlog 840 Voice Recorder is equipped with recording (20) Analog Radio Frequencies, (50) Back up Control Station Radios analog, (42) SAPD Fallback Plexar Lines analog, (27) SAFD Fallback Plexar Lines analog, (3) Admin (Trans Guide) analog Phones.						
NexLog 840 TDM Recorder	NexLog 840 TDM Recorder	1	\$85,845.00	\$85,845.00	\$65,249.00	\$65,249.00



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	<b>NexLog 840 base system: 4U rack-mount, Intel Core2</b> NexLog 840 base system: 4U rack-mount, Intel Core2 Quad CPU, Dual NIC, Dual hot-swappable 120/24...	1				
	<b>Geographic Search/View (Requires Lat/Lon, MW Plus,</b> Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	<b>Call Evaluation base-level software (20 Agents, 2</b> Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	1				
	<b>MP3 option for MediaWorks PLUS</b> MP3 option for MediaWorks PLUS	1				
	<b>24-Channel Analog Card, 24 Channel Licenses</b> 24-Channel Analog Card, 24 Channel Licenses to record (69) Plexar analog, (16) Back up City of Austin Trunks, (20) Analog Radios, (80) Analog 9-1-1 Trunks	6				
	<b>48-Channel T1/PRI Passive Tap Card, 48 Channel Lic</b> 48-Channel T1/PRI Passive Tap Card, 48 Channel Licenses	1				
	<b>MediaWorks Plus Licenses</b> MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
	<b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b> Rack Mount slides - 4 post, 3U (for NexLog 740)	1				



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	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	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				
	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR	1				
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				

The below Eventide Nexlog 840 Voice Recorder is equipped with recording (20) Analog Radio Frequencies, (50) Back up Control Station Radios analog, (42) SAPD Fallback Plexar Lines analog, (27) SAFD Fallback Plexar Lines analog, (3) Admin (Trans Guide) analog Phones.

NexLog 840 TDM Recorder	Redundant Solution NexLog 840 TDM Recorder	1	\$86,205.00	\$86,205.00	\$65,562.00	\$65,562.00
	NexLog 840 base system: 4U rack-mount, Intel Core2 NexLog 840 base system: 4U rack-mount, Intel Core2 Quad CPU, Dual NIC, Dual hot-swappable 120/24...	1				
	Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				



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	MP3 option for MediaWorks PLUS MP3 option for MediaWorks PLUS	1				
	24-Channel Analog Card, 24 Channel Licenses 24-Channel Analog Card, 24 Channel Licenses to record (69) Plexar analog, (16) Back up City of Austin Trunks, (20) Analog Radios, (80) Analog 9-1-1 Trunks	6				
	48-Channel T1/PRI Passive Tap Card, 48 Channel Lic 48-Channel T1/PRI Passive Tap Card, 48 Channel Licenses	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	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				
	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR	1				
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740)	1				

The Nexlog 740 recorders will be used for screen recording. Due to the size of screens; we are able to record 40 screens on each recorder.



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Nexlog 740 Screen Recorder 1	NexLog 740 Screen Recorder 1	1	\$30,200.00	\$30,200.00	\$17,874.00	\$17,874.00
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	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				



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	Screen Recording System License w/ 20 PC Licenses Screen Recording System License w/ 20 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				

The Nexlog 740 recorders will be used for screen recording. Due to the size of screens; we are able to record 40 screens on each recorder.

Nexlog 740 Screen Recorder 2	NexLog 740 Screen Recorder 2	1	\$30,200.00	\$30,200.00	\$17,874.00	\$17,874.00
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Call Evaluation base-level software (20 Agents, 2 Evaluators) Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				



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	<b>NexLog 740 base system</b> NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	<b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b> Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
	<b>Central Archive License (for archive to another Nexlog recorder)</b> Central Archive License (for archive to another NexLog)	1				
	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	<b>Screen Recording System License w/ 20 PC Licenses</b> Screen Recording System License w/ 20 PC Licenses (Note: Due to the potential for increase storage demand we highly recommend upgrading base hard drive sizes to min 2TB)	1				
	<b>Screen Recording Expansion License For 5 PC's</b> Screen Recording Expansion License For 5 PC's	4				
<b>The Nexlog 740 recorder with recording (22) screens</b>						
<b>Nexlog 740 Screen Recorder 3</b>	<b>NexLog 740 Screen Recorder 3</b>	<b>1</b>	<b>\$28,700.00</b>	<b>\$28,700.00</b>	<b>\$16,569.00</b>	<b>\$16,569.00</b>





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Upgrade to 4x4TB HotSwap h/w RAID5 12TB Total Upgrade to 4x4TB HotSwap h/w RAID5 12TB Total	1				
Call Evaluation base-level software (20 Agents, 2 Evaluators) Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
Enhanced Reporting Package Enhanced Reporting Package	1				
MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	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				



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	Screen Recording System License w/ 20 PC Licenses Screen Recording System License w/ 20 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	1				
NexLog 740 Playback	NexLog 740 Playback Recorder NexLog 740 Base Hardware Configuration	1	\$29,560.00	\$29,560.00	\$17,368.00	\$17,368.00
	Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				
	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	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	10				



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	Upgrade to 2x1TB Hot Swap h/w-RAID1= 1 TB Storage Nexlog 740 - Upgrade to 2 x 1 TB Hot Swap h/w-RAID1= 1 TB Storage	1				
	<b>NexLog 740 base system</b> NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
<b>NexLog 740 Playback</b>	<b>NexLog 740 Playback Recorder</b> NexLog 740 Base Hardware Configuration	1	\$32,545.00	\$32,545.00	\$19,966.00	\$19,966.00
	<b>Geographic Search/View (Requires Lat/Lon, MW Plus,</b> Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	<b>Call Evaluation base-level software (20 Agents, 2</b> Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	1				
	<b>Central Archive License (for archive to another Nexlog recorder)</b> Central Archive License (for archive to another NexLog)	1				



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	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	13				
	Upgrade to 2x1TB Hot Swap h/w-RAID1= 1 TB Storage Nexlog 740 - Upgrade to 2 x 1 TB Hot Swap h/w-RAID1= 1 TB Storage	1				
	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
NexLog 740 Archive Recorder	NexLog 740 Archive Recorder NexLog 740 Base Hardware Configuration	1	\$23,015.00	\$23,015.00	\$16,338.00	\$16,338.00
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	3				
	Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				



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	NexLog Access Bridge License NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	Upgrade to 4x4TB HotSwap h/w RAID5 12TB Total Upgrade to 4x4TB HotSwap h/w RAID5 12TB Total	1				
	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
Nexlog Storage & Power Bundle	Nexlog Storage & Power Bundle	1	\$9,680.00	\$9,680.00	\$9,680.00	\$9,680.00
	Multi-Channel KVM for rack mounted recording solut Multi-Channel KVM for rack mounted recording solution	1				
	Tripp Lite UPS Tripp Lite Rackmounted UPS	4				
<b>Subtotals:</b>						

Part Number	Bexar Metro	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
The below Eventide Nexlog 740 Voice Recorder is equipped with recording (60) Harris VIDA Radio Talkpaths, (30) Radio Analog Frequencies, (40) Catalyst Dispatch Positions						



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NexLog 740 Recorder 1	NexLog 740 Recorder 1	1	\$95,789.00	\$95,789.00	\$83,333.00	\$83,333.00
	License, Harris VIDA P25 SR10 Integration Enabler License, Harris VIDA P25 SR10 Integration Enabler	1				
	DVSI 2-port USB Decorder Unit - Max 2 DVSI 2-port USB Decorder Unit - Max 2	3				
	License, Harris VIDA P25 KMF OTAR Enabler License, Harris VIDA P25 KMF OTAR Enabler - Initial Harris KMF version	1				
	Catalyst Integration for Dispatch Metadata Integration for Dispatch, RoIP, Other. Custom scripting for data tagging to calls.	1				
	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR	1				
	8 Channel Analog Card 8 Channel Analog Card, 8 Channel Licenses to record Radio Analog Frequencies, One Year Warranty	1				



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24-Channel Analog Card, 24 Channel Licenses 24-Channel Analog Card, 24 Channel Licenses to record (30) Radio Analog Frequencies	1				
Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
Enhanced Reporting Package Enhanced Reporting Package	1				
MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	1				
MP3 option for MediaWorks PLUS MP3 option for MediaWorks PLUS	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				
Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				



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	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b> Internal IP Recorder w/ 8 G.711 Channel Licenses to record Catalyst Dispatch Positions & Harris VIDA radio talkpaths	1				
	<b>Add-on license pack (internal IP recording engine)</b> Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911 to record (60) HARRIS VIDA Radio Talkpaths and (40) Catalyst Dispatch Positions	12				
	<b>Single-port 100/GB PCI Network Card</b> Single-port 100/GB PCI Network Card	3				

The below Eventide Nexlog 740 Voice Recorder is equipped with recording (60) Harris VIDA Radio Talkpaths, (30) Radio Analog Frequencies, (40) Catalyst Dispatch Positions

<b>Redundant NexLog 740 Recorder 1</b>	<b>Redundant NexLog 740 Recorder 1</b>	1	\$104,489.00	\$104,489.00	\$61,026.00	\$61,026.00
	<b>Catalyst Integration for Dispatch Metadata Integration for Dispatch, RoIP, Other. Custom scripting for data tagging to calls.</b>	1				
	<b>NexLog 740 base system</b> NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				





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	<b>NENA ANI/ALI CAD Spill Integration of SMDR</b> NENA ANI/ALI CAD Spill Integration of SMDR	1				
	<b>8 Channel Analog Card</b> 8 Channel Analog Card, 8 Channel Licenses to record (30) Radio Analog Frequencies, One Year Warranty	1				
	<b>License, Harris VIDA P25 SR10 Integration Enabler</b> License, Harris VIDA P25 SR10 Integration Enabler	1				
	<b>24-Channel Analog Card, 24 Channel Licenses</b> 24-Channel Analog Card, 24 Channel Licenses to record (30) Radio Analog Frequencies	1				
	<b>DVSI 2-port USB Decorder Unit - Max 2</b> DVSI 2-port USB Decorder Unit - Max 2	3				
	<b>License, Harris VIDA P25 KMF OTAR Enabler</b> License, Harris VIDA P25 KMF OTAR Enabler - Initial Harris KMF version	1				
	<b>Geographic Search/View (Requires Lat/Lon, MW Plus,</b> Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	<b>Call Evaluation base-level software (20 Agents, 2</b> Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	<b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b>	1				
	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	1				
	<b>MediaWorks Plus Licenses</b> MediaWorks Plus (Web) Concurrent Access for 8 Users	1				



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	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	1				
	MP3 option for MediaWorks PLUS MP3 option for MediaWorks PLUS	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				
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses to record Cassidian IP Positions	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 to record (60) HARRIS VIDA Radio Talkpaths and (40) Catalyst Dispatch Positions	12				
	Single-port 100/GB PCI Network Card Single-port 100/GB PCI Network Card	3				
<b>Recorder to record (175) VESTA Airbus Consoles</b>						
Redundant VESTA Recorder	Redundant VESTA Airbus Console Recorder	1	\$72,544.00	\$72,544.00	\$51,494.00	\$51,494.00
	Eventide Interface license for VESTA 911 IP/SPAN Eventide Interface license for VESTA 911 IP/SPAN Recording	1				



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<p><b>NexLog 740 base system</b>          NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.</p>	1				
<p><b>NENA ANI/ALI CAD Spill Integration of SMDR</b>          NENA ANI/ALI CAD Spill Integration of SMDR</p>	1				
<p><b>Call Evaluation base-level software (20 Agents, 2 Evaluators)</b>          Call Evaluation base-level software (20 Agents, 2 Evaluators)</p>	1				
<p><b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b></p>	1				
<p><b>Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)</b>          Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)</p>	1				
<p><b>Enhanced Reporting Package</b>          Enhanced Reporting Package</p>	1				
<p><b>MediaWorks Plus Licenses</b>          MediaWorks Plus (Web) Concurrent Access for 8 Users</p>	1				
<p><b>Central Archive License (for archive to another Nexlog recorder)</b>          Central Archive License (for archive to another NexLog)</p>	1				
<p><b>MP3 option for MediaWorks PLUS</b>          MP3 option for MediaWorks PLUS</p>	1				



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	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	<b>Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB</b> Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b> Internal IP Recorder w/ 8 G.711 Channel Licenses to record Cassidian IP Positions	1				
	<b>Add-on license pack (internal IP recording engine)</b> Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911 to record (50) HARRIS EDACs Radio Talkpaths	21				
	<b>Single-port 100/GB PCI Network Card</b> Single-port 100/GB PCI Network Card	3				
<b>Recorder to record (175) VESTA Airbus Consoles</b>						
<b>VESTA Recorder</b>	<b>VESTA Airbus Console Recorder</b>	1	\$72,544.00	\$72,544.00	\$50,799.00	\$50,799.00
	<b>Eventide Interface license for VESTA 911 IP/SPAN</b> Eventide Interface license for VESTA 911 IP/SPAN Recording	1				



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	<p><b>NexLog 740 base system</b>          NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.</p>	1				
	<p><b>NENA ANI/ALI CAD Spill Integration of SMDR</b>          NENA ANI/ALI CAD Spill Integration of SMDR</p>	1				
	<p><b>Geographic Search/View (Requires Lat/Lon, MW Plus,</b>          Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)</p>	1				
	<p><b>Call Evaluation base-level software (20 Agents, 2</b>          Call Evaluation base-level software (20 Agents, 2 Evaluators)</p>	1				
	<p><b>Rack Mount slides - 4 post, 3U (for NexLog 740)</b></p>	1				
	<p><b>Enhanced Reporting Package</b>          Enhanced Reporting Package</p>	1				
	<p><b>MediaWorks Plus Licenses</b>          MediaWorks Plus (Web) Concurrent Access for 8 Users</p>	1				
	<p><b>Central Archive License (for archive to another Nexlog recorder)</b>          Central Archive License (for archive to another NexLog)</p>	1				
	<p><b>MP3 option for MediaWorks PLUS</b>          MP3 option for MediaWorks PLUS</p>	1				



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	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	<b>Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB</b> Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b> Internal IP Recorder w/ 8 G.711 Channel Licenses to record Cassidian IP Positions	1				
	<b>Add-on license pack (internal IP recording engine)</b> Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911 to record (50) HARRIS EDACs Radio Talkpaths	21				
	<b>Single-port 100/GB PCI Network Card</b> Single-port 100/GB PCI Network Card	3				

The below Eventide Nexlog 840 Voice Recorder is equipped with recording (120) CAMA trunks, (104) Avaya 10-digit lines

<b>NexLog 840 TDM Recorder 1</b>	<b>NexLog 840 TDM Recorder 1</b>	1	\$106,129.00	\$106,129.00	\$79,864.00	\$79,864.00
	<b>Single-port 100/GB PCI Network Card</b> Single-port 100/GB PCI Network Card	3				
	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b> Internal IP Recorder w/ 8 G.711 Channel Licenses	1				
	<b>Add-on license pack (internal IP recording engine)</b> Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	12				



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	NexLog 840 base system: 4U rack-mount, Intel Core2 NexLog 840 base system: 4U rack-mount, Intel Core2 Quad CPU, Dual NIC, Dual hot-swappable 120/24...	1				
	Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				
	MP3 option for MediaWorks PLUS MP3 option for MediaWorks PLUS	1				
	48-Channel T1/PRI Passive Tap Card, 48 Channel Lic 48-Channel T1/PRI Passive Tap Card, 48 Channel Licenses	2				
	24-Channel T1/PRI Passive Tap Card, 24 Channel Lic 24-Channel T1/PRI Passive Tap Card, 24 Channel Licenses	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	1				



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	NexLog Access Bridge License NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR	1				
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
The below Eventide Nexlog 840 Voice Recorder is equipped with recording (120) CAMA trunks & (104) Avaya 10-digit lines						
Redundant NexLog 840 TDM Recorder 1	Redundant NexLog 840 TDM Recorder 1	1	\$97,429.00	\$97,429.00	\$72,295.00	\$72,295.00
	Single-port 100/GB PCI Network Card Single-port 100/GB PCI Network Card	3				
	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				
	24-Channel T1/PRI Passive Tap Card, 24 Channel Lic 24-Channel T1/PRI Passive Tap Card, 24 Channel Licenses	1				
	NexLog 840 base system: 4U rack-mount, Intel Core2 NexLog 840 base system: 4U rack-mount, Intel Core2 Quad CPU, Dual NIC, Dual hot-swappable 120/24...	1				





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Geographic Search/View (Requires Lat/Lon, MW Plus, Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
Enhanced Reporting Package Enhanced Reporting Package	1				
MP3 option for MediaWorks PLUS MP3 option for MediaWorks PLUS	1				
48-Channel T1/PRI Passive Tap Card, 48 Channel Lic 48-Channel T1/PRI Passive Tap Card, 48 Channel Licenses	2				
MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	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				
NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR	1				
Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				



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The Nexlog 740 recorder with recording (19) screens

Nexlog 740 Screen Recorder	NexLog 740 Screen Recorder	1	\$28,200.00	\$28,200.00	\$16,134.00	\$16,134.00
	Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB Storage	1				
	Call Evaluation base-level software (20 Agents, 2 Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	Enhanced Reporting Package Enhanced Reporting Package	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				
	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
	Central Archive License (for archive to another Nexlog recorder) Central Archive License (for archive to another NexLog)	1				



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	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	<b>Screen Recording System License w/ 20 PC Licenses</b> Screen Recording System License w/ 20 PC Licenses (Note: Due to the potential for increase storage demand we highly recommend upgrading base hard drive sizes to min 2TB)	1				
<b>NexLog 740 Playback</b>	<b>NexLog 740 Playback Recorder</b> NexLog 740 Base Hardware Configuration	1	\$30,555.00	\$30,555.00	\$18,234.00	\$18,234.00
	<b>Geographic Search/View (Requires Lat/Lon, MW Plus,</b> Geographic Search/View (Requires Lat/Lon, MW Plus, Google Maps)	1				
	<b>Call Evaluation base-level software (20 Agents, 2</b> Call Evaluation base-level software (20 Agents, 2 Evaluators)	1				
	<b>Enhanced Reporting Package</b> Enhanced Reporting Package	1				
	<b>Central Archive License (for archive to another Nexlog recorder)</b> Central Archive License (for archive to another NexLog)	1				
	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	1				
	<b>MediaWorks Plus Licenses</b> MediaWorks Plus (Web) Concurrent Access for 8 Users	11				



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	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740)	1				
	Upgrade to 2x1TB Hot Swap h/w-RAID1= 1 TB Storage Nexlog 740 - Upgrade to 2 x 1 TB Hot Swap h/w-RAID1= 1 TB Storage	1				
	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint.	1				
Nexlog Storage & Power Bundle1	Nexlog Storage & Power Bundle 1	1	\$7,985.00	\$7,985.00	\$7,985.00	\$7,985.00
	Multi-Channel KVM for rack mounted recording solut Multi-Channel KVM for rack mounted recording solution	1				
	Tripp Lite UPS Tripp Lite Rackmounted UPS	3				
<b>Subtotals:</b>						

Part Number	Services - HGAC	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
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Sales and Support

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<b>Prof Serv Install Bundle</b>	<b>Prof Service Installations Bundle</b> Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash	1	\$33,045.00	\$33,045.00	\$33,045.00	\$33,045.00
<b>Prof Support Bundle</b>	<b>Support Product and Configuration Bundle</b> Support For Recording Solution During Period of OEM Materials Warranty. Includes Software Support, Configuration Support, Time and Materials, and all On-Site Maintenance	1	\$62,152.00	\$62,152.00	\$62,152.00	\$62,152.00
<b>Prof Service Training Bundle</b>	<b>Prof Service Training Bundle</b> Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support	1	\$20,750.00	\$20,750.00	\$20,750.00	\$20,750.00
	<b>Training IT Admin Onsite</b> Training IT Administrator Onsite, Recorder Configuration and Maintainer. (Per shift, each additional shift 1/2 price)	4				
	<b>Training Agent/Dispatch Onsite</b> Training Onsite for Agents and Dispatchers, Instant Recall, Search, Replay, Export, Tagging (per shift, each additional shift 1/2 price)	7				
	<b>Training Quality Onsite</b> Training Quality Onsite, Building QA Templates, Forms, and Agent Grading for Classes of 10 or less. (Per shift, each additional shift 1/2 price)	5				
	<b>Training Enhanced Reporting</b> Training to Create Custom Report Templates Should Customer Choose Optional Enhanced Reporting (Per shift)	4				



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	<b>Training Supervisor/Mgr Onsite</b> Training For Supervisors and Managers Onsite. Detail Metadata Searching, Call Tagging, Incident Creation, User Administration, Exporting, Reporting (Per shift, each additional shift 1/2 price)	4				
<b>Subtotals:</b>						

Part Number	Maintenance Years 2-8	*Optional	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof. Services Maintenance	<b>Year 2 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$124,304.00	\$124,304.00	\$124,304.00	\$124,304.00
Prof. Services Maintenance	<b>Year 3 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$134,663.00	\$134,663.00	\$134,663.00	\$134,663.00
Prof. Services Maintenance	<b>Year 4 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$145,022.00	\$145,022.00	\$145,022.00	\$145,022.00
Prof. Services Maintenance	<b>Year 5 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$155,380.00	\$155,380.00	\$155,380.00	\$155,380.00
Prof. Services Maintenance	<b>Year 6 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$165,739.00	\$165,739.00	\$165,739.00	\$165,739.00
Prof. Services Maintenance	<b>Year 7 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$176,098.00	\$176,098.00	\$176,098.00	\$176,098.00
Prof. Services Maintenance	<b>Year 8 Annual Maintenance Contract</b> Annual Maintenance Coverage For Your Solution -		1*	\$186,456.00	\$186,456.00	\$186,456.00	\$186,456.00
<b>*Optional Amount:</b>							<b>\$1,087,662.00</b>
<b>Subtotals:</b>					<b>\$1,087,662.00</b>		<b>\$1,087,662.00</b>

Part Number	Payment Terms	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
<b>Listed below are Vista Com's payment terms</b>						
1st payment	<b>50% of total price due at time of award of contract/PO</b>	1*	\$494,787.50	\$494,787.50	\$494,787.50	\$494,787.50



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2nd payment	40% of total price due upon completed installation Annual Maintenance Coverage For Your Solution -	1*	\$395,830.00	\$395,830.00	\$395,830.00	\$395,830.00
3rd payment	10% of total price due upon training completion Annual Maintenance Coverage For Your Solution -	1*	\$98,957.50	\$98,957.50	\$98,957.50	\$98,957.50
<b>*Optional Amount:</b>					<b>\$989,575.00</b>	
<b>Subtotals:</b>				<b>\$989,575.00</b>	<b>\$989,575.00</b>	

Part Number	Motorola P25 Conversion	*Optional	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Below is the Motorola P25 radio add-on components for Bexar and Brooks. After discussion with San Antonio it might be discovered that more components will be needed.							
271141	Mandatory License Fee - Initial/One AIS Mandatory License fee for Initial System Release, First AIS, this fee must be pre-paid		1	\$49,995.00	\$49,995.00	\$49,995.00	\$49,995.00
271142	Mandatory license fee - Initial/Addtl AIS Mandatory license fee for Initial System Release, each addtl AIS, this fee must be pre-paid		1	\$10,495.00	\$10,495.00	\$10,495.00	\$10,495.00
209222	Intergration to ASTRO 25 Subsequent - Single AIS Intergration to ASTRO 25 Subsequent system- Single AIS		1	\$3,995.00	\$3,995.00	\$3,476.00	\$3,476.00
<b>*Optional Amount:</b>					<b>\$63,966.00</b>		
<b>Subtotals:</b>				<b>\$64,485.00</b>	<b>\$63,966.00</b>		

Quote Summary	Amount
Brooks PSAP	\$432,464.00
Bexar Metro	\$441,164.00
Services - HGAC	\$115,947.00
Payment Terms	\$0.00
<b>Total</b>	<b>\$989,575.00</b>



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*Optional Expenses	Amount
Maintenance Years 2-8	\$1,087,662.00
Payment Terms	\$989,575.00
Motorola P25 Conversion	\$63,966.00
<b>Optional Subtotal</b>	<b>\$2,141,203.00</b>

Payment Terms	No. of Payments		Amount
Net 30	1	None	\$989,575.00

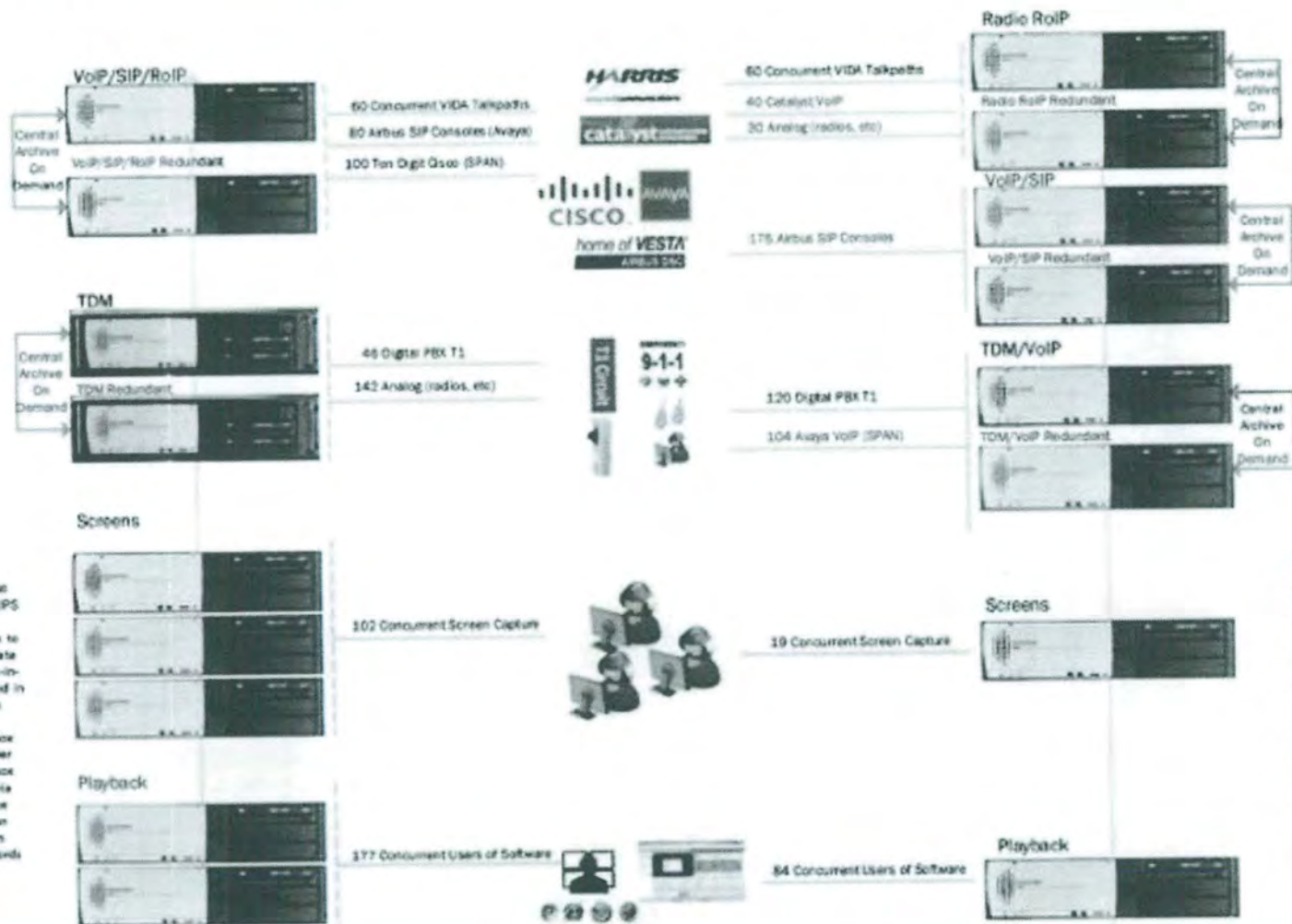
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Eventide Logging Recorder Solution



- Notes:
1. Brooks supplies rack and space
  2. Vista Com supplies KVM and UPS (not pictured)
  3. Brooks will create demarcations to recorder demarcation in duplicate
  4. DISCO desired recording is built-in-bridge but only one BNB allowed in Call Mgr therefore SPAN shown
  5. 30-40 concurrent screens per recorder therefore dedicated box
  6. 80 concurrent software users per recorder therefore dedicated box
  7. Users can access all records via Eventide Network Access Bridge
  8. VoIP & TDM centrally archive on demand triggered by Vista Com support to replace missing records in event of shutdown

- Notes:
1. Bexar supplies rack in-c space
  2. Vista Com supplies KVM and UPS (not pictured)
  3. Bexar will create demarcations to recorder demarcation in duplicate
  4. Only one Catalyst demarcation allowed per vendor
  5. 30-40 concurrent screens per recorder therefore dedicated box
  6. 80 concurrent software users per recorder therefore dedicated box
  7. Users can access all records via Eventide Network Access Bridge
  8. Redundant records centrally archive on demand triggered by Vista Com support to replace missing records in event of shutdown



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We have prepared a quote for you

**Bexar & Brooks - NICE Uptivity WFM Proposal**

**Quote # HOU002168**

Version 1

**San Antonio Police Department**



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Sunday, April 30, 2017

San Antonio Police Department  
Jorge Garcia  
214 W. Nueva  
San Antonio, TX

Dear Jorge,

Thank you for allowing Vista Com to prepare a quotation for a WFM solution for Brooks and Bexar. Vista Com is proposing a NICE Uptivity WFM solution.

Vista Com has over a 23 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery 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



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## Disclosures

All order cancellations are subject to a 30% 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.

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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## Bexar & Brooks - NICE Uptivity WFM Proposal



Prepared by:

**Vista Com**  
 Robin Clevenger  
 281-516-9800 ext 201  
 Fax (281) 518-7056

Prepared for:

**San Antonio Police Department**  
 214 W. Nueva  
 San Antonio, TX  
 Jorge Garcia

Quote Information:

**Quote #: HOU002168**  
 Version: 1  
 Delivery Date: 04/30/2017  
 Expiration Date: 07/31/2017

*Robin Clevenger*

Part Number	Initial Software Purchase	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
<p>Vista Com is proposing NICE Uptivity WFM for Brooks and Bexar locations. The solution listed below is the initial purchase amount and thereafter the next tab reflects the monthly subscription amount. The solution is cloud based. Avaya CMS Integration Requirements- Customer to provide and configure Generic-RTA Interface and RT-Socket Interface. Historical data is imported via ODBC from the IBM Informix database in CMS. Avaya CMS offers both an External Call History Interface (ECHI) and an Internal Call History Interface (ICHI). Only one can be active at any given time. This integration can work with either.</p> <p>Real-time agent status is obtained via the CMS Real Time Adherence (Generic-RTA) interface. Split/skill data is obtained through the CMS RT-Socket interface.</p> <p>Cisco UCCX Integration Requirements: Historical Data is imported via ODBC from the UCCX database, which may be either Informix or SQL. This integration can work with either.</p>						
Bexar	Bexar WFM Up Front Purchase Eventide User Software Bundle and Licensing	1	\$21,320.00	\$21,320.00	\$21,320.00	\$21,320.00
	TSM Package - Basic * Basic support from a Technical Success Manager (TSM) when calling in to Customer Care * Package includes: * 5x12 Customer Care via phone, chat, & portal * Comprehensive catalog of self-paced, public webinars	1				



Oklahoma City, OK  
 1200 Technology Center Drive, Suite 140  
 Oklahoma City, OK 73112  
 P: (800) 708-6423  
 www.vistacomtx.com

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

Sales and Support

Remit, Sales and Support

	<b>HW Customer Provided VMWare Infrastructure</b> HW Customer Provided VMWare Infrastructure with minimum Windows OS, 4GB RAM, 4 CPU Core	1				
	<b>InContact Evolve Workforce Management Implementation</b> <ul style="list-style-type: none"> <li>* Implementation and setup of Evolve WFM</li> <li>* Billed as a one time (non-recurring) charge</li> <li>* Implementation includes:             <ul style="list-style-type: none"> <li>* Implementation manager who oversees the project from start to finish</li> <li>* Business requirements session and documentation</li> <li>* Initial System Configuration</li> <li>* User acceptance testing</li> <li>* 2 days of Instructor-Led training</li> <li>* Additional web-based training included</li> <li>* Go-Live support</li> <li>* 2 weeks post Go-Live support</li> </ul> </li> </ul>	1				



Oklahoma City, OK  
 4300 Perimeter Center Drive, Suite 140  
 Oklahoma City, OK 73112  
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 Houston, Texas 77095  
 P: (800) 708-6423  
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

	<b>InContact Evolve Workforce Management (per Configured User)</b> <ul style="list-style-type: none"> <li>* Provides forecasting, scheduling, and schedule adherence management. Intended for customers who need to generate forecasts for call volume only and generate the necessary agent schedules to handle the forecasted volume.</li> <li>* Configured Users are billed based on the highest number of users set up on the platform at any one time during the month</li> <li>* Key product features:               <ul style="list-style-type: none"> <li>* Forecasting and Scheduling</li> <li>* Intraday Management</li> <li>* Shift Bidding</li> <li>* Time Off Management</li> <li>* Reporting- Standard and Ad-Hoc</li> </ul> </li> </ul>	60				
Brooks	<b>Brooks WFM Up Front Purchase Eventide User Software Bundle and Licensing</b>	1	\$27,392.00	\$27,392.00	\$27,392.00	\$27,392.00
	<b>TSM Package - Basic</b> <ul style="list-style-type: none"> <li>* Basic support from a Technical Success Manager (TSM) when calling in to Customer Care</li> <li>* Package includes:               <ul style="list-style-type: none"> <li>* 5x12 Customer Care via phone, chat, &amp; portal</li> <li>* Comprehensive catalog of self-paced, public webinars</li> </ul> </li> </ul>	1				
	<b>HW Customer Provided VMWare Infrastructure</b> <b>HW Customer Provided VMWare Infrastructure with minimum Windows OS, 4GB RAM, 4 CPU Core</b>	1				



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Sales and Support

Remit, Sales and Support

<p><b>InContact Evolve Workforce Management Implementation</b></p> <ul style="list-style-type: none"> <li>* Implementation and setup of Evolve WFM</li> <li>* Billed as a one time (non-recurring) charge</li> <li>* Implementation includes:           <ul style="list-style-type: none"> <li>* Implementation manager who oversees the project from start to finish</li> <li>* Business requirements session and documentation</li> <li>* Initial System Configuration</li> <li>* User acceptance testing</li> <li>* 2 days of Instructor-Led training</li> <li>* Additional web-based training included</li> <li>* Go-Live support</li> <li>* 2 weeks post Go-Live support</li> </ul> </li> </ul>	1				
<p><b>InContact Evolve Workforce Management (per Configured User)</b></p> <ul style="list-style-type: none"> <li>* Provides forecasting, scheduling, and schedule adherence management. Intended for customers who need to generate forecasts for call volume only and generate the necessary agent schedules to handle the forecasted volume.</li> <li>* Configured Users are billed based on the highest number of users set up on the platform at any one time during the month</li> <li>* Key product features:           <ul style="list-style-type: none"> <li>* Forecasting and Scheduling               <ul style="list-style-type: none"> <li>* Intraday Management</li> <li>* Shift Bidding</li> <li>* Time Off Management</li> <li>* Reporting- Standard and Ad-Hoc</li> </ul> </li> </ul> </li> </ul>	336				
		<b>Subtotals:</b>			





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 8750 Wilshire Center Drive, Suite 140  
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 Houston, Texas 77095  
 P: (800) 708-6423  
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Part Number	Monthly Software Purchase	Recurring Price	Qty	Ext. Recurring	Ext. Price
Vista Com is proposing NICE Uptivity WFM cloud based solution for Bexar and Brooks. The proposal listed below is the monthly subscription amount.					
Bexar	Bexar WFM Monthly Purchase Eventide User Software Bundle and Licensing	\$1,320.00	\$1,320.00	1	\$1,320.00
1561-243-253-XX	TSM Package - Basic <ul style="list-style-type: none"> <li>Basic support from a Technical Success Manager (TSM) when calling in to Customer Care</li> <li>Package includes:               <ul style="list-style-type: none"> <li>5x12 Customer Care via phone, chat, &amp; portal</li> <li>Comprehensive catalog of self-paced, public webinars</li> </ul> </li> </ul>			1	
PID21346	HW Customer Provided VMWare Infrastructure HW Customer Provided VMWare Infrastructure with minimum Windows OS, 4GB RAM, 4 CPU Core			1	
4101-567-000-XX	inContact Evolve Workforce Management (per Configured User) <ul style="list-style-type: none"> <li>Provides forecasting, scheduling, and schedule adherence management. Intended for customers who need to generate forecasts for call volume only and generate the necessary agent schedules to handle the forecasted volume.</li> <li>Configured Users are billed based on the highest number of users set up on the platform at any one time during the month</li> <li>Key product features:               <ul style="list-style-type: none"> <li>Forecasting and Scheduling</li> <li>Intraday Management</li> <li>Shift Bidding</li> <li>Time Off Management</li> <li>Reporting- Standard and Ad-Hoc</li> </ul> </li> </ul>			60	



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 www.vistacomtx.com

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

Sales and Support

Remit, Sales and Support

Part Number	Monthly Software Purchase	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Brooks	Brooks WFM Monthly Purchase Eventide User Software Bundle and Licensing	\$7,392.00	\$7,392.00	1	\$7,392.00	\$7,392.00
1561-243-253-XX	TSM Package - Basic <ul style="list-style-type: none"> <li>* Basic support from a Technical Success Manager (TSM) when calling in to Customer Care</li> <li>* Package includes:               <ul style="list-style-type: none"> <li>* 5x12 Customer Care via phone, chat, &amp; portal</li> <li>* Comprehensive catalog of self-paced, public webinars</li> </ul> </li> </ul>			1		
PID21346	HW Customer Provided VMWare Infrastructure HW Customer Provided VMWare Infrastructure with minimum Windows OS, 4GB RAM, 4 CPU Core			1		



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

Sales and Support

Remit, Sales and Support

Part Number	Monthly Software Purchase	Recurring	Price	Qty	Ext. Recurring	Ext. Price
4101-567-000-XX	<b>InContact Evolve Workforce Management (per Configured User)</b> * Provides forecasting, scheduling, and schedule adherence management. Intended for customers who need to generate forecasts for call volume only and generate the necessary agent schedules to handle the forecasted volume. * Configured Users are billed based on the highest number of users set up on the platform at any one time during the month * Key product features: * Forecasting and Scheduling * Intraday Management * Shift Bidding * Time Off Management * Reporting- Standard and Ad-Hoc			336		
					<b>Recurring Subtotal:</b>	<b>\$8,712.00</b>
					<b>Subtotal:</b>	<b>\$8,712.00</b>

Quote Summary	Amount
Initial Software Purchase	\$48,712.00
Monthly Software Purchase	\$8,712.00
<b>Total</b>	<b>\$57,424.00</b>

Recurring Expenses Summary	Amount
Monthly Software Purchase	\$8,712.00
<b>Recurring Total</b>	<b>\$8,712.00</b>

Payment Terms	No. of Payments	Amount
Net 30	1	None
		\$57,424.00

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



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1000 Hammer Center Drive, Suite 140  
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*Sales and Support*

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

*Remit, Sales and Support*

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Signature

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Date

CONTRACTS DISCLOSURE  
FORM

\* = Required fields



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

\*This is a  New Submission or  Correction or  Update to previous submission.

\*1. Name of person submitting this disclosure form.

First: Robin M.I. L Last: Clevenger Suffix: \_\_\_\_\_

\*2. Contract information.

a) Contract or project name: RFP 017-808/6100008876 Purchase & Installation of Logging Recorders of San Antonio PSRS

b) Originating department: Information Technology Services

\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

DigitalMarkets, Inc. dba Vista Com  
c/o Robin Clevenger  
9824 Whithorn Drive  
Houston, Texas 77095

\*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.  
 Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

\*5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.  
 Subcontractors may be retained, but have not been selected at the time of this submission.  
 List of subcontractors, including the name of the owner(s), and business name:

SAT Communications, LTD dba Industrial Communications  
c/o Jeff Poole  
1019 E Euclid Ave  
San Antonio, TX 78212

\*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.  
 List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

### Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

### Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under [Section 2-309 of the Municipal Campaign Finance Code](#), the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

### \*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

### Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

## Acknowledgements

### \*1. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

### \*2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.



\* = Required fields



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*3. Contribution Prohibitions for "High-Profile" Contracts

This is not a high-profile contract.

This is a high-profile contract.

I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

### \*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

### \*Oath

I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Robin Clevenger

Title: Regional Sales Manager

Company Name or DBA: DigitalMarkets, Inc. dba Vista Com

Date: 04/30/2017

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

LITIGATION DISCLOSURE  
FORM

015- SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Release Date	April 14, 2017
Pre-Submittal Conference	April 20, 2017 at 9:00 AM
Final Questions Accepted	April 24, 2017 at 2:00 PM
Proposals Due	May 1, 2017 at 11:00 AM
Interviews	TBD
Anticipated City Council Approval	TBD
Anticipated Effective Date of Contract	TBD

**ATTACHMENTS**

**RFP ATTACHMENT A – TECHNICAL SCOPE DOCUMENT / ALTERNATIVES**

(Posted as a separate document)

**RFP ATTACHMENT B – CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure Form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place copy in proposal response as indicated in the Proposal Checklist.

**RFP ATTACHMENT C**

**LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes  No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes  No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes  No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**RFP ATTACHMENT D**

**SBEDA PROGRAM INFORMATION AND FORMS**

(Posted as a separate document)

SBEDA PROGRAM  
INFORMATION FORM



## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Purchase and Installation of Logging Recorders for the San Antonio Public Safety Radio System*

PRIME CONTRACTOR NAME: DigitalMarkets, Inc. dba Vista Com

**Please review the following information before completing the form:**

1. Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed NON-RESPONSIVE.
3. For a Prime contractor or Subcontractor to count toward a City required subcontracting goal(s), the Prime contractor or Subcontractor must be SBEDA eligible and have the same certification(s) from the South Central Texas Regional Certification Agency ([www.SCTRCA.org](http://www.SCTRCA.org)) as the City required subcontracting goal(s).

To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through SCTRCA **AND** must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. SBEDA eligibility can be verified through the link <http://www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting>. For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API'S	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Small Business Enterprise (SBE) Prime Contracting Program	10 points			NO	N/A
Minority and/or Woman Owned Business Enterprise (M/WBE) Prime Contracting Program	10 points			NO	N/A
Small Business Enterprise (SBE) Subcontracting Program		10%	11.7	YES	N/A

\*Please note that the participation by AABE subcontractors automatically counts towards the MWBE subcontracting goal.

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent: Sign and Date Russell Young Name Russell Young Title President 4/28/2017

Director or Designee of Economic Development: Sign and Date  

APPROVED  DENIED

All sections of the following table must be completed for all firms listed. List all certified or non-certified Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	DigitalMarkets, Inc. dba Vista Com	No	\$873,628.00	88.3	83845, 93972, 88332, 91576
SUB	SAT Radio Communications, LTD, dba		\$115,947.00	11.7	83845, 93972, 88332, 91576
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### Subcontractor Agreement

DigitalMarkets, Inc. dba Vista Com will provide the City of San Antonio's RFP 017-080/6100008876 with a combination of goods and services per submitted RFP response that total \$989,575. Per the RFP,

"The Subcontractor/Supplier Utilization Plan which CONTRACTOR submitted to City with its response for this contract and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

To satisfy this requirement a subcontracting arrange has been executed for RFP 017-080/6100008876 with SAT Communications, LTD, dba Industrial Communications of San Antonio, Texas. Per the submitted form Attachment D2 SBEDA Utilization Plan, the following work will be distributed to satisfy this requirement.


DigitalMarkets, Inc - Supply of hardware, software, and services in the amount of \$873,628 at 88.3% of contract value.  
SAT Communications, LTD - supply of on-site installation, training, and support in the amount of \$115,947 at 11.7% of contract value.

By signature below, both Prime and Sub-contractor verify this information to be correct.

Prime Contractor  
DigitalMarkets, Inc. dba Vista Com  
Russell Young

  
Date: April 28, 2017

Sub-Contractor  
SAT Communications, LTD, dba Industrial Communications  
Stacie Vick

  
Date: April 28, 2017

SBEDA PROGRAM  
INFORMATION FORM





## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Purchase and Installation of Logging Recorders for the San Antonio Public Safety Radio System*

PRIME CONTRACTOR NAME: DigitalMarkets, Inc. dba Vista Com

**Please review the following information before completing the form:**

1. Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed NON-RESPONSIVE.
3. For a Prime contractor or Subcontractor to count toward a City required subcontracting goal(s), the Prime contractor or Subcontractor must be SBEDA eligible and have the same certification(s) from the South Central Texas Regional Certification Agency ([www.SCTRCA.org](http://www.SCTRCA.org)) as the City required subcontracting goal(s).

To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through SCTRCA **AND** must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. SBEDA eligibility can be verified through the link <http://www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting>. For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Small Business Enterprise (SBE) Prime Contracting Program	10 points			NO	N/A
Minority and/or Woman Owned Business Enterprise (M/WBE) Prime Contracting Program	10 points			NO	N/A
Small Business Enterprise (SBE) Subcontracting Program		10%	11.7	YES	N/A

**\*Please note that the participation by AABE subcontractors automatically counts towards the MWBE subcontracting goal.**

**I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.**

Prime Contractor's Authorized Agent: Sign and Date Russell Young Name Russell Young Title President 4/28/2017

Director or Designee of Economic Development: Sign and Date

APPROVED  DENIED

All sections of the following table must be completed for all firms listed. List all certified or non-certified Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	DigitalMarkets, Inc. dba Vista Com	No	\$873,628.00	88.3	83845, 93972, 88332, 91576
SUB	SAT Radio Communications, LTD, dba		\$115,947.00	11.7	83845, 93972, 88332, 91576
SUB					
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## Subcontractor Agreement

DigitalMarkets, Inc. dba Vista Com will provide the City of San Antonio's RFP 017-080/6100008876 with a combination of goods and services per submitted RFP response that total \$989,575. Per the RFP,

The Subcontractor/Supplier Utilization Plan which CONTRACTOR submitted to City with its response for this contract and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

To satisfy this requirement a subcontracting arrange has been executed for RFP 017-080/6100008876 with SAT Communications, LTD, dba Industrial Communications of San Antonio, Texas. Per the submitted form Attachment D2 SBEDA Utilization Plan, the following work will be distributed to satisfy this requirement.


DigitalMarkets, Inc - Supply of hardware, software, and services in the amount of \$873,628 at 88.3% of contract value.  
SAT Communications, LTD - supply of on-site installation, training, and support in the amount of \$115,947 at 11.7% of contract value.

By signature below, both Prime and Sub-contractor verify this information to be correct.

Prime Contractor  
DigitalMarkets, Inc. dba Vista Com  
Russell Young

  
Date: April 28, 2017

Sub-Contractor  
SAT Communications, LTD, dba Industrial Communications  
Stacie Vick

  
Date: April 28, 2017

LPP ORDINANCE  
IDENTIFICATION FORM

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: \_\_\_\_\_%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: RFP - Purchase and Installation of Logging Recorders for the SAPSRS/ 017-080 / 6100008876

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

Name of Business:	Vista Com	
Physical Address:	9824 Whithorn Dr.	
City, State, Zip Code:	Houston, TX 77095	
Phone Number:	281-516-9800	
Email Address:	[REDACTED]	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	9	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No X
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No X
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):** N/A

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Robin Clevenger  
(Print Name) Authorized Representative of Bidder / Respondent

Robin Clevenger  
(Signature) Authorized Representative of Bidder / Respondent

Regional Sales Manager  
Title

4/29/2017  
Date

**This Local Preference Identification Form must be submitted with the bidder's /  
respondent's bid/proposal response.**



VETERAN-OWNED SMALL  
BUSINESS PREFERENCE  
PROGRAM IDENTIFICATION  
FORM

**City of San Antonio**  
**Veteran-Owned Small Business (VOSB) Preference Program Identification Form**

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**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Preference.** The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

**Tracking.** In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

**Exclusions.** This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently \$50,000 or less, or where limited by state or federal law.

**Definitions.**

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

**COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.**

**City of San Antonio**  
**Veteran-Owned Small Business (VOSB) Preference Program Identification Form**

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**PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.**

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.
- IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE **SECTION 3** OF THIS FORM.
- IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 2 AND 3** OF THIS FORM.

**City of San Antonio**

**Veteran-Owned Small Business (VOSB) Preference Program Identification Form**

SOLICITATION NAME/NUMBER: RFP - Purchase and Installation of Logging Recorders for the SAPSRs

**Section 1: Prime Contractor**

Name of PRIME CONTRACTOR:	Vista Com	
Physical Address:	9824 Whithorn Dr.	
City, State, Zip Code:	Houston, TX 77095	
Phone Number:	281-516-9800	
Email Address:	[REDACTED]	
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No X
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No X
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

**Section 2: Subcontractor**

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No X
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No X
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No X
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

**City of San Antonio**  
**Veteran-Owned Small Business (VOSB) Preference Program Identification Form**

**Section 3: Joint Ventures**

Is Respondent submitting as part of a joint venture? (circle one)	Yes	No X
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

**City of San Antonio**  
**Veteran-Owned Small Business (VOSB) Preference Program Identification Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Robin Clevenger  
(Print Name) Authorized Representative of Respondent

Robin Clevenger  
(Signature) Authorized Representative of Respondent

Regional Sales Manager  
Title

4/28/2017  
Date

**This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.**

CERTIFICATE OF  
INTERESTED PARTIES FORM

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vista Com  
 Houston, TX United States

Certificate Number:  
 2017-198593

Date Filed:  
 04/26/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of San Antonio

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

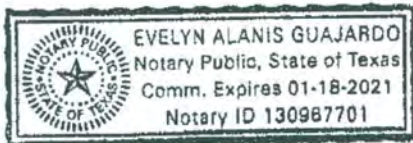
RFCSP 6100008561  
 Logging Recorders

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Clevenger, Robin	Houston, TX United States	X	

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Robin Clevenger  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robin Clevenger, this the 27<sup>th</sup> day of April, 2017, to certify which, witness my hand and seal of office.

Evelyn Guajardo Evelyn Guajardo Notary  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



# PROOF OF INSURABILITY



# CERTIFICATE OF LIABILITY INSURANCE

VISTA-1

OP ID: DI

DATE (MM/DD/YYYY)

04/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greenwood Insurance Group Inc. 3934 Cypress Creek Pkwy #240 Houston, TX 77068 Chris Cearley	<b>CONTACT NAME:</b> Diana Villarreal	<b>PHONE (A/C No. Ext):</b> 281-397-7844	<b>FAX (A/C No.):</b> 281-397-7545
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> The Hartford Insurance Company			00914
<b>INSURER B:</b> Hiscox Insurance Company			10200
<b>INSURER C:</b> Texas Mutual Insurance Co.			22945
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED**  
 Vista Com  
 Digital Markets, Inc. dba  
 9824 Whithorn Dr.  
 Houston, TX 77095

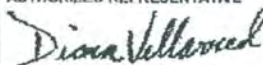
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				07/01/2016	07/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000				07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		12/10/2016	12/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Technology</b> <b>Professional Liab.</b>				07/28/2016	07/28/2017	Per Claim 1,000,000 Aggregate 1,000,000

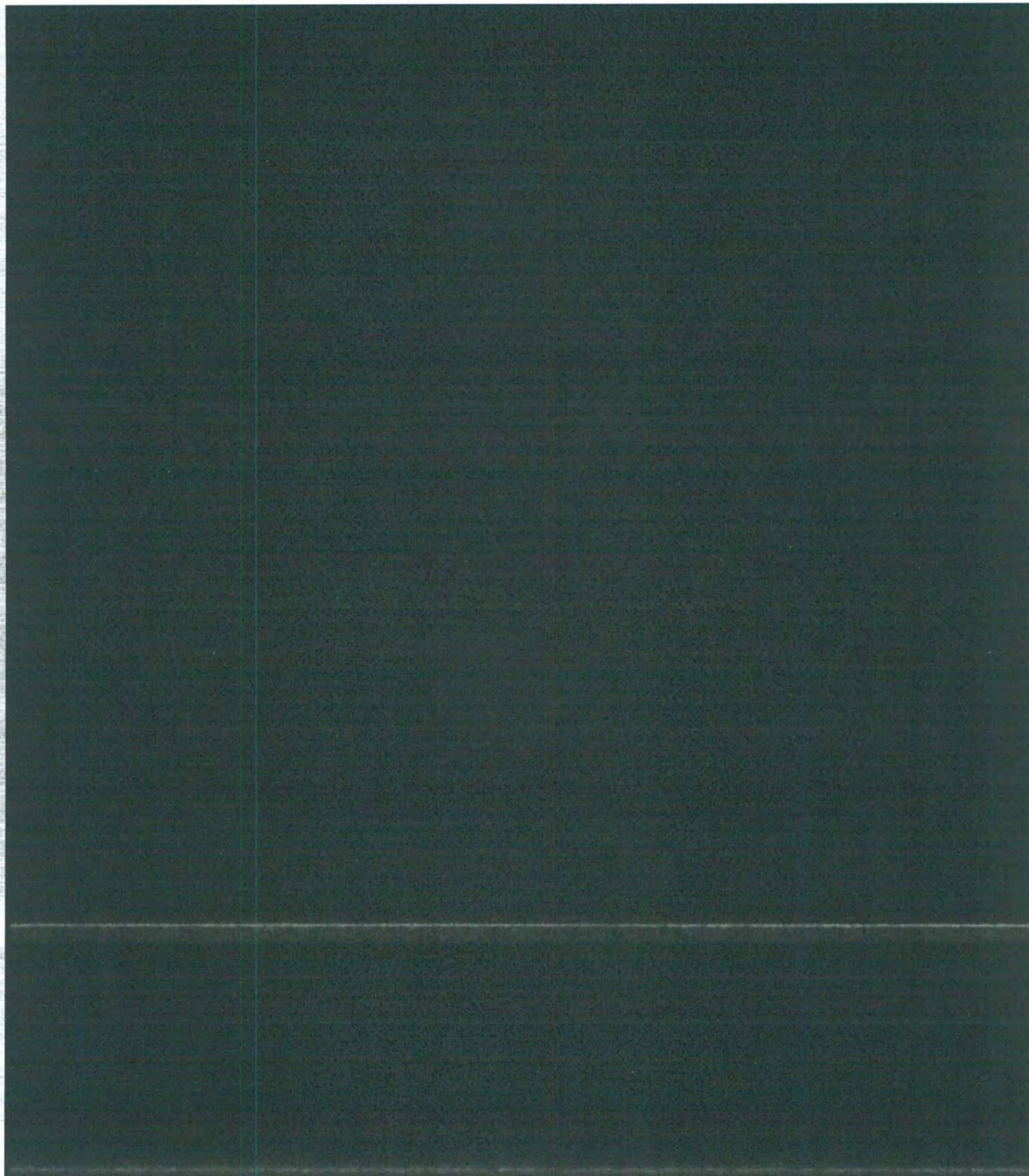
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

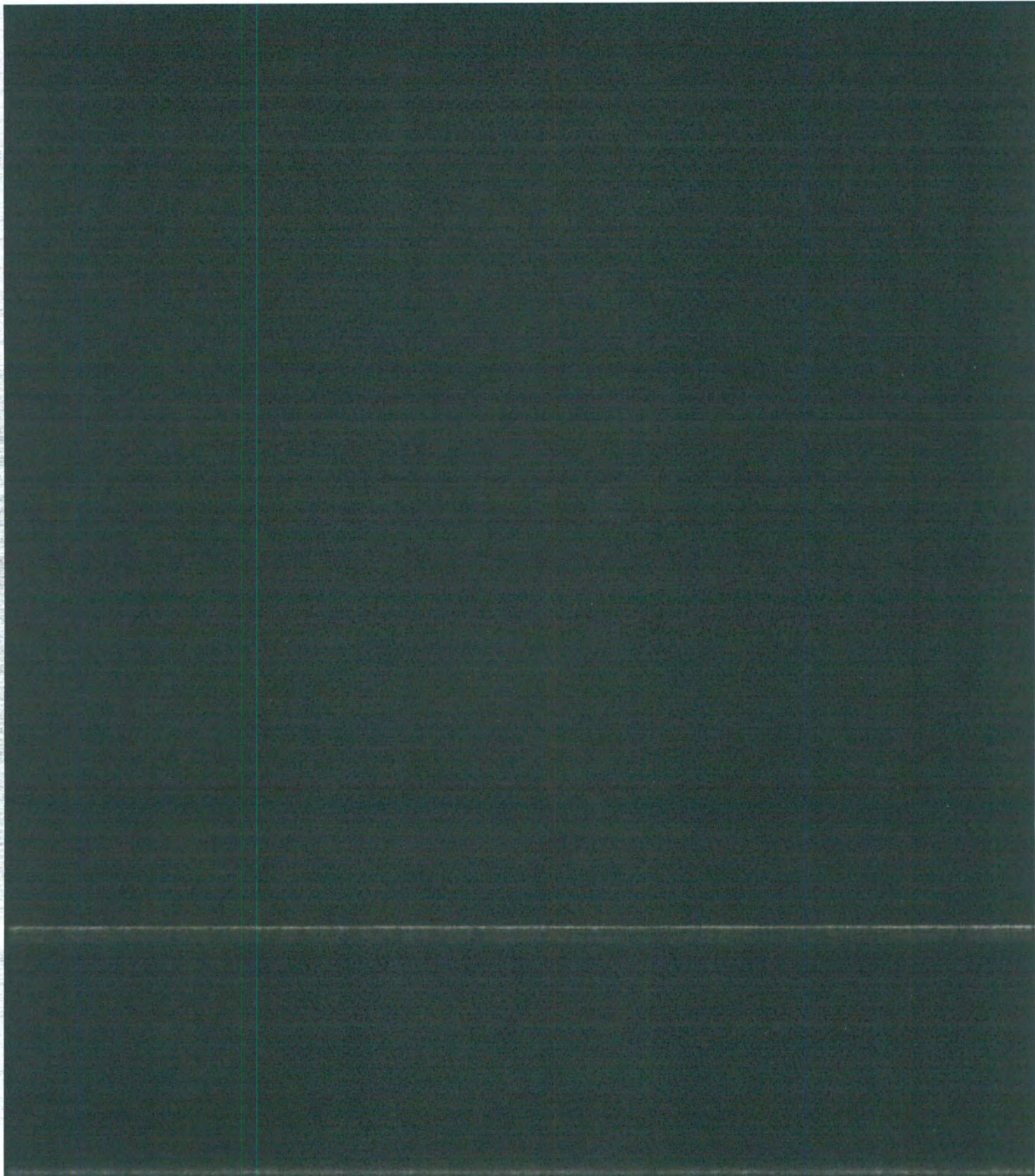
Purchase and installation of Logging recorder

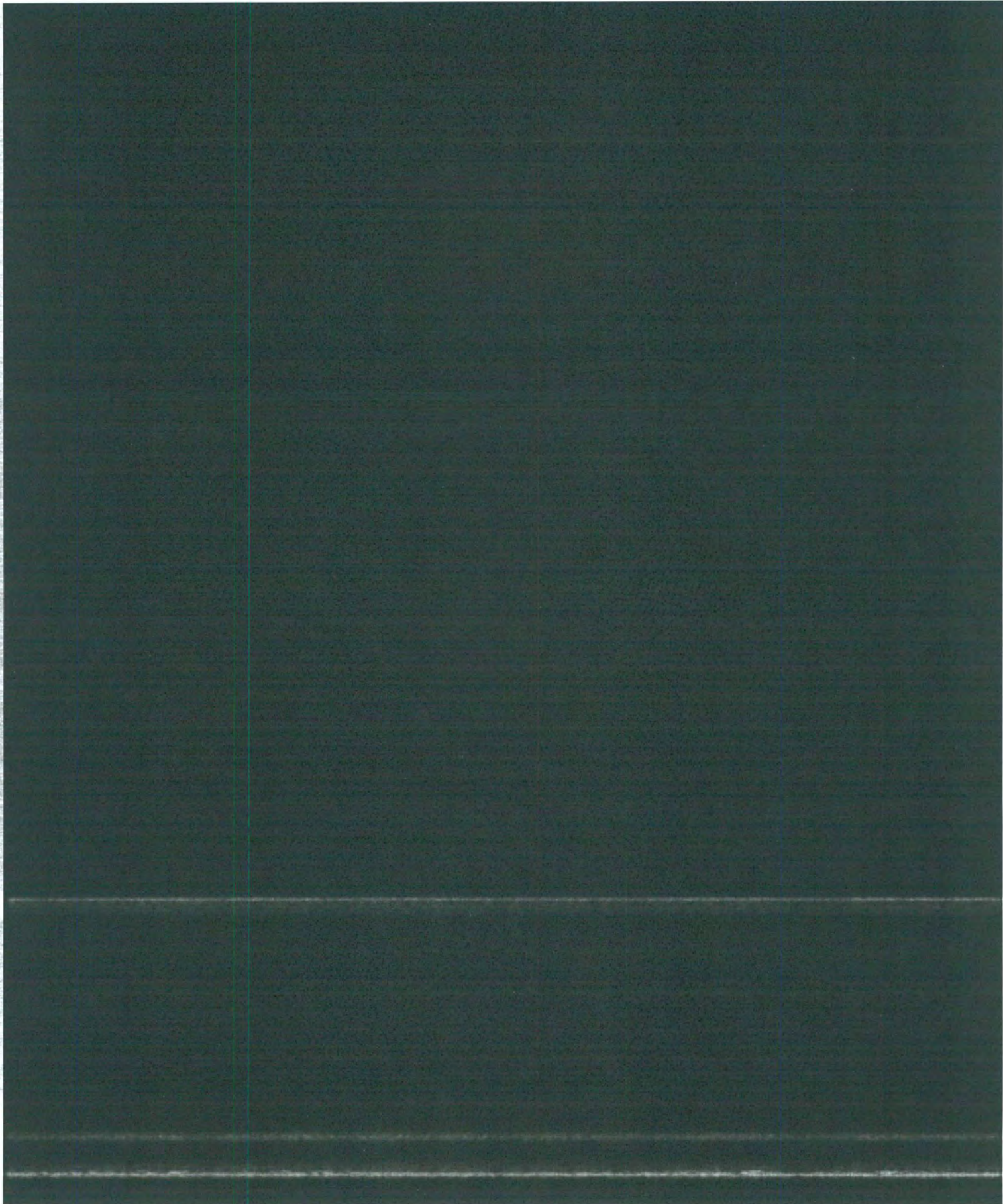
<b>CERTIFICATE HOLDER</b>  CITYSA1  City of San Antonio Information Technology Services Department 1901 S. Alamo San Antonio, TX 78204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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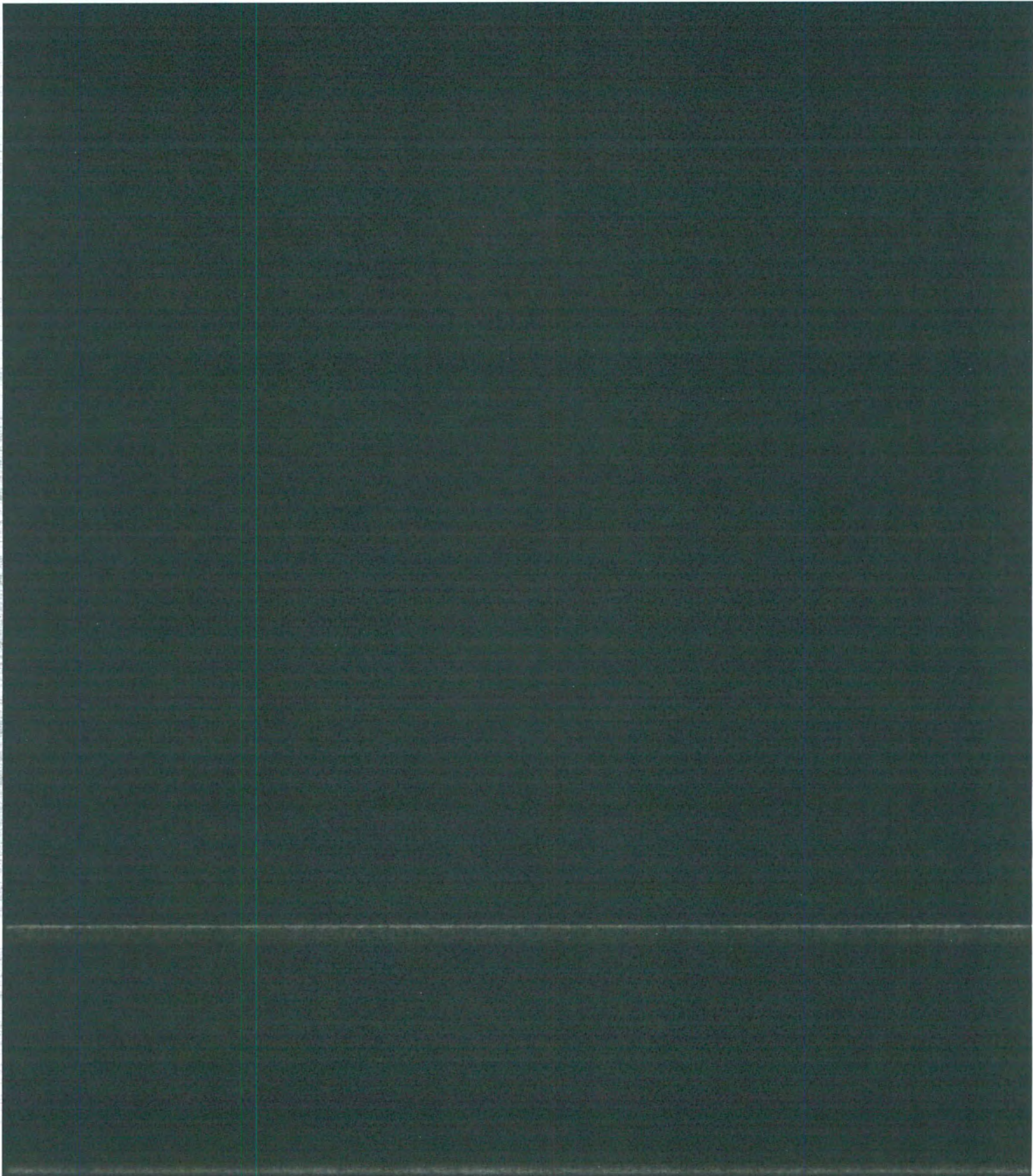
© 1988-2014 ACORD CORPORATION. All rights reserved.

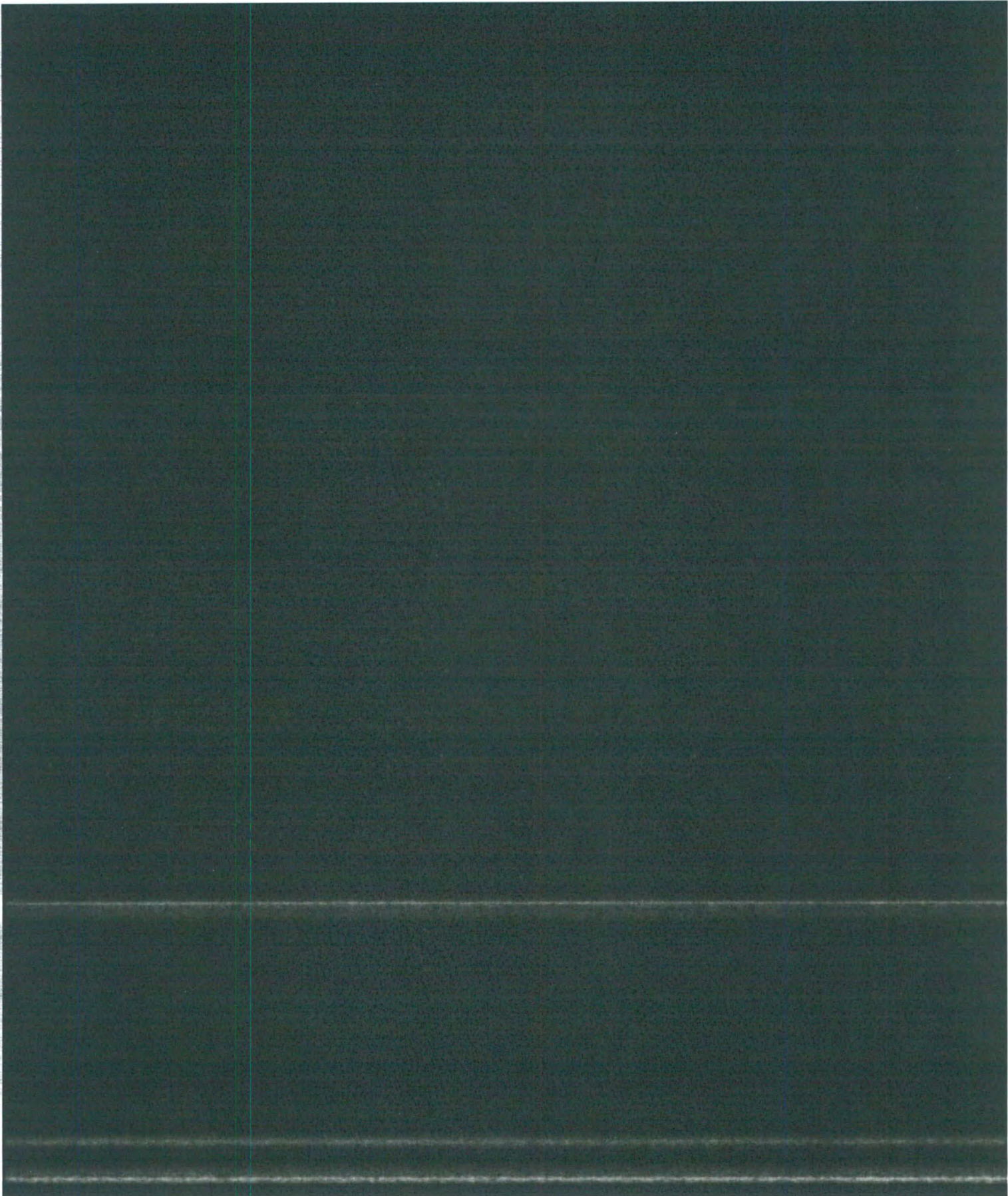
# FINANCIAL INFORMATION



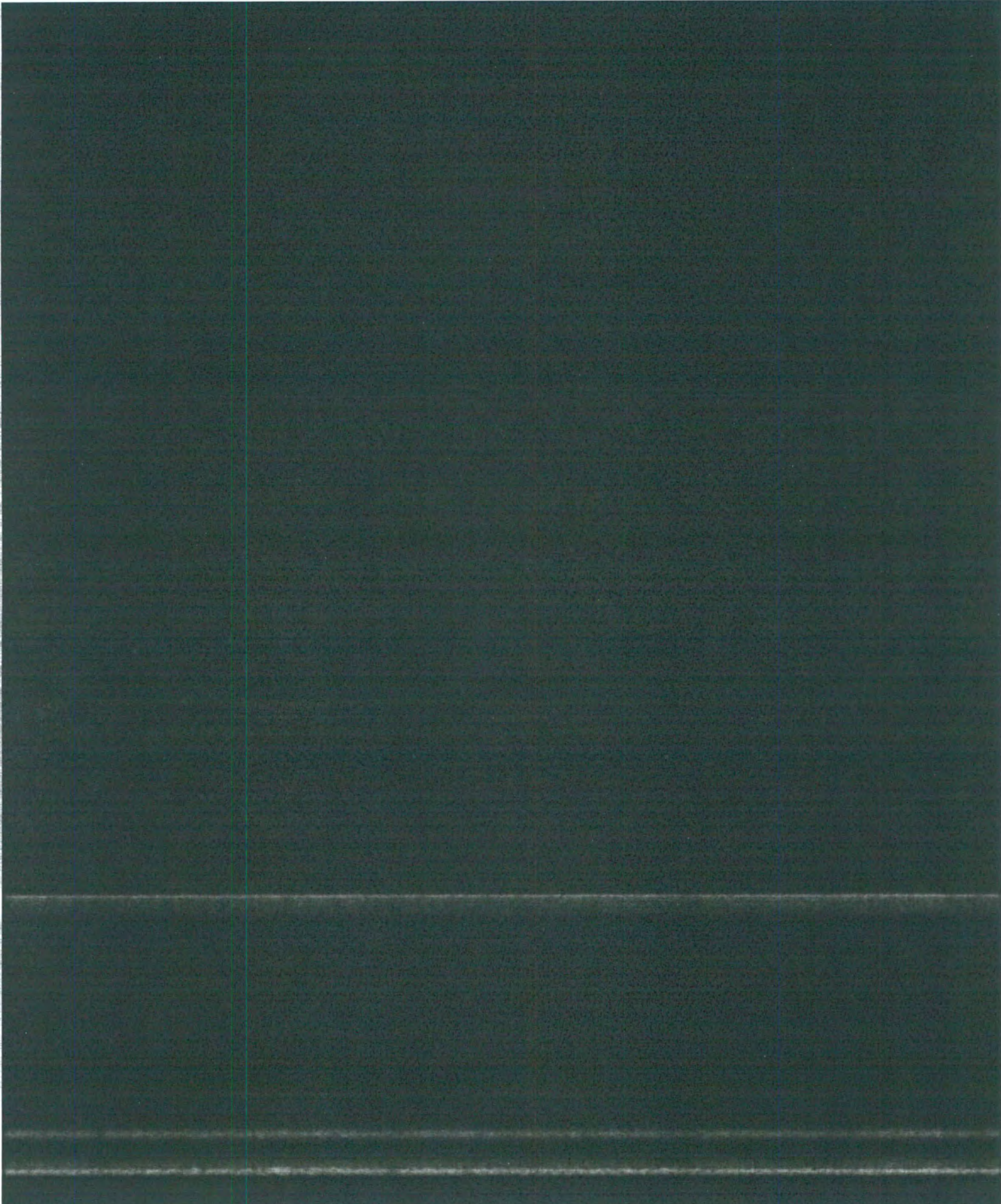


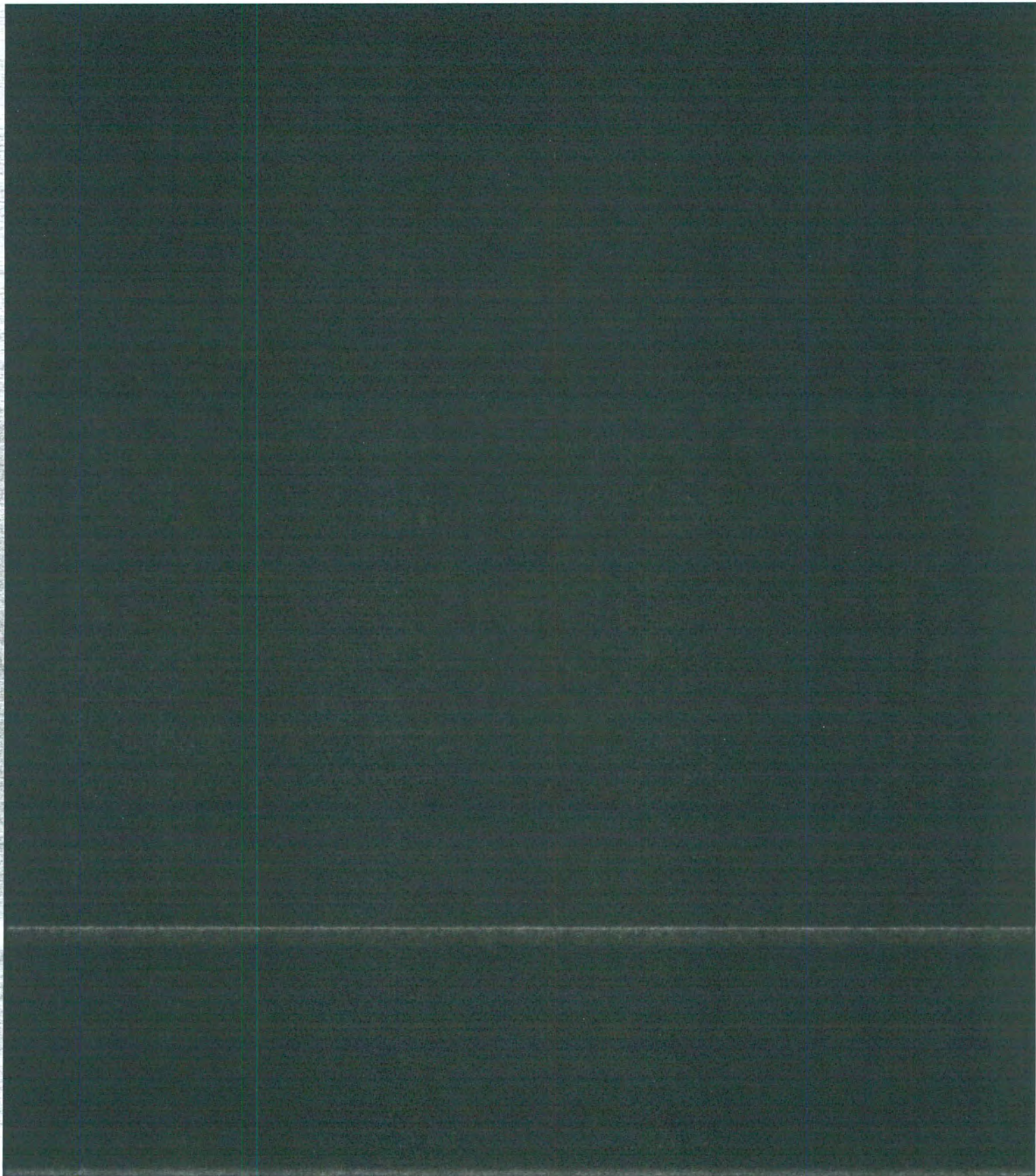


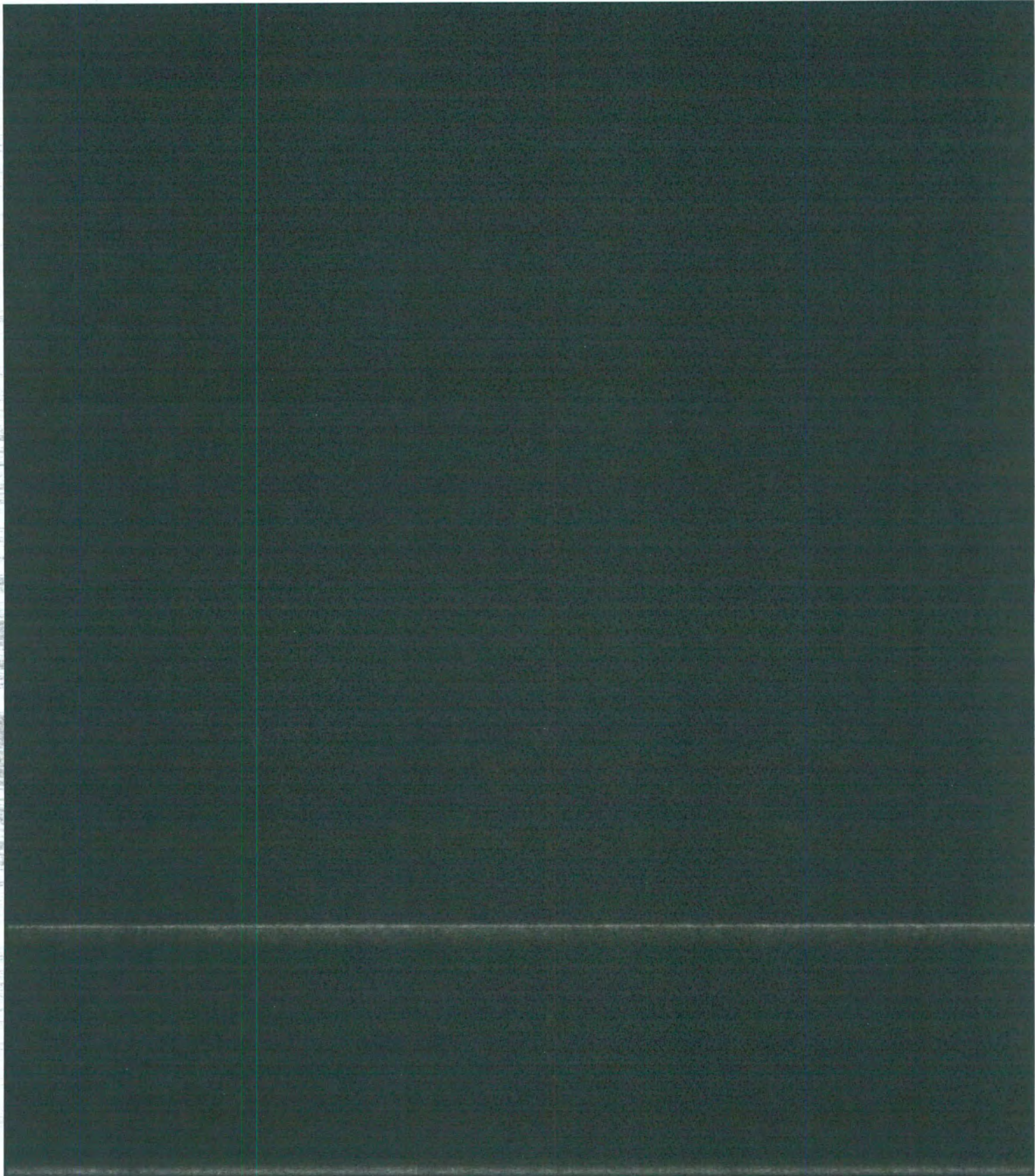


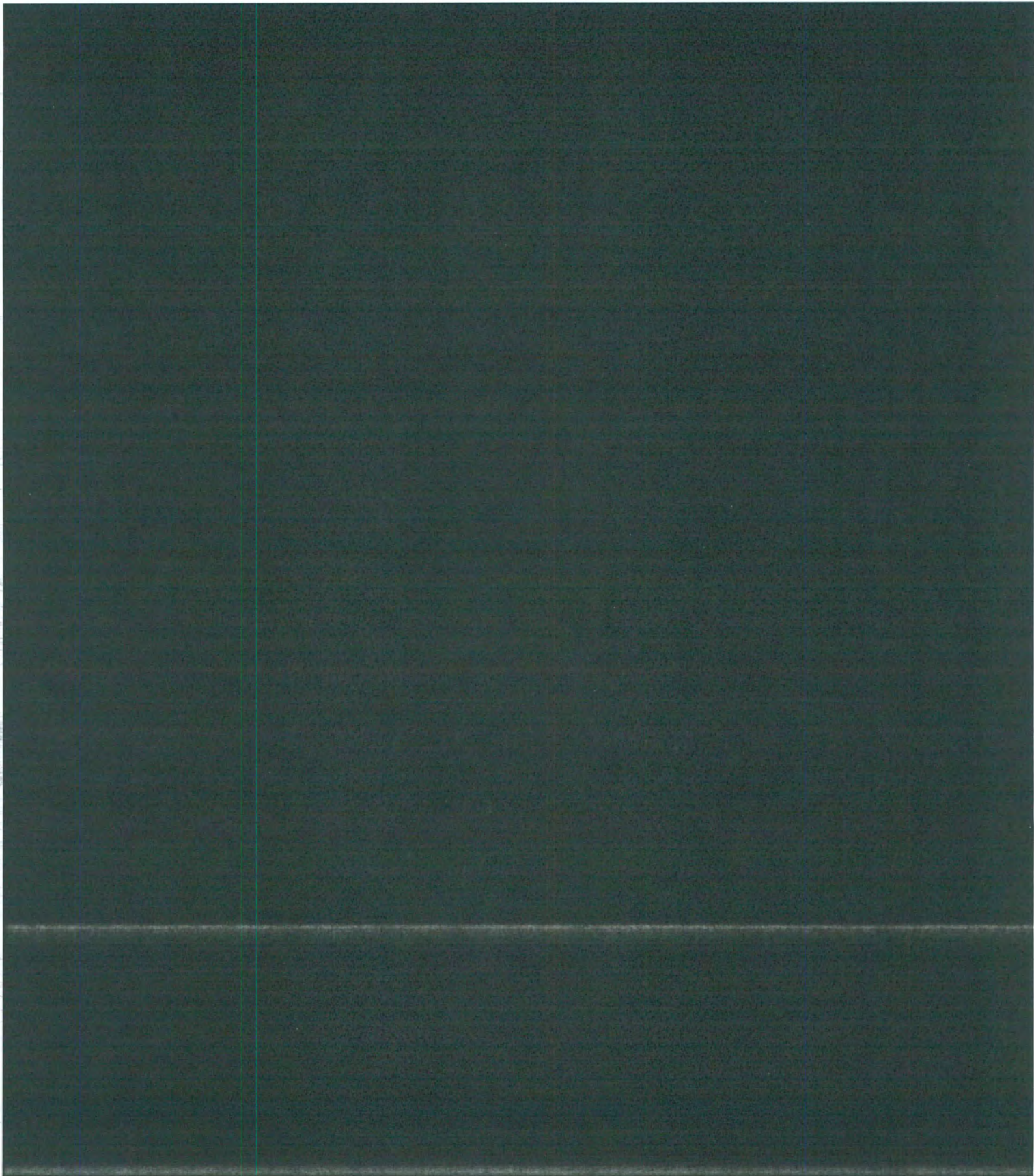




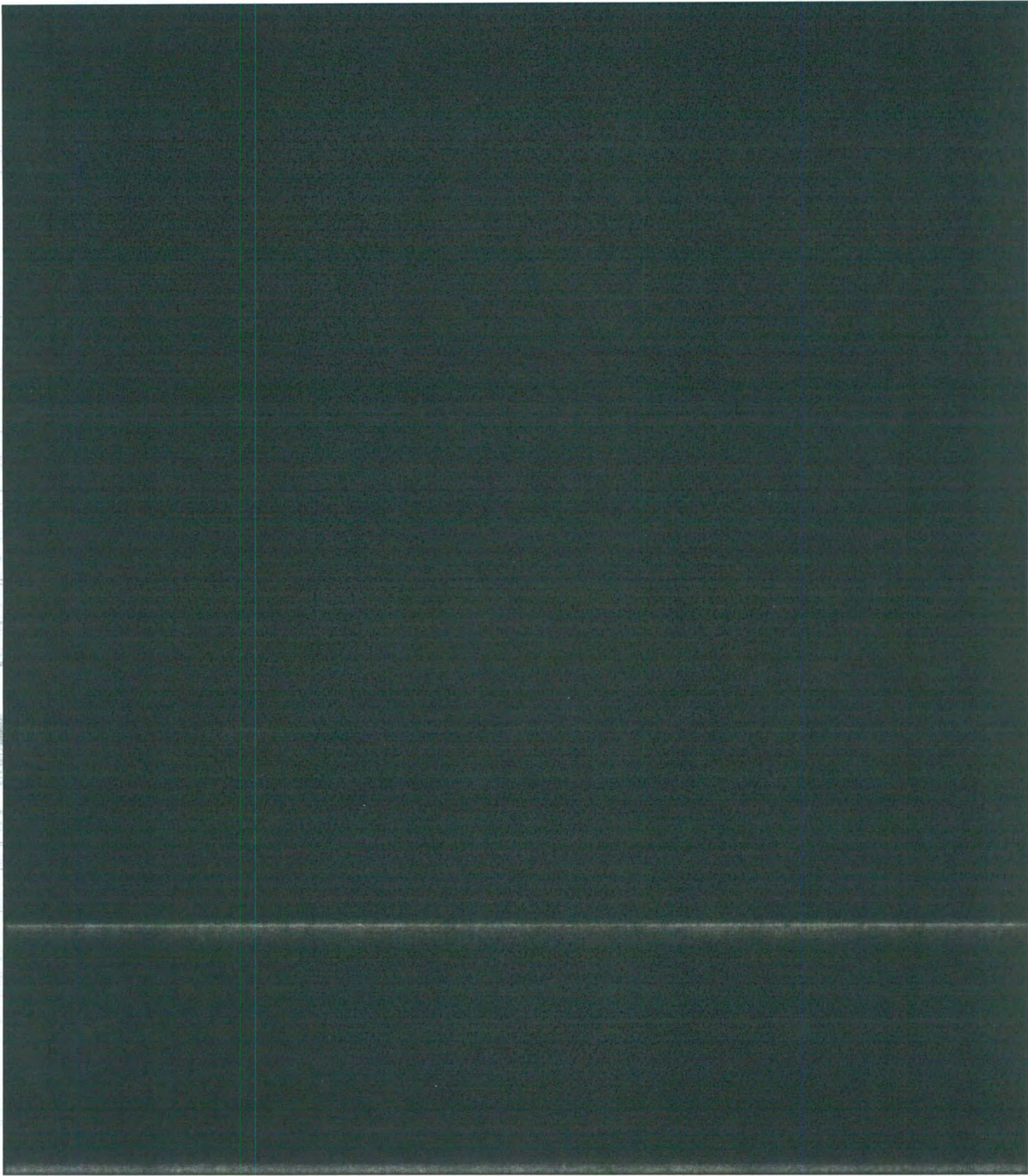


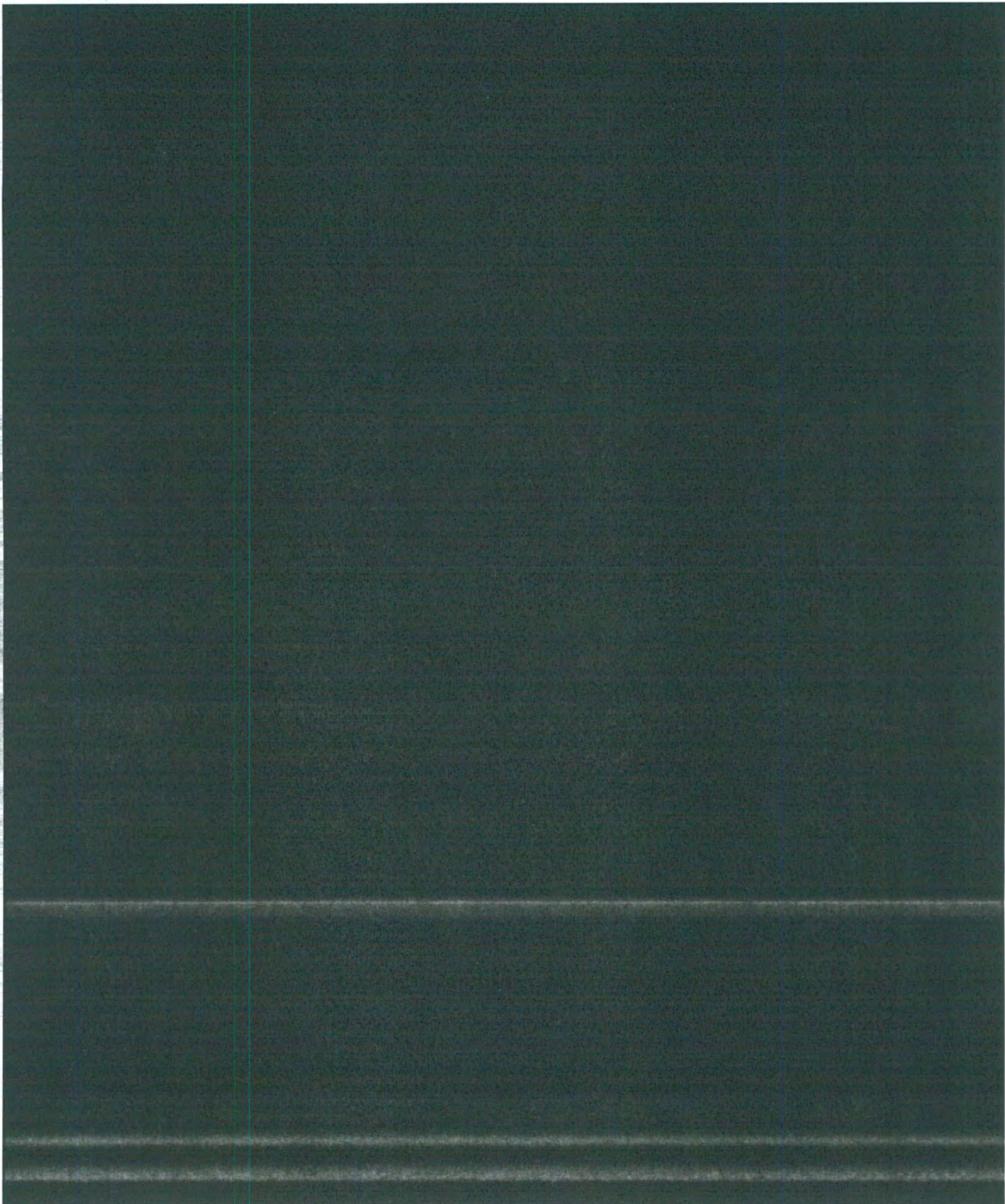


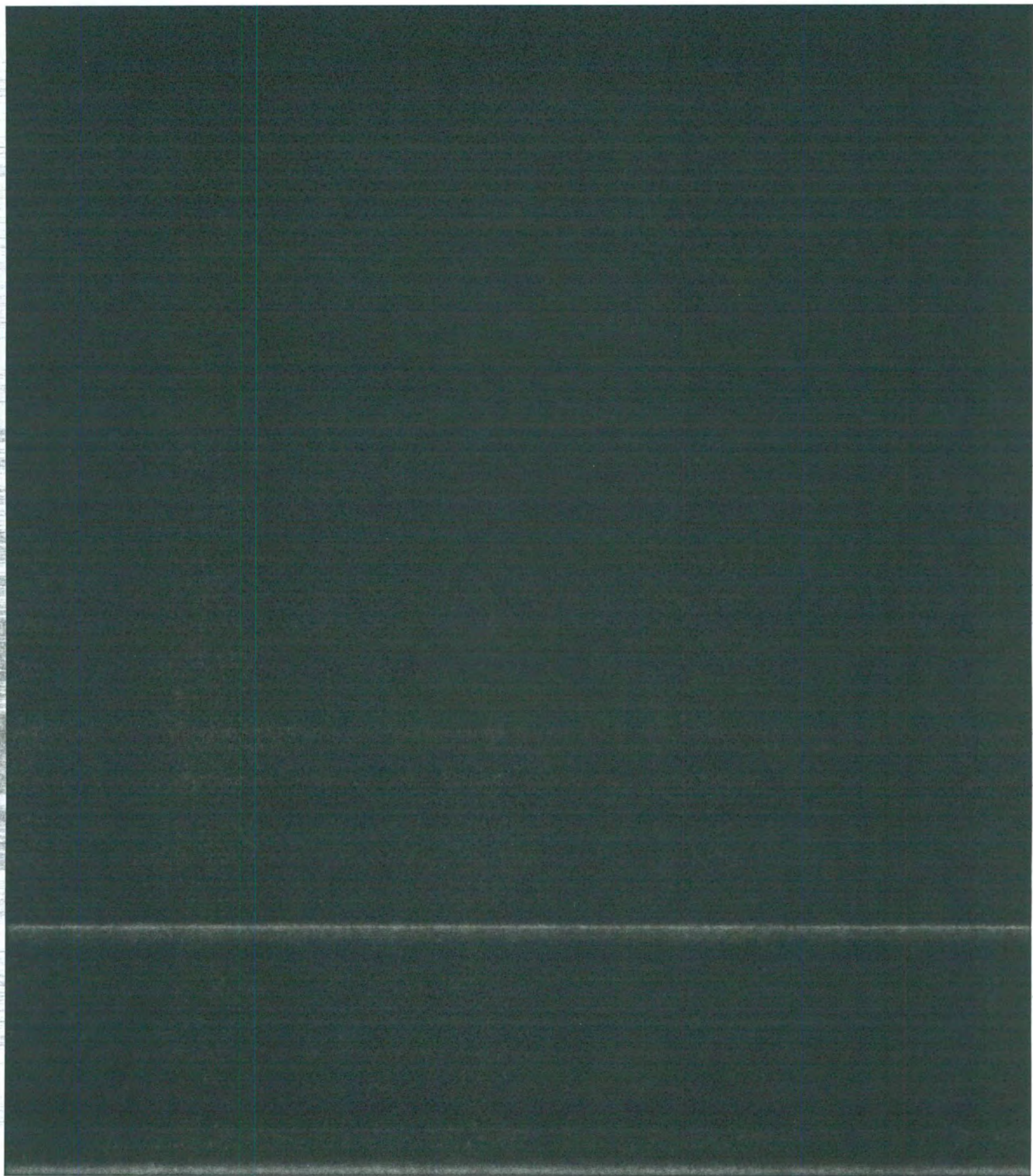




dun & bradstreet







# SIGNATURE PAGE

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**RFP ATTACHMENT G**

**SIGNATURE PAGE**

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent agrees to comply with the insurance and indemnification requirements and provisions with no alterations, revisions or changes.

If awarded a contract in response to this RFP, Respondent agrees to comply with all representations made by Respondent in Respondent's proposal and during proposal presentation & interview process, if any.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information Form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

Respondent shall comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Digital Markets, Inc. dba Vista Com

Respondent Entity Name

Signature: Russell Young

Printed Name: Russell Young

Title: President

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

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

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

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

# PROPOSAL CHECKLIST

**RFP ATTACHMENT H**  
**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	VC
General Firm Information	VC
Experience, Background & Qualifications RFP Attachment A	VC
Proposed Plan RFP Attachment A	VC
Fee Schedule RFP Attachment A	VC
Contracts Disclosure Form RFP Attachment B	VC
Litigation Disclosure Form RFP Attachment C	VC
SBEDA Forms * RFP Attachment D; and Associated Certificates, if applicable	VC
Local Preference Program (LPP) Identification Form RFP Attachment E	VC
Veteran-Owned Small Business Preference Program Identification Form RFP Attachment F	VC
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	VC
Financial Information	VC
Signature Page * RFP Attachment G	VC
Proposal Checklist RFP Attachment H	VC
One (1) original, eight (8) copies, and one (1) CD of entire proposal in PDF format	Vista Com submitted response electronically through portal

\* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1742861713200
File/Vendor Number:	068296
Approval Date:	12-SEP-2016
Scheduled Expiration Date:	12-SEP-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that  
**SAT RADIO COMMUNICATIONS, LTD.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 16-SEP-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

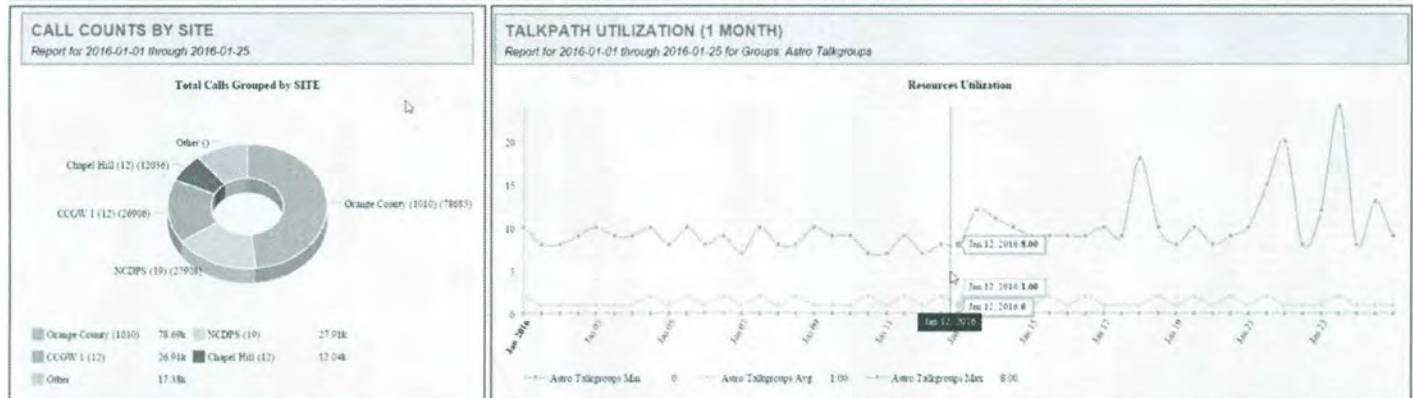
*Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

# NexLog Enhanced Reporting Package

The highly-flexible Enhanced Reporting option for NexLog recorders comes pre-loaded with standard reports, or you can easily build custom reports. Reports are delivered automatically to users at designated times, days and intervals. NexLog Enhanced Reports get actionable information to supervisors and directors when they need it, increasing awareness and potentially changing the outcomes of critical situations.

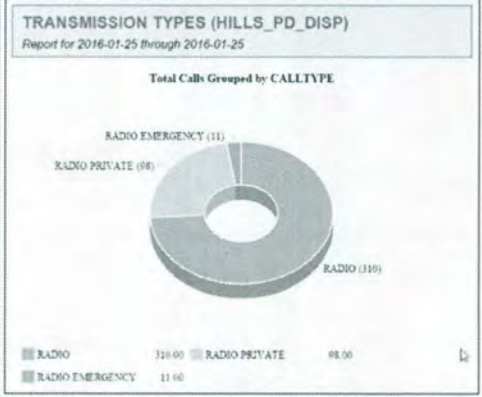
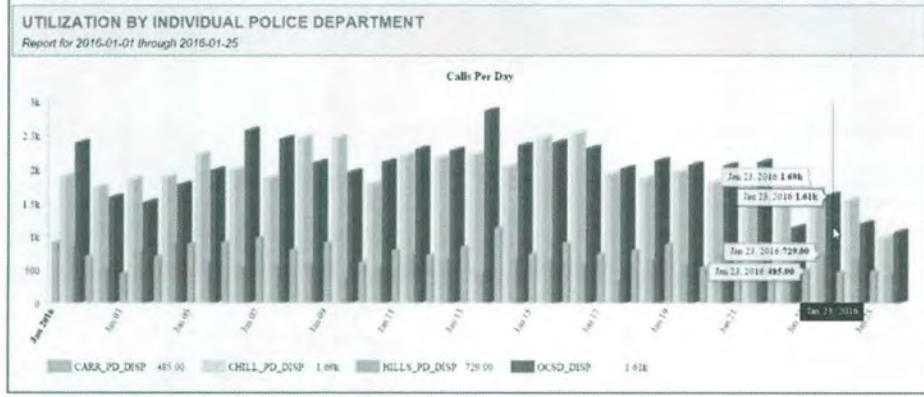
## Radio Report Examples



### TALKGROUP DETAIL (15 MIN)

Report for 2016-01-01 through 2016-01-01 00:15:00

TALKGROUP	RADIO_ID	STARTTIME	DURATION	PLAYBACK
CHILL_PD_DISP	z1s10p10 (1369990)	2016-01-01 12:02:43 AM EST	00:00:04	
CHILL_PD_DISP	ZCS1356314 (1356314)	2016-01-01 12:02:53 AM EST	00:00:02	
CHILL_PD_DISP	68CHPD14076M (1356042)	2016-01-01 12:02:56 AM EST	00:00:02	



### TRAFFIC SUMMARY (BY TALKGROUP)

Report for 2016-01-01 through 2016-01-25

TALKGROUP	NUMBER OF CALLS	TOTAL DURATION	AVERAGE DURATION
OCSO_DISP	50076	48:03:42	00:00:03
CHILL_PD_DISP	48807	39:08:55	00:00:02
OCEMS_VHF	12689	18:04:16	00:00:05
CARR_PD_DISP	18224	15:54:38	00:00:03
HILLS_PD_DISP	15213	13:24:30	00:00:03



HARRIS CORPORATION

221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
phone: 434-455-6403

[www.harris.com](http://www.harris.com)

July 27, 2016

Eventide  
Communications Division  
One Alsan Way  
Little Ferry, NJ 07643  
Attention: Brad Basile, Project Manager

Dear Brad,

Eventide recently visited Harris Corporation in Lynchburg, VA to test whether their voice recording equipment interfaces properly to Harris' P25<sup>IP</sup> trunked radio system. Interoperability tests were conducted with Harris' VIDA System Release SR10A.2. Eventide's NexLog Version 2.7.0 recorder was the device under test.

Specifically, tests showing that Eventide supported the SR10A.2 functionality for the full range of P25 Unit IDs as well as recording of GPS data were performed. Regression tests such as VNIC link protocol, basic call recording, call monitoring, handling of search parameters and call recording under heavily loaded conditions were run. In addition, tests to determine the proper handling of Over-the-air-rekeying (OTAR) were performed. The recorder was able to record and playback both unencrypted and encrypted calls from the P25 trunked radio system using both Phase 1 and Phase 2 traffic, and to accept and properly use new encryption keys when sent by the system.

As demonstrated in our facilities, the Eventide NexLog Logging Recorder product passed all of the above tests. This letter validates that the Eventide solution is validated for use on Harris SR10A.2 systems. No changes to the recording interface are anticipated for the SR10A.3 interface as well.

The tests were run in a laboratory environment and results may, of course, vary depending upon actual field conditions. Specifically, the reliability of the interfaces provided between the Harris voice server and the Eventide recorder can impact the overall recording reliability.

Sincerely,

Tom Burkett  
Product Manager  
Harris Corporation  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24551

*assured communications*<sup>TM</sup>

## NexLog Application Note

### Advanced IP Call Recording for Motorola ASTRO 25

Eventide NexLog recorders reliably record and archive calls and metadata on Motorola Astro 25 talk groups and conventional channels. Recordings are immediately available for replay, instant recall, incident reconstruction and export. The same NexLog recorder can also record 9-1-1/NG9-1-1 interactions, administrative phones and PC screens.

Recording capabilities:

- P25 TalkGroups, P25 Conventional Channels and Analog Conventional Channels.

Metadata Capture:

- TalkGroup Alias, Zone Alias & ID, Site Alias & ID, Emergency and OTA (for P25 trunked).
- Individual Alias & Unit ID (for P25 trunked and P25 conventional).
- Conventional Resource Alias (and Freq. Reference ID for conventional with freq. select).

Technical Details:

- IP audio and metadata are automatically recorded via connection to Motorola AIS/VPM.
- ASTRO System Releases 7.7 - 7.16 are supported. Licensing required (contact Eventide).

ASTRO System Validation:

- NexLog recorders have been validated at the Motorola Partner lab and staged at CCSI.

	<b>MOTOROLA SOLUTIONS</b>	Government & Public Safety
<h3>ASTRO System Test Certificate</h3>		
This is to witness that		
<b>Eventide</b>		
Conducted Validation testing of their		
NexLog740/840 Recording System		
Over the Motorola ASTRO P25 Release 7.16 Trunked Infrastructure		
<small>This test certificate does not represent any form of certification of the products tested or any warranty or guarantee from Motorola concerning the interfaces or products tested, but serves as confirmation that the Company's tests were duly conducted.</small>	<u>Details of Testing</u>	
	Test Dates: Infrastructure Version: Eventide Version: Tested At: Tested By: Test Plan Author: Test Results:	February 17, 2016 Release 7.16 2.5.7 Application Solutions Center, Schaumburg, IL Brad Seale, Project Manager Dwain Davis, Project Manager PASSED (On file at Eventide & Motorola Solutions)

**NICE** EVOLVE WFM



IS IT TIME FOR YOUR CONTACT CENTER TO

# EVOLVE BEYOND SPREADSHEET-BASED WORKFORCE MANAGEMENT?

IF YOU OPERATE A SMALL TO MID-SIZED CONTACT CENTER, YOU MAY THINK THAT ENTERPRISE-CLASS WORKFORCE MANAGEMENT TECHNOLOGY IS OUT OF REACH. WELL, NOT ANYMORE. INTRODUCING NICE EVOLVE WFM: THE NEXT EVOLUTION IN WORKFORCE MANAGEMENT SOFTWARE.

If you operate a small to mid-sized contact center, you may think that enterprise-class workforce management technology is out of reach. Well, not anymore. Introducing NICE EVOLVE WFM: the next evolution in workforce management software.

When it comes to managing your operation's most valuable (and expensive) resource, let's face it- spreadsheets are less than ideal. What you need is a set of sophisticated tools that are purpose-built to handle the complexities of the modern contact center environment in a simple manner.

NICE EVOLVE WFM will enable you to experience benefits associated with the world's most widely used workforce management solution without the long-term commitment, hardware investment, annual maintenance and upgrade hassles typically associated with enterprise-grade software. Additionally, training time is dramatically reduced with this solution as it has been designed from the ground up to be intuitive and require minimal training.

NICE EVOLVE WFM will continue to evolve as you use the product as NICE will continue to add new features and functionality seamlessly via our continuous delivery model.

**NICE**



## NICE EVOLVE WFM IS PLANNED TO PROVIDE THE FOLLOWING CAPABILITIES:



### Advanced Forecasting Algorithms

Increase accuracy using sophisticated time-series forecasting methods, "what-if" modeling and automated analysis and tracking



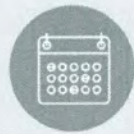
### Multi-skill and Multi-site Support

Generate forecasts at the enterprise level while locally managing agent schedules and performance across multiple locations



### Concurrent Schedule Optimization

Achieve greater staffing efficiency over manual schedule assignment methods by generating agent schedules concurrently



### Multi-criteria Schedule Assignment

Support for multiple assignment methods enables you to design work-rule parameters that meet the unique needs of your agents and your operation



### Intraday Performance Optimizer

Proactively manage your contact center's performance with configurable intraday dashboards, schedule management and real-time adherence tools



### Agent Workstation

Empower front-line supervisors agent resources with tools to self-manage schedule exceptions, overtime, voluntary time-off (VTO) and more



### True pure cloud solution

With no WFM software to be installed (or servers to maintain), you can minimize on-going IT support costs and focus on what matters.

## WITH NICE EVOLVE WFM YOU CAN:

- ✓ Produce accurate forecasts based upon your center's history volume of interactions
- ✓ Generate efficient schedules using your work-rule parameters
- ✓ Proactively optimize intraday schedules and performance
- ✓ Empower agents to self-manage schedule availability

IS IT TIME FOR YOUR CONTACT CENTER TO EVOLVE BEYOND SPREADSHEET-BASED WFM? IF SO, SCHEDULE A DEMONSTRATION AND LET US SHOW YOU THE NEXT EVOLUTION IN WORKFORCE MANAGEMENT SOFTWARE.

# NICE®

## ABOUT NICE

NICE (NASDAQ: NICE) is the worldwide leader of software solutions that deliver strategic insights by capturing and analyzing mass quantities of structured and unstructured data in real time from multiple sources, including, phone calls, mobile apps, emails, chat, social media, and video.

NICE's solutions enable organizations to take the Next-Best-Action to improve customer experience and business results, ensure compliance, fight financial crime, and safeguard people and assets. NICE solutions are used by over 25,000 organizations in more than 150 countries, including over 80 of the Fortune 100 companies. [www.nice.com](http://www.nice.com)

For the list of NICE trademarks, visit <http://www.nice.com/GlobalTrademarks>

GLOBAL INTERNATIONAL HQ, ISRAEL,  
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F +972 9 743 4282

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F +44 0 1489 771 665

AMERICAS, NORTH AMERICA,  
T +1 201 964 2600  
F +1 201 964 2610

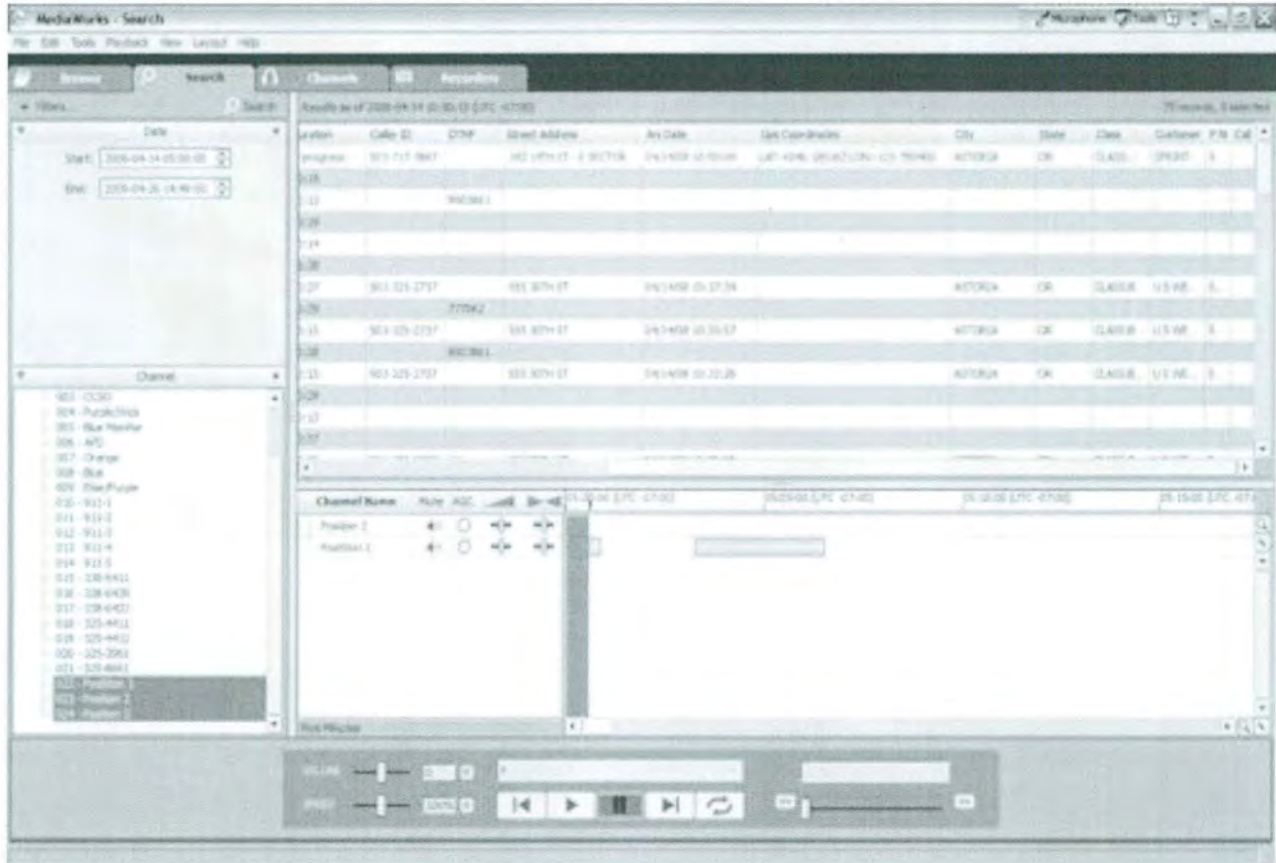
ASIA PACIFIC, SINGAPORE OFFICE  
T + 65 6222 5123  
F +65 6222 5459



nice.com

# Eventide®

## Eventide MediaWorks™ Client ANI/ALI CAD Interface For Eventide NexLog Series



- Sort calls with ANI/ALI CAD Metadata into the graphical time line display & Call List.
- Search between time/date ranges
- Search by time/date
- Search by call duration
- Search by caller name
- Search by caller class
- Search by address
- Search by CID & DTMF
- Search by GPS Coordinates
- Search by CAD incident number
- Search by any parameter captured from the CAD ANI/ALI Metadata

Eventide **MediaWorks PLUS™** software for **NexLog** recorders provides you with a comprehensive set of easy-to-use tools for search, replay, instant recall, incident reconstruction, export and much more.



### SECURE BROWSER-BASED ACCESS

Securely access assigned resources via networked PCs using Chrome, Firefox or Internet Explorer.

### MULTI-PARAMETER SEARCH

Finding recordings is quick and easy. Search by date/time, channel, resource and any metadata.

### GEO-FENCE SEARCH

Search via map for recordings that are tagged with latitude/longitude (such as wireless E911 calls).\*\*

### MULTI-CHANNEL GRAPHICAL TIME-LINE

Quickly view the timing of recordings across any number of channels, and replay from the time-line.

### FLEXIBLE PLAYBACK CAPABILITIES

Recordings may be replayed sequentially or mixed. Controls include pitch-corrected adjustable speed, loop, skip forward/back, playback AGC and more.

### WAVEFORM DISPLAYS

You can visually determine the locations of audio content and silence within important recordings.



### TEXT ANNOTATIONS

Multiple text annotations can be quickly added to recordings along the time-line, documenting the timing of important actions and events.



### METADATA DISPLAY ON THE CALL-VIEW GRID

Easily customize which metadata fields are presented on the call-view grid. Recordings may be sorted (ascending or descending) using any of the displayed metadata columns.

**CALL NOTES**

You can quickly create a note that summarizes the important events within each recording.

Start Time (Local)	Duration	Note
2014-02-21 00:58:17	00:13	Dispatch of Fire Crew to Runway 21
2014-02-21 00:58:47	00:14	Activated Mutual Aid Request

**INCIDENT TABS**

Incident-related recordings can be easily grouped together onto dedicated Incident Tabs. Incidents may be named, saved and recalled at a later date.



**REDACTION**

The built-in audio redaction tool empowers you to protect private information prior to export.



**REPLAY OF PC SCREEN RECORDINGS**

Use screen replay\* to review multimedia interactions, and to help evaluate staff performance.

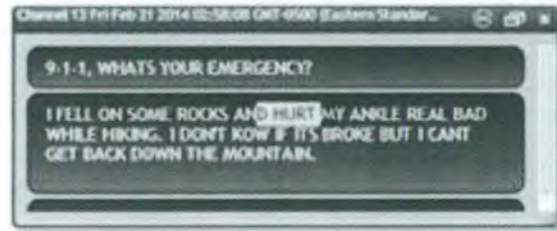
**VIEW CALL LOCATIONS ON A MAP**

For recordings tagged with latitude/longitude, you can view the caller's reported location on a map.\*\*



**TEXT MESSAGE REPLAY**

Recorded text interactions\* can be viewed and replayed (for TDD and SMS-to-911 via 45 Baud analog TTY; also for i3-standard NG911 MMS).

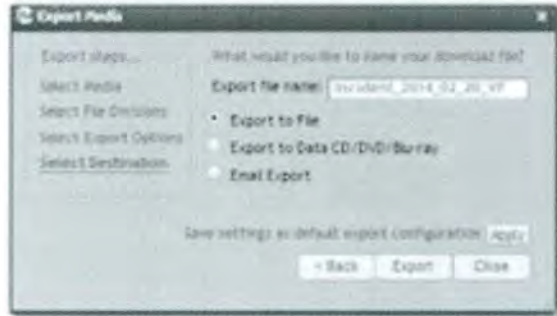


**TALKING DATE & TIME**

Spoken date & time can be enabled during replay, and may be incorporated within exported media.

**FLEXIBLE EXPORT AND EMAIL**

The menu-driven export tool lets you quickly make copies of complete incidents or individual calls. Send via email or export to USB, CD, DVD or Blu-ray.



**INSTANT RECALL**

The multi-channel Instant Recall tab helps call takers and dispatchers improve their accuracy and performance by quickly confirming what was said.

**LIVE MONITORING**

Multi-channel live monitoring allows you to conveniently listen to calls as they are occurring.

Channel Name	Channel	Live Monitor	Channel Status
9-1-1 Position 3	1	[Speaker Icon]	Recording
Dispatch South	2	[Speaker Icon]	Recording
EMS Talk Group	3	[Speaker Icon]	Idle

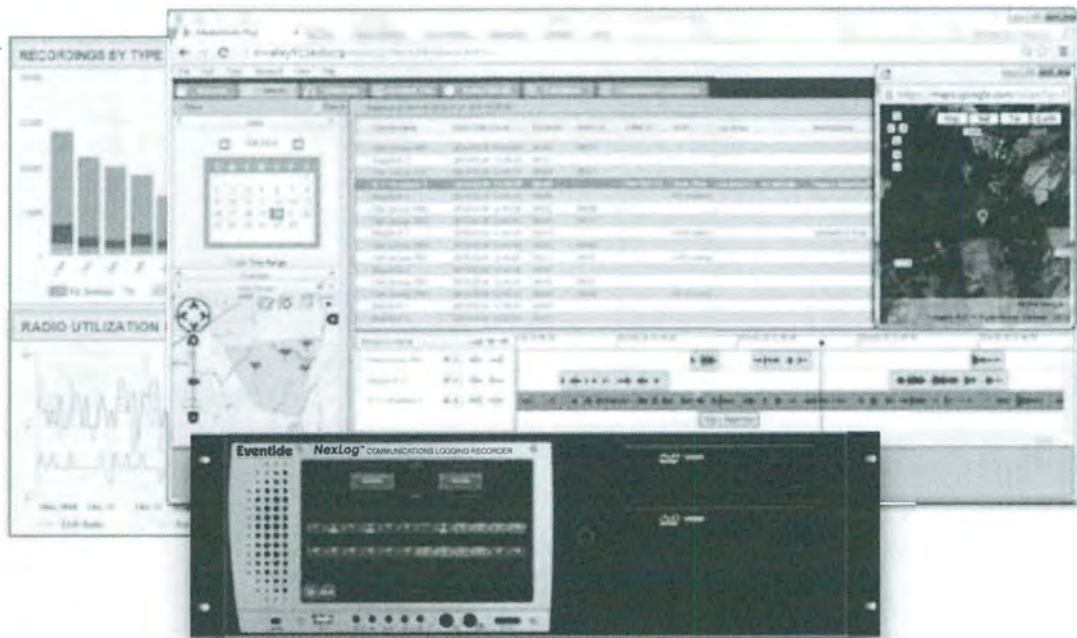
**EVALUATE CALLS WITH QUALITY FACTOR**

You can evaluate interactions via Eventide Quality Factor software\*, which appears on a separate tab.

**Eventide®**

# NexLog

COMMUNICATIONS RECORDERS



## Advanced Recording Solutions for Mission-Critical Communications

**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 • ED137**

# NexLog COMMUNICATIONS RECORDERS

Public safety, government, institutional and industrial customers at thousands of locations worldwide trust Eventide's mission-critical recording systems to securely and reliably record, protect and reconstruct their most important interactions and related data.

## ► NexLog Communications Recorders

NexLog systems are Linux-hardened recording platforms with multiple levels of redundancy, an embedded SQL database and up to 12 TeraBytes of internal storage. Archiving options include Blu-ray, DVD-RAM, USB, network attached storage (NAS) and auto-replication between recorders.

NexLog recorders feature multi-tier security, comprehensive user auditing and a web-based configuration management tool. NexLog systems include support for password policies, Active Directory authentication and SNMP.

**Next Generation 9-1-1** recording and logging options include support for the i3 SIPREC interface.

## NexLog 740



Channel capacity:  
Up to 96 Analog or  
Digital, 192 T1, 240 E1,  
240 VoIP, 240 P25/DMR  
Rack-mountable (3U)

## NexLog 840



Channel capacity:  
Up to 240 Analog or  
Digital, 240 T1, 240 E1,  
240 VoIP, 240 P25/DMR  
Rack-mountable (4U)

The innovative **NexLog Access Bridge** feature lets you link multiple NexLog communications recorders together for a unified search, replay and incident management experience.

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

MediaWorks PLUS software provides a complete set of tools for search, replay, instant recall, incident reconstruction, export and much more. MediaWorks Plus allows secure SSL access from Windows & Mac computers as well as Android & Apple iOS tablets & phones, using Chrome, Firefox, IE or Edge.

Features include multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop playback, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay, MP3 option, and show call locations on map\*.

MediaWorks PLUS software also provides a comprehensive set of **Incident Management Tools** including:

- Create new incident
- Add incident name
- Add description & notes
- Attach other media
- Word/Phrase search
- Redact audio content
- Split audio clips
- Merge audio clips
- Obfuscate audio
- Add audio annotations
- Add text annotations
- Protect calls
- Talking time & date
- Per-incident permissions
- Save the incident
- Export the incident
- Email the incident
- Burn to DVD/Blu-ray

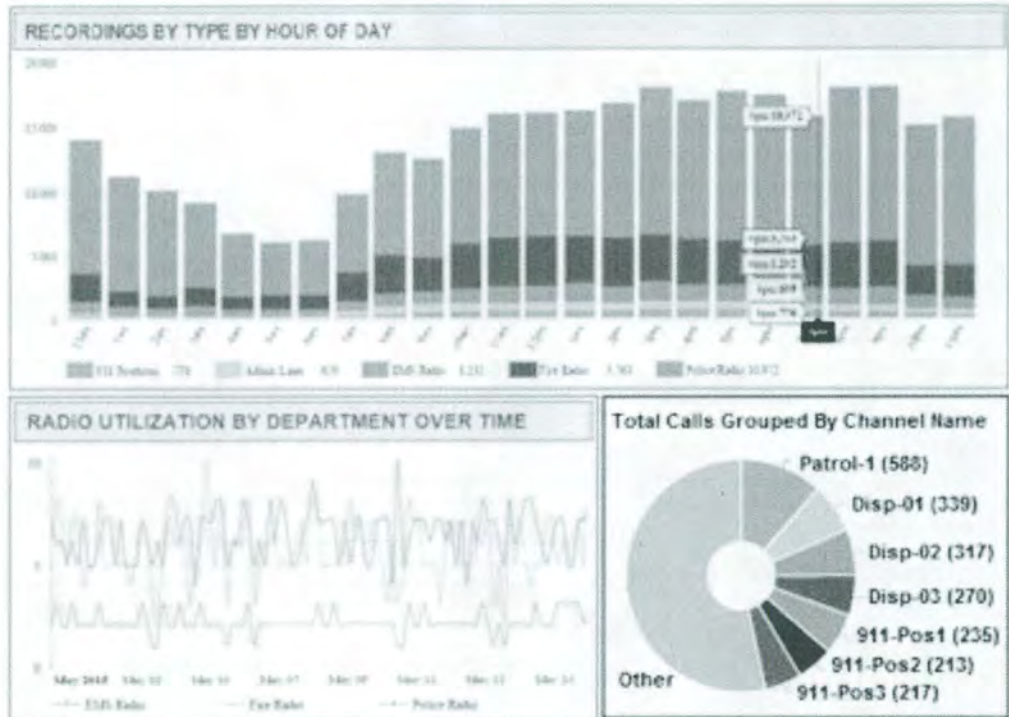


## ► Enhanced Reports Package

The highly-flexible Enhanced Reporting option is pre-loaded with standard reports, or you can easily build custom reports.

Reports are delivered automatically to users at designated times, days and intervals.

Enhanced Reports get actionable information to supervisors and directors when they need it, increasing awareness and potentially changing the outcomes of critical situations.



## ► Quality Factor Software: Quality Assessment and Reporting

Quality Factor software enables your QA team to efficiently measure performance trends and identify skills that need improvement.

The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs.

Quality Factor reports let you view quality improvement trends by agent and group.

Using Form "9-1-1 Call Handling" to evaluate group: Call Takers agent: V125

1	Did the agent properly greet the caller? (Initial Contact) :	<input type="radio"/> Yes <input type="radio"/> No
2	Did the agent verify the caller's telephone number? (Call Control) :	<input type="radio"/> Yes <input type="radio"/> No
3	VC Did the caller answer within 10 seconds? (Initial Contact) :	<input type="radio"/> Yes <input type="radio"/> No
4	Did the agent determine the caller's name and location?	<input type="radio"/> Yes <input type="radio"/> No
5	Did the agent quickly determine the severity of the caller's situation?	1 <input type="text"/> 5
Must comment here:		
6	Did the agent control the call from the start? (Call Control) :	<input type="radio"/> Yes <input type="radio"/> No
7	Did the agent speak clearly? (Speaking Skills)	1 <input type="text"/> 5
8	Did the agent show empathy for the caller's situation? (Empathy) :	1 <input type="text"/> 5 <input type="radio"/> N/A

Submit Evaluation Save as in Progress Discard

VOLUME:  MIXING: 0 calls + With Silence 2014-03-05 13:07:49

SPEED:

## ► Screen Recording: Enhance Your Quality Assessment Process

NexLog PC screen recording helps document the important activities (including multi-media interactions) that occur during call handling and dispatch, and allows supervisors to visually evaluate the accuracy each team member's usage of critical software applications such as CAD and EMD.

# NexLOG COMMUNICATIONS RECORDERS

## ► LCD Touch Screen

The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

## ► NexLog Recording Interfaces

### RADIO SYSTEMS:

Motorola ASTRO 25  
Motorola SmartNet  
Motorola SmartZone  
Motorola MotoTrbo  
Motorola MDC1200  
Harris VIDA P25iP SR10+  
ISSI for P25 Trunked  
EF Johnson ATLAS P25  
Tait P25 Trunked  
Tait DMR Tier III  
Tait DMR Tier II  
Tait MPT-IP  
Sepura/Flyde DMR III  
Sepura/Fylde MPT1327  
ICOM iDAS Conv.  
Kenwood NexEdge

### 9-1-1 SYSTEMS:

NG 9-1-1 (i3 SIPREC)  
West (Intrado) VIPER  
AirBus DS VESTA 4  
Zetron MAX Call Taking  
Zetron Series 3200  
Solacom Guardian  
Emergitech IP9-1-1  
Emergency Call Works  
TCS (microDATA)  
Contact closure option  
and more!

### DISPATCH SYSTEMS:

Zetron MAX Dispatch  
Zetron ACOM  
Zetron DCS-5020  
AVTEC Scout  
Motorola MCC7500  
Telex Radio Dispatch  
Telex IP-223 and IP-224  
Omnitronics RoIP  
Catalyst IP | Console  
Exelis/C4i SwitchPlus IP  
PENTA cPCx  
CTI RadioPro Dispatch  
Cisco IPICS  
CSS Mindshare  
and more!

### TELEPHONE SYSTEMS:

VoIP and SIP phones  
Digital telephones  
Analog telephones  
2 or 4-wire analog lines  
Analog & CAMA trunks  
T1, E1, and ISDN trunks  
SIP trunks

### ATM/ATC SYSTEMS:

ED137b-Part 4 (VoIP)  
2 or 4-wire analog  
T1 and E1 circuits

Visit [www.EventideCommunications.com](http://www.EventideCommunications.com) for full product information, specifications and the latest interoperability information.

## ► Air Traffic Management and ED-137

NexLog systems can record from all types of ATC/ATM audio sources, including controller working positions (CWP), VCCS, GRS, ambient audio, and telephones. NexLog systems support the ED-137b-Part 4 recording interface. Eventide is a participant in EUROCAE WG-67 and the EUROCONTROL VOTE group.

## ► Synchronized Replay for ATC/ATM

NexLog recorders can interface with Thales' airspace navigation systems for synchronized replay of audio and CWP scenarios. NexLog systems can also interface with Thruput Ltd. At-The-Glass screen recording solutions for synchronized replay of CWP screen and audio. In addition, NexLog API options are available for third-party replay synchronization projects.

## ► Redundancy

NexLog systems offer redundant power supplies, redundant disk drives and redundant archive drives, as well as redundant geo-diverse network archiving.

NexLog recorders are available in sets of multiple units for Active+Active redundant recording or for automatic replication between recorders.



© 2016 Eventide Inc. Specifications and features subject to change without notice. Some features listed are extra-cost options. Check with Eventide for hybrid (mixed-type) channel capacities, and for pre-sales review of digital telephone, LMR, VoIP telephone, and VoIP codec compatibility. \* View Location requires coordinates to be delivered to recorder (as typically provided for E911 Cellular calls); requires Google browser and access to Google Maps.

# Eventide®

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# NexLOG™ Product Suite

## Quality Factor™ Software

**Eventide®**

- ▶ How are your dispatchers and call takers performing?
- ▶ What training should you offer them?
- ▶ Who are your stars?
- ▶ Who needs to improve what in order to get that raise or promotion?

Eventide has developed Quality Factor software to help you answer those questions and more. Quality Factor software is a tool to help communications center managers evaluate and quantify the performance of dispatchers and call takers. With Quality Factor software, managers can easily measure performance trends and identify the skills needing improvement. Quality Factor software includes an Evaluation Form builder that lets you very quickly design forms that are specific to your center's needs. Rather than just having a general sense of a staff members' skills like communications, empathy, accuracy, conformance, and software tool usage, Quality Factor software allows you to breakdown a call or series of calls to identify and quantify call taker and dispatcher proficiency in each of these areas of performance.

Quality Factor reports help identify key performance results on an individual, shift, and center basis so that training can be focused on areas that need improvement. Quality Factor reports also provide analytical support data to bolster budgetary requests, and to address citizen and government quality/performance inquiries.

Evaluations are performed within *MediaWorks Express* software. Simply select a call (or calls), right-click, select Evaluate, and choose the desired form. The evaluation form (shown below) appears in a new tab.

### Key Features

- Flexible and easy-to-manage Call Evaluation and Reporting tool
- Evaluation forms are easily created and modified as needs change
- Automatic flagging of below-threshold scores
- Auto-fail capability based on quantity of flags
- Reports provide valuable insight into performance and skill competency
- Agents may review their own evaluations & calls
- Secure role-based user access
- Operates within Eventide MediaWorks Express browser-based software

Select the Agent to be evaluated

Score each question via a single click

Enter a text comment (if applicable)

Replay controls are provided for use during evaluation

The screenshot shows a web browser window with the 'MediaWorks Express' application. The 'Evaluation' tab is active, displaying a form for evaluating agent 'Harry F.'. The form consists of eight questions, each with a 'Yes' or 'No' radio button option. Question 4 includes a numerical score input field. A text area for comments is located below question 4. At the bottom of the form, there are buttons for 'Submit Evaluation', 'Save as my Process', and 'Cancel'. Below the form, a media player interface is visible, featuring a play button, a progress bar, and other standard playback controls.

## Reports - Quality Factor version 2.1 software

Eventide's *Quality Factor* version 2.1 software provides a comprehensive set of reports that allow you to view trends, compare agents' performance, view skill competency, and identify opportunities for training and improvement. *Quality Factor* version 2.1 software includes the following standard reports:

### **Evaluation Score Trends**

Provides graphical displays of evaluation scores over time for all agents, per agent, and per evaluator. Also displays flags per agent.

### **Intragroup Score Trends**

Provides graphical displays of evaluation scores over time for all agents in a single agent group, and per agent within the group.

### **Interform Score Trends**

Provides a graphical display of evaluation scores over time, between forms.

### **Skill Trends**

Provides a graphical comparison of evaluation scores by skill.



## Specifications - Quality Factor version 2.1 software

**Web browsers supported:** Chrome, Firefox, or Internet Explorer (IE8 or IE9). Adobe Flash is required.

**Recorder requirements:** NexLog Recorder software version 2.1, with *MediaWorks Express* software licensing and evaluation licenses for the desired quantity of Agents.

**Evaluation forms:** Each form has a single layer consisting of a set of user-defined questions. Each question is associated with a user-defined skill. Each question may have a "Not Applicable" (N/A) option.

**Answer Sets supported:** Select from multiple-choice answers (these are scored in proportion to the number of choices), 5-choice or 10-choice numeric ranges, or a free-form text tool (with no score value).

**Scoring system:** Each evaluation form normalizes to a maximum score of 100, and each question on a form has a user-defined relative scoring value. The form's minimum score (out of 100) to pass, and the number of flagged questions that trigger auto-fail are user-configurable. Auto-fail may also be set to trigger upon failure at an individual question. Refer to the *Quality Factor* software version 2.1 manual for details.

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Eventide Call Recorder References

Entity Name	Address and Contact Information	Products Purchased	Amount of Purchase	Call Volume Statistics	Install Date
American Airlines	4601 HWY 360, Fort Worth, TX 76155 Michael LaMacchia (305) 394-5393 r [REDACTED]	(8) Nexlog 740/840 Recorders 216 Analog, 48 Digital, 920 IP, Avtec Scout radios	\$360,000	Radio monthly call volume: 100,000 Phone monthly call volume: 150,000	The recorders were purchased overtime beginning in 2012-present
Fort Bend County Sheriff Office	1410 Williams Way, Richmond, TX 77469 Meghan Rivas (281) 341-4764 [REDACTED] ROY Lt. Andy Patti (281) 341-4676	(2) Nexlog 740 Recorders 48 Analog, 96 IP, ANI/ALI, Screen Recording, Motorola P25 radios, Quality Grading Software, NAS	\$141,000	Radio monthly call volume: 500,000 9-1-1 monthly call volume: 12,000	2/17/2016
Grand Prairie Police Department	1525 Arkansas Lane, Grand Prairie, TX 75052 Aubry Insko (972) 237-8733 ainsco@gptx.org	(3) Nexlog 740 Recorders 56 Analog, 168 IP, ANI/ALI, Motorola P25 radios	\$162,000	radio monthly call volume: 720,228 9-1-1 monthly call volume: 106,000	Main recorder 1/21/2016 EOC and Radio recorder 3/1/2016
Wichita Falls Police Department	610 Holliday St., Wichita Falls, TX 76301 Carla Turner (940) 720-5063 Derek Brown (940) 761-7444 [REDACTED]	(2) Nexlog 740 Recorders 48 Analog, 16 Digital, 80 IP, ANI/ALI, Cisco IP, Airbus TTY Integration, Harris VIDA P25 radios, NAS	\$100,000	Radio monthly call volume: 301,000 9-1-1/phones monthly call volume: 80,000	8/1/2015
Pandhandle Regional Planning Commission	415 SW 8th Ave, Amarillo, TX 79101 Mike Peters (806) 372-3381 [REDACTED]	(21) Nexlog 740 Recorders 80 West Intrado SIP, 152 analog, host/regional access bridge setup	\$200,531	The volume is for (2) host recorders: Host Recorder 1: 9-1-1 monthly: 6,240; radio monthly: 53,931 Host Recorder 2: 9-1-1 monthly 5,459; radio monthly: 125,679	2/17/2017

# VistaCOM



*Record. Interact. Optimize.*

## About Us

Vista Com is an authorized distributor, dealer, and service provider for industry leading operational recording solutions. We specialize in providing consultation, installation and support. We are authorized dealers of Eventide, Verint, CallCopy, and ForTheRecord call recording solutions as well as Clear2There digital video solutions. Our technicians are factory trained and available to ensure your products work as intended for years of reliable service.

Our company employees pride themselves in customer service. From sales to service we understand our customer needs first and strive to exceed expectations.

We stay abreast of technology and incorporate the best the industry has to offer in your solution. Our technicians work closely with our partners to ensure we are providing the best service for your application.

## Our Solutions

We provide solutions to analyze spoken and visual interaction within your environment. From contact center to public safety, we equip you with hardware and software than enable you to review and improve the customer experience and optimize your operation. Our engineers integrate recording hardware within your technology environment and provide you with intuitive software to review your recordings. Our solutions enable you to reconstruct events, analyze and then react to these events in a productive manner.

- **Contact Centers**
- **Court and Interrogation**
- **Compliance**
- **Service**

Our solutions are backed by industry leaders in voice recording and digital video. Vista Com provides expert consultation on the most economically productive solution that closely matches your business flow ensuring minimal disruption to your operations while improving your customer experience.

## Our Process

Vista Com believes in providing a strong pre-sale experience to ensure your solution is designed to surpass your call recording requirements. The key to a good integration is to determine the



need. Some customers want basic call recording that will enable them to easily retrieve call interactions with their company. Others want to be able to query this call data by caller ID, length of call, key words, etc.

Then others want to understand what their call center agents were viewing on their displays and software applications at the precise time a customer triggered some event. The key point is that a proper integration to accomplish the customer expectation must be met through a thorough understanding of how the solution will be used.

At Vista Com we employ a 5 step process that guides us through the customer solution. Each step is designed to interact with our customers to ensure the solution we are designing for you meets and exceeds your expectation. We wish for you to achieve the greatest value for your investment and not have to invest in a solution that you will not use or one that will under serve your organization.

## System Design

Once the key inputs are gathered we will begin designing a solution. Some examples of the key items we must know are:

- Type of phone trunks from your service provider to your PBX or phone system
- The type of PBX or phone system you have including the firmware revision level
- Where the system will be installed
- Archiving requirements, user access, security...



After we have the key inputs we can then design a solution. If the particular application is complex or unique we work very closely with our OEM 's and alliances. There are literally 1000 's of various scenarios that can be designed and by working as a team with our alliances we can quickly determine the best value for your application.

## Support

Vista Com service personnel are employees of the company. This is important to us. We want to control the customer experience that you receive and put our service personnel through training designed to help us maintain the quality that you expect. Each service employee maintains the factory training required of our key alliances. This is often a yearly certification process. Call recording companies that rely upon out-sourced service personnel may find it difficult to achieve the customer quality required and sometimes may be exposed to service personnel that may not be familiar with your solution or may not have the proper knowledge to quickly service the need.



### What you can expect from Vista Com:

- 24x7x365 toll free phone support—with warranty or maintenance plans, your solution will have access to our local service personnel any time.
- On site service to fit your schedule
- Training programs specifically designed for your application and your personnel
- Extended maintenance programs—ensure you trouble free operation should you ever have an issue, need new training, or just desire a comfort knowing your system has factory coverage

## Contact Us

Contact us and schedule a consultation. Vista Com sales personnel are trained to understand your recording needs and provide you with consultation and written quotes.

We often demonstrate the recording technology on-site at your locations. Give us a call to schedule a demo.



Phone: 281-516-9800  
Toll-free: 800-708-6423  
Fax: 281-516-7056

Primary Business Address:  
9824 Whithorn Drive  
Houston, TX 77095

Web: [www.vistacomtx.com](http://www.vistacomtx.com)



VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer of the equipment at the location designated, as provided in this Agreement. This Maintenance Contract is issued pursuant to the Services Master Agreement between [Client Name] ("Client") and VISTA COM ("Contractor"), effective [Click to select date] (the "Agreement"). This Maintenance Contract is subject to the terms and conditions contained below in this Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Maintenance Contract and the terms of this Agreement, shall govern and prevail.

Maintenance Contract

**1. Maintenance Contract to Perform Services to [Client Name]**

a. Date:	b. Maintenance Performed By:	c. Maintenance Performed For:
[Date]	VISTA COM 9824 Whithorn Drive Houston, TX 77095 (800) 708-6423	[Client Name] [Client Address] [City, ST ZIP Code] [Phone Number]

**2. Warranted Equipment**

a. Serial Number:  
b.

**3. Terms of Agreement**

- a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month XX Day XX Year 20XX.
- b. Maintenance Agreements Only (after 1st year warranty) – Periods after the initial product warranty are serviced through extended maintenance programs. Terms are subject to signed and agreed dates. Maintenance agreements will automatically renew for a like term for up to four additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term. The service fee for each term for (2) Warranted Equipment, due to aging and wear of the various products over time, shall be increased on a yearly basis.
- c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturer guidance. In the event of an issue creating a void in support due to the lack of industry components, Vista Com spares, or obsolete software, Vista Com will notify the customer immediately of the discovery of such issues as they arise. Vista Com at all times will exercise good faith attempt at resolving all issues.

**4. Charges for Services**

The Customer shall be billed annually by VISTA COM as prepaid on or before the date the Agreement is in effect, beginning with the date of execution of this Agreement. The Customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The Customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the Customer. VISTA COM may refuse to render any and all further services if the Customer is not current on all payments required under this Agreement. VISTA COM retains the right, at its sole discretion, to perform further work on a CASH basis to be paid in advance of the work performed.

**5. Service by VISTA COM**

While this Agreement is in force and effect, VISTA COM will perform the following services.

- a. 24 hours, 365 days per year, 1-800-Technical support line (typical office hours 8-5, M-F)
- b. All replacement parts and labor

VISTA COM agrees to maintain the above described Warranted Equipment in good working condition during the term of the Agreement. There will be no charge to the Customer by VISTA COM for parts, labor or technical support except as provided in this Agreement.

## 6. Exclusions

The maintenance / service Agreement does not extend to any equipment or software that has been:

- a. Subjected to misuse, neglect or abuse;
- b. Repaired, altered or installed by anyone other than a designee of VISTA COM for the duration of the contract; or
- c. Request other than email (support@vistacomtx.com), web form, or service line (1-800-708-6423, option 4) are not considered service events.
- d. Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the Customer at VISTA COM's then-prevailing rates for similar service or equipment to be determined on the date which VISTA COM performs the repairs.
- e. Any adds/moves/or changes to original configuration

Where service events are excluded from warranty or maintenance due to the reasons above, the customer shall pay the greater of \$225 or the then-prevailing rates for similar service or equipment, minimum \$450 per event.

## 7. Remote Diagnostics

Customer agrees to provide a method for Vista Com service personnel to access the recording equipment remotely in order to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods:

- a. VPN Tunnel – customer will allow Vista Com support technicians access to the recording equipment by virtual private network;
- b. Internet Access – customer will provide access to the recorder via an Internet connection;
- c. Supervised, Non-Supervised – at the customer's discretion, the linkage to Vista Com service personnel can be connected at time of need as opposed to full time.

## 8. Service Level Agreement

Vista Com will respond to service events depending upon service level need.

**Service Level 1:** A production Product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

**Service Level 2:** Important Product features do not function in accordance with the Documentation (e.g., unable to playback).

**Service Level 3:** Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.

**Response Time:**

Maintenance	Service Level	Response
Hours of Coverage	Service Level 1	24/7, 365
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM (Central Time)
Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite Timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days

Non-emergency, on-site service outside of 8:00am-5:00pm CT Monday through Friday, after hours, weekends, or Vista Com observed holidays are outside the scope of this contract for non-emergency services (i.e., training, software upgrades, and client software issues).

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice. Holidays typically observed by Vista Com include:

New Year's Day	President's Day	Independence Day	Thanksgiving (2)
Martin Luther King Jr. Day	Memorial Day	Labor Day	Christmas (2)



Depending on specific days on which holidays fall Christmas Eve, New Year's Eve or the day after Christmas, day after New Year's may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site Support Services for, or arrange for the support of the Product in accordance with this plan.

### 9. Jurisdiction and Governing Law

This Agreement shall be governed and construed by the laws of Texas. Each party hereby irrevocably submits to the exclusive subject matter and personal jurisdiction of the state and federal courts of Texas for the purposes of any proceedings arising out of this Agreement. Each party hereby irrevocably submits to exclusive venue in Harris County, Texas or the United States Federal District Courts for Southern District of Texas – Houston Division. Each party hereby irrevocably submits to service of process by Certified Mail, Return Receipt Requested.

### 10. Entire Agreement

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transaction contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly rescinded, withdrawn and canceled, and Customer agrees that it will not and has not relied upon any prior written or verbal representations of any principal, officer, employee, agent or representative of VISTA COM. Customer further warrants and represents the he is relying on his own judgment and Customer has reviewed this entire Agreement in detail and has satisfied itself as to the content and legal consequences of this Agreement. In the event of any conflict between this Agreement and any of the exhibits attached hereto, if any, the terms of this Agreement shall govern.

### 11. Amendment

[Client Name]		VISTA COM	
Signed:		Signed:	
Printed Name:		Printed Name:	Russell Young
Title:		Title:	President
Date:		Date:	

This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer. **IN WITNESS WHEREOF**, the parties hereto have caused this Maintenance Contract to be effective as of the day, month and year first written above.

Maintenance Contract