

Statement of Work/Payment and Fee Schedule

for The City of San Antonio

June 16, 2017

SOW Version 4.0

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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.

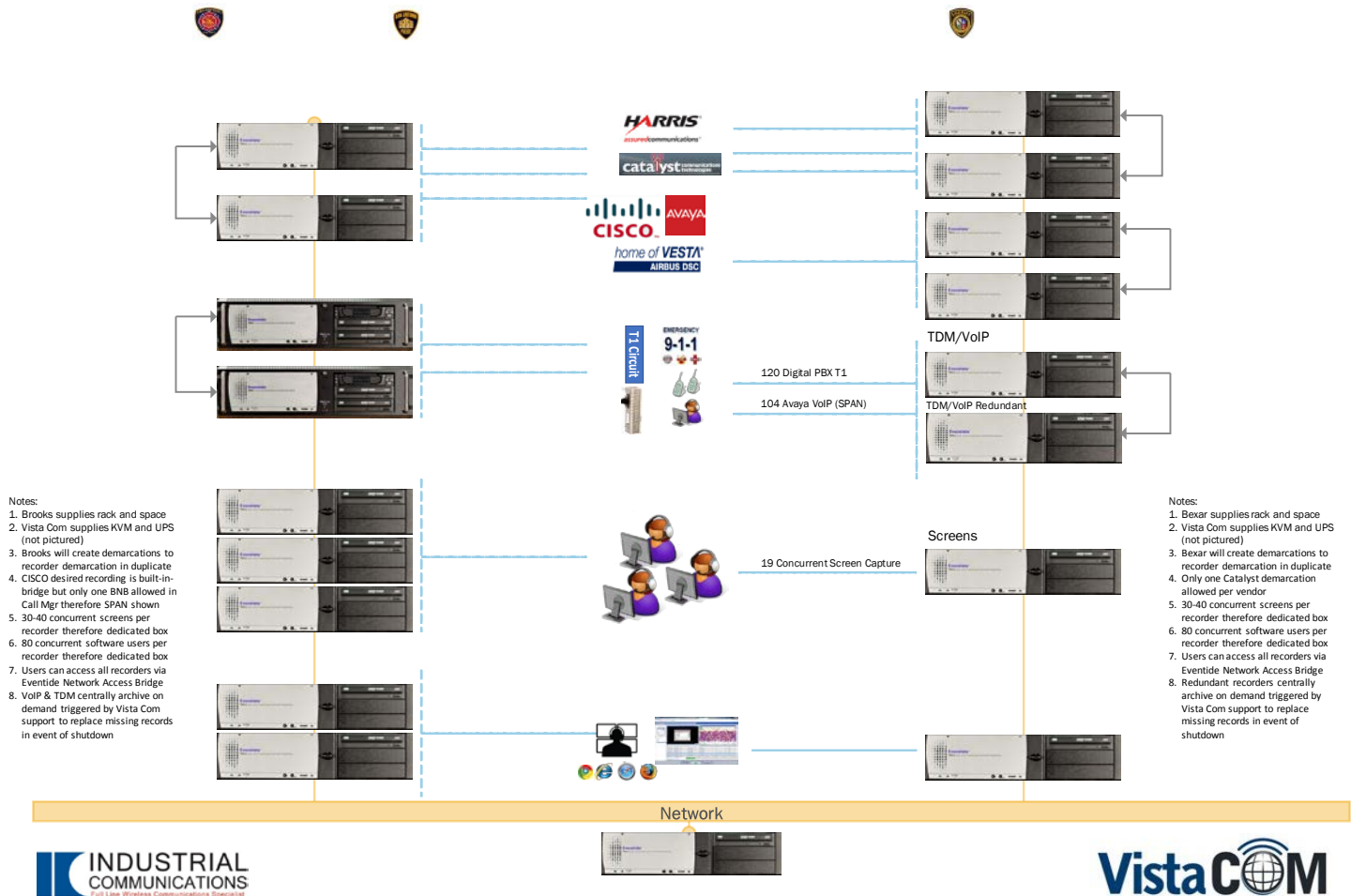
Below are the identified requirements for Brooks and Bexar County:

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



- 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. CISCO 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 recorders 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 and 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 recorders via Eventide Network Access Bridge
 8. Redundant recorders centrally archive on demand triggered by Vista Com support to replace missing records in event of shutdown

BROOKS SITE RADIO RECORDERS

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	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
<ul style="list-style-type: none"> 1 Eventide Nexlog 740 recorder 1 Harris VIDA Integration 1 Harris VIDA OTAR Enabler 3 Decoder for Harris 1 ANI/ALI Integration 1 Geographic Mapping 1 Cisco BID Interface 20 Quality Licenses 1 VESTA Integration 1 Enhanced Report Package 8 Media Works Plus Licenses 1 Central Archive Licenses 1 MP3 option for Media Works Plus 1 Nexlog Access Bridge License 1 4x4TB Hot Swap RAID HD = 8TB storage 1 8 Pack of VoIP Licenses for IP Positions 29 8 Pack of VoIP licenses 3 Network Cards 	<ul style="list-style-type: none"> 1 Harris VIDA Integration 1 Harris VIDA OTAR Enabler 3 Decoder for Harris 1 Eventide Nexlog 740 recorder 1 ANI/ALI Integration 1 Geographic Mapping 1 Cisco BID Interface 20 Quality Licenses 1 VESTA Integration 1 Enhanced Report Package 8 Media Works Plus Licenses 1 Central Archive License 1 MP3 option for Media Works Plus 1 Nexlog Access Bridge License 1 4x4TB Hot Swap RAID HD = 8TB storage 1 8 Pack of VoIP Licenses for IP Positions 29 8 Pack of VoIP licenses 3 Network Cards

BROOKS SITE TELEPHONY RECORDERS

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	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
<ul style="list-style-type: none"> 1 Eventide Nexlog 840 recorder 1 Geographic Mapping 20 Quality Licenses 1 Enhanced Report Package 1 MP3 option for Media Works Plus 6 24 Channel Analog Cards and Licenses 1 48 Channel T1 Card and Licenses 8 Media Works Plus Licenses 1 Central Archive License 1 Nexlog Access Bridge License 1 ANI/ALI Integration 1 4x4TB Hot Swap RAID HD = 8TB storage 	<ul style="list-style-type: none"> 1 Eventide Nexlog 840 recorder 1 Geographic Mapping 20 Quality Licenses 1 Enhanced Report Package 1 MP3 option for Media Works Plus 6 24 Channel Analog Cards and Licenses 1 48 Channel T1 Card and Licenses 8 Media Works Plus Licenses 1 Central Archive License 1 Nexlog Access Bridge License 1 ANI/ALI Integration 1 4x4TB Hot Swap RAID HD = 8TB storage

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

BROOKS USER PLAYBACK RECORDERS	
Playback Recorder 1	Playback Recorder 2

<ul style="list-style-type: none"> 1 Geographic Mapping License 20 Quality Licenses 1 Enhanced Report Package 1 Central Archive License 1 Nexlog Access Bridge License 10 8 Pack of Media Works Plus User Software Licenses 1 2x1TB Hot Swap RAID 1 HD = 1 TB Storage 1 Eventide Nexlog 740 recorder 	<ul style="list-style-type: none"> 1 Geographic Mapping License 20 Quality Licenses 1 Enhanced Report Package 1 Central Archive License 1 Nexlog Access Bridge License 13 8 Packs of Media Works Plus User Software 1 2x1TB Hot Swap RAID 1 HD = 1 TB Storage 1 Eventide Nexlog 740 recorder
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BEXAR SITE RADIO RECORDERS

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

BEXAR SITE TELEPHONY RECORDERS

<p>Primary Recorder: The configuration below is to record (175) VESTA Airbus IP Consoles</p>	<p>Redundant Recorder: The configuration below is to record (175) VESTA Airbus IP Consoles</p>
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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

BEXAR SITE TELEPHONY RECORDERS WITH T1

Primary Recorder: The configuration below is to record (120) CAMA T1 Trunks, (104) Avaya 10-digit IP Lines

Redundant Recorder: The configuration below is to record (120) CAMA T1 Trunks, (104) Avaya 10-digit IP Lines

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

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

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

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

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 will 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 (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>					
Brooks		1	\$20,000	\$20,000	\$20,000
	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			
	InContact Evolve Workforce Management (per Configured User) 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.

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

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:

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

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