

Project Name: dms3 - Elections Bundle
Contact: Laurretta Mason
Em: lmason@co.panola.tx.us
Ph: (903) 693-0370
 Panola County Elections
 110 S. Sycamore
 Room 100
 Carthage, TX 75633

VistaSG Tax ID# 20-2204925
QuoteID: dms3panolacounty08262020
Quote PM: CS_CS
Quote Date: August 26, 2020
Quote Expires: September 30, 2020

Licenses	QTY/HRS	Unit Price	Total Due
Initial Subscription (registration and placement of licenses)			
dms3 Initial subscription and install to location of the 2 dms3 licenses*	1	\$2,200.00	\$2,200.00
File Import, Migration, and Indexing Custom Tool	1	\$1,500.00	\$1,500.00
DPS Sweep License	1	\$1,100.00	\$1,100.00
dms3 Data Backup Pro License	1	\$1,250.00	\$1,250.00
Total Licenses			\$6,050.00
Custom Development			
Conversion of approximately #16,000 voters indexing data (Fixed rate under 100,000)	16000	\$0.025	\$400.00
Total Licenses			\$400.00
Professional Services- dms3, Import Tool, Retention, DPS Sweep, BackUp			
Professional Services			
dms3 Business Analysis, Installation, Configuration, QA, Testing, Project Management, & Training	1	\$1,500.00	\$1,500.00
Image Import, Migration, and Indexing Custom Tool Installation, Configuration, Scheduling, Testing	1	\$750.00	\$750.00
DPS Sweep License Installation, Configuration, Scheduling, Testing	1	\$950.00	\$950.00
Data Backup Installation, Configuration, Scheduling, Testing	1	\$750.00	\$750.00
Total Professional Services			\$3,950.00
Subscriptions (includes maintenance & support with enhancements)			
Subscription for dms3 includes Maintenance & Enhancements at no additional costs*	1	\$1,700.00	\$1,700.00
Subscription for Image Import, Migration, and Indexing License*	1	\$750.00	\$750.00
Subscription for DPS Sweep License*	1	\$500.00	\$500.00
Subscription for Data Backup Pro License after first year, one year from initial install*	1	\$750.00	\$750.00
Total Subscription (including maintenance & support)			\$3,700.00
Total Project			\$14,100.00

Client: LeeAnn Jones - LeeAnn Jones
 Print Name / Signature

VistaSG: Michael Hundley, Chief Executive Officer
 Print Name / Signature

Date: 9-29-2020

Date: 8/26/2020

Scope of Work & Expectations

- Licenses:** Licenses assigned, keys registered, and VistaSG with client determines location for install. Once determined, VistaSG will evaluate resource & security feasibility prior to install.
- Hardware:** This order includes hardware services. Warranty purchases are available through Epson or the Distributor(s), and will be discussed at a later time per the client. Installation is not included in this order at the client's request.
- Services:** Business analysis begins to insure the application(s) will perform as desired. The management of the project begins, which includes production, configuration, performance and communications oversight to meet the standards set by VistaSG and the Client.
- Training:** Once installation, configuration and both internal as well as user testing is completed, training will be scheduled by both parties on the first available date. Training will be done virtually except with parties of 5 or more. Cancellation by Clients will require \$150. rescheduling fee unless 72 hours of advance notice is provided by the client to VistaSG in writing. NO EXCEPTIONS.
- Support:** Once the installation, configurations and testing is completed, the subscriptions will be "live". The project is completed. Training and go live dates are not the determination of completed.

NOTE: Back-Up Protection Services include a ONE YEAR full data protection program, scheduled back-up of your data on a housed drive provided by Vista Solution Group as well as on a cloud account assigned to the client. Subscriber does not relinquish control, ownership nor does the subscriber share ownership of their data. Subscription rolls over annually unless the client opts out via 30 days notice to Vista Solutions Group prior to expiration of the one year of service.

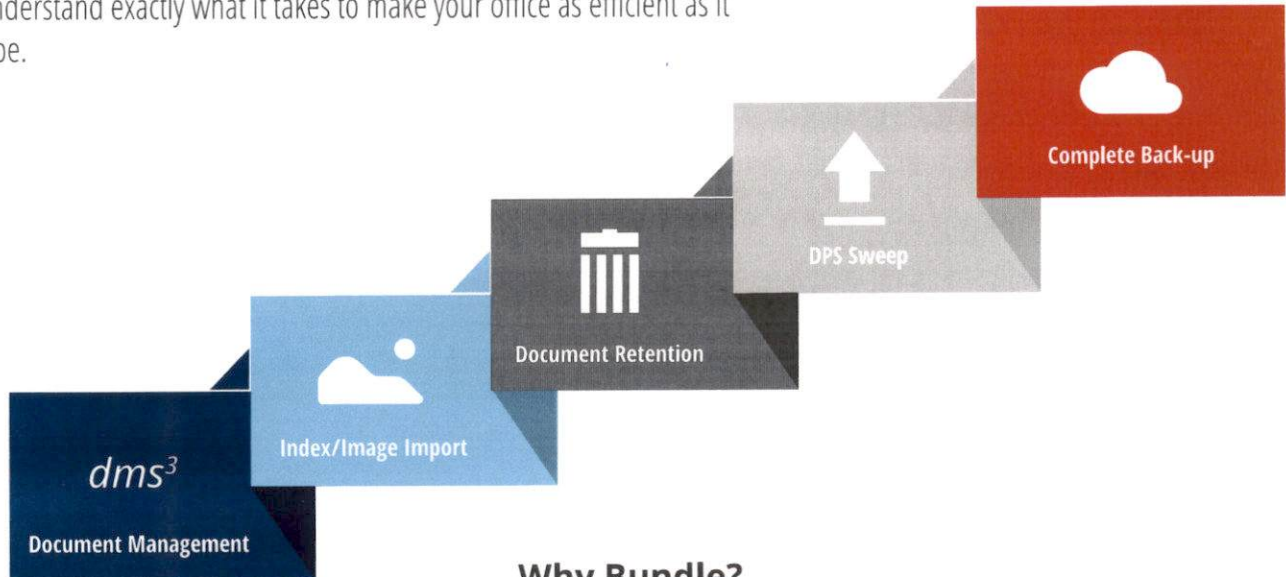
Requirements:

- Quotation must be signed to begin the project, and invoicing for Licenses, Hardware, Services and Annual Support & Maintenance will be completed and the amount due at that time of Grant Funding.
- Client understands and fully agrees the fees are to set up and use the software on a go forward and then annual basis for a minimum of 3 full calendar years. Client further understands that the Subscription includes Annual Support and Maintenance is to ensure the performance of the software itself and will correct any issues related to the performance of the software in and itself. Performance issues due to client environmental factors, such as anti-virus matters or changes to entitlements on the network, or changes to the location of the application and its supporting files, changes to any configurations, or any interference by client, their staff or another 3rd party (ie, IT Consultants, Antivirus, Software updates other than VistaSG) without VistaSG's advanced knowledge, input, and assistance is NOT considered maintenance and support and will NOT be covered. Client understands and agrees to payment of professional services at the rate of \$150/per hour with a minimum of 2 hours each instance if any issues that are not resulting from the software itself. The Client understands and agrees that any breach to the software, or files from this such as a virus to the software and systems is not the responsibility of VistaSG. In no way will VistaSG be responsible for these breaches and that work performed is custom as the application is not internet based and so corruptions can only occur from outside sources.
- All services are provided remotely. Should travel be required, a separate Change Order for travel costs will be provided to client and must be signed prior and will be payable to VistaSG. This is based on IRS guidelines to cover preparatory, resource, travel, hotel, meals, and other related expenses, plus the cost of time at \$150/hour per person engaged for the time to and from, as well as any overnight time, capped at 16 hours per day. Minimums will apply and a quote can be provided in advance of the training and must be approved by the client to be scheduled.
- VistaSG will provide an associate to be responsible for performance of VistaSG staff, monitor quality of services, ensure deliverables are completed in accordance with project requirements, and provide relevant status reports to the VistaSG project manager.
- Client understands and fully agrees to make available all resources necessary by VistaSG for assistance during installations, problem resolutions, and training. Clients failure to make these provisions will result in professional services charges since without these provisions VistaSG cannot identify, correct or remediate with any level of reliability or guarantees or warrant any work. See Item 2 of Requirements above.
- Client understands and fully agrees that if the project is cancelled prior to completion, a notice of termination in writing to VistaSG is required, at which time full payment for any licenses delivered and any or all work performed to date, as well as reimbursement for any travel-related costs, and expenses associated with the project will be due. Upon payment VistaSG will then remove the software and wipe clean the use of the space allocated.
- Client understands and fully agrees that they responsible for the host environment including all required licenses, hardware, network and third party software components and configuration as the application is not web-hosted or cloud based.
- Client understands and fully agrees that any of the client, or 3rd party environmental or network-related issues are and will not be supported by VistaSG. See Item 2,5 & 7 of Requirements above.
- Invoicing will be due as follows: Licenses is 100% due upon signature and first year's support is due upon installation and completion of the configurations of the software into the client environment. Client understands and agrees that any outstanding balances and payments are due and payable immediately upon completion of the project unless otherwise agreed to in writing by both parties. The client understands and agrees that their decision to schedule training, or go live is not a determination of when a payment is due, in any way whatsoever. The client understands and agrees that they will be receiving the product and it's sources on their environment, and further agrees that this is the acceptance of our products and services in its entirety, of which payment will be made by client. Additionally client also agrees that work performed is on the basis of time and materials and in no event shall the client be released from obligation for these payments due regardless.
- *Subscriptions include enhancements at no additional charges, as well as Support and Maintenance (See Item 2 & 5 of Requirements) for a minimum period of 3 full calendar years. Client understands and agrees that 100% due upon final completion of project will be honored, and also understands and agrees to annual use and billing for use of the software thereafter. Cancellations must be submitted to VistaSG no less than 60 days prior to the annual billing as keys are delivered in advance of the annual due date. No prorations or refunds. Client further understands and agrees to increases to the annual subscriptions and will be based on inflation and at the discretion of the company, but will be no less than CPI + 2% and no more than + 3% as the measure to keep pace with inflation plus may include any use of licenses within the software that the customer will be made aware of prior to installation, if any.
- VistaSG warrants the performance of their software, and not the client environmental issues or limitations. VistaSG agrees to perform all services in good faith and with the intention of maximized client satisfaction. On the other hand, should any conflicts that arise that cannot be settled and both parties, Client and VistaSG, agree to mediation at each's own expense. Further reconciliation will be subjected to the laws of the Client residing State, again of which both parties agree they will be responsible for their own legal fees. Thank you for your business and trust in VistaSG!

Elections Suite (See Reverse Side for Federal Funding Available for Your County)

A Complete Solution to Digitize

The VistaSG Elections Suite gives you everything you need to Digitize, Automate, and Protect your office quickly and easily. While dms3 alone can benefit you in many ways, it becomes even more valuable when you pair it with Index/Image Import, Retention, DPS Sweep, and of course Back-up Protection to make sure all of your files and data are secure and protected. By working with Election Offices over the years, we have come to understand exactly what it takes to make your office as efficient as it can be.



Why Bundle?

Bundling these solutions allows you to get the most value out of dms3, while also saving you money. Rather than adding on a little bit at a time, you can actually save money and time by electing to bundle with the Elections Suite. Keeping your data and files in a document management system that is backed-up is the best way to avoid loss in the event of cyber-security threats or even natural disasters. If you have funds from grants that you need to use or lose, our Elections Suite is the most efficient and effective way to get what you need now!

Let us make your work life easier, and more secure...affordably!

A Guide to Texas HAVA and CARES Act Funds

About HAVA CARES Act Funds

The HAVA CARES Act Funds are made available in response to COVID-19's impact on federal elections. The funds can be used to improve one or more of the following areas: voting process, staffing, security training, communications, or supplies.

About HAVA Security Grant Funds

The HAVA Elections Security Grant Funds are made available in response to election security needs. The funds can be used to improve one or more of the following areas: voting equipment, election auditing, voter registration systems, cyber security, or communications. Counties must have completed their security assessment to receive grant awards.

Steps That Have Been Used to Receive Funds:

STEP 1: Print out application, pre-fill, and schedule a meeting with the County Judge to review.

STEP 2: Get on the next Agenda meeting. Use sample wording provided by the SOS, "*Consider and Possibly Approve a resolution regarding the 2020 Help America Vote Act (HAVA) Cares Act Sub-Grant and the HAVA Election Security Sub-Grant.*"

STEP 3: Judge will receive authorization to sign award agreement if granted.

STEP 4: Proof of purchase must be submitted to verify the use of the funds.

Clients of VistaSG have been able to secure funds to help Digitize, Automate, and Protect their offices with dms3, automation tools, and back-up protection.

Helpful Tips!

- ★ Search your email box for an email from dse@docuSign.com. This will have the application and original grant information.
- ★ If you are unable to locate the original email mentioned above, contact EFMAdmin@sos.texas.gov
- ★ If you do not know your 3 digit mail code, use your County Treasurer as a resource! Do not use your county zip code as your mail code.
- ★ For further assistance filling out the grant applications, contact Mary Eliassen @ Meliasen@sos.texas.gov or 512-463-5966

Let us make your work life easier, and more secure...affordably!