

Requesting to be paid out of County Records Maint. Budget.



Quotation

To: **Donece Gregory**
 Tyler County Clerk
 116 S. Charlton
 Woodville, Texas 75979

Quote: Tylerdms08117
 Date: August 1, 2017
 Expiration: September 1, 2017

Project: dms3 New Client Installation with back up

Item	QTY	Unit Price	Total
MileStone 1			
Software Initial Licenses			
dms3 license	6	750.00	\$4,500.00
Back Up Protection - First year waived	1	250.00	\$0.00
TOTAL			\$4,500.00
MileStone 2			
Software Installation			
dms3 Installation, configuration, testing, Quality Assurance	1	1,750.00	\$1,750.00
Back Up Protection Installation, Scheduling	1	50.00	\$50.00
Training	1	900.00	\$900.00
TOTAL			\$2,700.00
MileStone 3			
Annual Subscription*			
Software License, Support, Maintenance, Updates, Customer Services	1	3,250.00	\$3,250.00
Back Up Protection Maintenance	1	250.00	\$250.00
TOTAL Annual			\$3,500.00
TOTAL Due For Project			\$10,450.00

Acceptance

Client:	Print Name / Signature	Date
VistaSG:	Print Name / Signature	Date

Scope of Work

Delivery, installation, and configuration of dms3, BackUp Protection, Training as well as shipping, delivery, and installation in the client environment.
 Establish annual scheduled programs for all Software Services

Agreement

1. Quotation must be delivered by VistaSG (company) to and also signed as well as accompanied with payment for Milestone's in advance of their services being rendered (to client).
2. Balances for Milestones will be invoiced as items are due and or completed.
3. Delivery will be scheduled for the first available date at which company and client resources are jointly available.
4. The software licenses are annual subscriptions for which payment is made annually for use without services or install fees. A product key is provided to client upon payment, which is in advance of use. Failure to pay may result in termination of service and stored images on the cloud may not be accessible at which time client must call the company.
5. No warranty for the software is made since configurations and changes can be enacted by client, or any 3rd party to the software. However, any changes without assistance from company will not be covered under annual support and maintenance. Thus, work outside the scope of the defined project or installation is billable at \$150/hour.
6. All services are remote. Should travel be required, a Change Order for costs will be submitted to client for approval. Costs are based on IRS guidelines.
7. VistaSG will be responsible for performance of VistaSG staff, communications, quality of services, and completion in accordance with project requirements.
8. Client will make available all resources requested by VistaSG for assistance during installations and problem resolutions.
9. Either party may terminate this agreement with 90 days notice in writing. Full payment for all licenses installed as well as any work performed, travel or other costs associated to that date, client agrees to submit payment within 10 business days. Upon this payment VistaSG will then remove the software and wipe clean the use of the space allocated.
10. Client is responsible for the host environment including all required licenses, hardware, network and third party software components and configuration.
11. Environmental or network related issues will not be supported by VistaSG unless client agrees to \$150/hr plus expenses for which a quote may or may not be provided.
12. Milestones are billed as follows. Milestone 1 is 100% due upon Signed Agreement prior to delivery of software. Milestone 2 is due upon installation and completion of set up. Milestone 3 is due upon the completion for use as determined by VistaSG. Once installed, set up, configured and trained, the client will begin the subscription for support.
13. *Annual Subscription for Use, Support and Maintenance will be billed annually, is 100% due for first year and each year following 1 calendar year from completion of installation.
14. Any disputes that may arise should be resolved between parties. If not, the parties agree to mediation at their own expense. Jurisdiction is the State of Texas, Travis County.

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