# **Quality Recording Solutions, LLC - Maintenance Services Agreement**

THIS AGREEMENT is made the 20th day of November 2024

**BETWEEN:** 

# **QUALITY RECORDING SOLUTIONS, LLC**

("QRS") Located at 425 E Crossville Road Suite 207 Roswell, Georgia 30075

and

Fulton Co 911 (Client)
Located at
130 Peachtree St SW Ste 3147
Atlanta, GA 30303

#### THE PARTIES AGREE:

#### 1 **Definitions**

"Contract Period" means the period outlined as Contract Period as set out in Schedule 1.

"Coverage Hours" means the period outlined as Coverage Hours as set out in Schedule 1.

"Location of Equipment" means the Location of the Equipment as set out in Schedule 1.

"Major Version Upgrade" means a software revision that also requires a hardware upgrade

"Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality

Recording Solutions Helpdesk of Client's report of a potential problem and Quality Recording

Solutions subsequent contact with Client by telephone or other media by a service engineer.

"On Site Support" means the period elapsed during the Coverage Hours from the time of agreement by the Quality

Recording Solutions Helpdesk and the Client that on-site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.

"Order Confirmation" means a Maintenance Services Order Confirmation substantially in the form set out in Schedule 1 and

executed by both parties.

#### 2 General

- 2.1 The execution by both parties of this Agreement shall be an acknowledgement that the terms of this Agreement shall apply to such Order Confirmation. This agreement only becomes binding on Quality Recording Solutions when signed on its behalf by an authorized signatory of Quality Recording Solutions. Quality Recording Solutions may end this agreement immediately if Client breaks any of its obligations.
- 2.2 This document and its Order Confirmation contain all the terms of the agreement between the parties and no variations will be valid unless agreed in writing by an authorized signatory of both parties.
- 2.3 The Order Confirmation defines any facilities, information, materials and resources ("Client Resources") to be provided by Client. Additional costs or expenses incurred by Quality Recording Solutions because such Client Resources are not provided or are not satisfactory shall be reimbursed by Client. Quality Recording Solutions shall in no event be liable for any loss or further expenses incurred as a result of Client's failure or delay in providing Client Resources or arising as a consequence of any inaccuracies therein.
- 2.4 This agreement is governed in all respects by the laws of the state of Georgia without reference to any conflict of law rules.
- Any notice to be served on either party shall be in writing and shall be sent by certified mail to the address given in this agreement or such other address as may have been notified for that purpose and shall be deemed to have been received 48 hours after having been sent.

#### 3 Services Provided by Quality Recording Solutions

Quality Recording Solutions agrees:

- 3.1 To provide service engineer visits to the Location of Equipment between the Coverage Hours specified in the Schedule including all labor and travel expenses as deemed necessary by Quality Recording Solutions.
- 3.2 To use reasonable endeavors to meet the Response Time shown in the Schedule.
- 3.3 To use reasonable endeavors to assist Client to recover data which has been recorded by the Equipment on storage media and has been corrupted by system failure; this in no way constitutes a guaranty or other consequent liability to Quality Recording Solutions for any failure to recover data.
- 3.4 To use reasonable endeavors to remedy any defect in the Licensed Software which causes it not to conform to the specifications laid down from time to time by the software licensor.
- 3.5 To provide minor version upgrades of the Licensed Software within the same major version number release. Such minor version upgrades include only those software releases, as determined by Quality Recording Solutions, that either remedy

deficiencies in the software or improve operating performance of the software without altering its basic functionality or adding new functionality. Such minor version upgrades will be installed by Client.

- 3.6 To repair or replace at Quality Recording Solution's option any part of the Equipment which has failed during normal use.

  New or equivalent to new standard parts will be used in making repairs. Quality Recording Solutions will be responsible for the availability of parts needed for repairs only to the extent that such parts are reasonably available on a commercial basis
- 3.7 To remove any part of the Equipment to Quality Recording Solution's workshop for the purpose of repair if necessary, in the opinion of Quality Recording Solutions. In the event that Quality Recording Solutions removes any part of the equipment in order to effect repairs, Quality Recording Solutions will provide, at its own expense, replacement equipment sufficient to allow for continuing operations of the Equipment at client's site.

#### 4 Exclusions

Quality Recording Solutions is not responsible for:

- 4.1 Labor, travel costs, or parts necessitated by carelessness, operator error, mis-use or accident as well as services provided outside of the Coverage Hours, will be charged at Quality Recording Solution's standard service rates in effect at the time.
- 4.2 Major version upgrades of the Licensed Software.
- 4.3 Damage or operating performance problems caused by the Client's relocation of equipment from its original installation site.

  Quality Recording Solutions, at the request of Client, will move and re-install the Equipment and Licensed Software at another location of the Client for which Client will be charged for such move at Quality Recording Solution's standard service rates in effect at the time (see restriction on geographic relocations in 6.5 below).

#### 5 Condition of Equipment

except for Equipment and Licensed Software purchased from Quality Recording Solutions within the twelve months preceding the Commencement Date as listed in Schedule 1 or for Equipment and Licenses Software which has been under a continuous maintenance agreement with Quality Recording Solutions, the Client will provide written documentation to demonstrate that all Equipment and Software listed in Schedule 1 has been under a continuous full maintenance agreement by an authorized Quality Recording Solutions service provider for at least one year preceding the Commencement Date. Such written documentation will be provided to Quality Recording Solutions before the Commencement Date of this Agreement. In the event that the Client is unable to provide this written documentation, the Client will be required, as a condition of this Agreement, to have such non-qualifying Equipment and Licensed Software certified by Quality Recording Solutions and brought into current standard working condition. The cost for such certification to the Client will be at Quality Recording Solution's then standard service and material rates. Certification of the Equipment and Licensed Software must be completed prior to the commencement of the Contract Period.

#### 6 Client's Obligations

Client agrees:

- 6.1 to pay the Maintenance Agreement Price as listed on Schedule 1 (plus sales tax as applicable) on the later of the Commencement Date of this Agreement or 15 days from the date of Quality Recording Solution's invoice to the Client for the Maintenance Agreement.
- To operate the Equipment and the Licensed Software in accordance with the operating instructions provided with the Equipment and to carry out all routine day to day preventative maintenance measures specified in those instructions or as otherwise communicated in writing by Quality Recording Solutions.
- 6.3 To allow Quality Recording Solution's personnel or its authorized third-party representative access to the Equipment and proper facilities to enable Quality Recording Solutions to carry out its obligations.
- not to alter, change, replace, or add anything in or about the Equipment or the Licensed Software or allow anyone (except Quality Recording Solutions or its authorized third-party representative) to do so.
- not to move the Equipment or the Licensed Software without giving Quality Recording Solutions at least 7 days advance notice in writing of the address to which it will be relocated which address must be within 50 miles of the original location specified in Schedule 1 (see Quality Recording Solutions waiver of responsibility for moves not performed by Quality Recording Solutions in 4.4 above).
- Where requested by Quality Recording Solutions to provide telephone line(s) at the Client's expense to enable remote diagnostics to be performed on the Equipment and/or Licensed Software by Quality Recording Solutions.

#### 7 Restrictions on Liability

- 7.1 neither party shall be liable for any failure to perform its obligations due to reasons outside its control including (without limitation) acts of God, war, lock out or other labor disputes, riot, civil commotion, fire, flood, drought, legislation.
- 7.2 Quality Recording Solutions has no liability for loss of stored data.
- 7.3 Quality Recording Solutions has no liability for consequential loss, loss of profit, goodwill or work stoppage.
- Quality Recording Solutions has no liability for an act or event occurring external to the Equipment and/or Licensed Software which causes either directly or indirectly, a failure or malfunction in the Equipment and/or Licensed Software, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system or the operating telephone utility or abnormal power fluctuations, to include but not limited to surges, brownouts, and commercial power outages or failures which adversely affect the Equipment and/or Licensed Software.
- 7.5 Quality Recording Solutions has no liability for any other acts or events which may adversely affect the performance of the Equipment and/or Licensed Software occasioned by acts of the Client or a third party caused by use of the Equipment and/or Licensed Software in combination with any other equipment, software, or apparatus not approved by Quality Recording Solutions for such combined use.
- 7.6 Quality Recording Solutions has no liability for obsolete and/or non-repairable Equipment or Licensed Software.

#### 8 Termination

8.1 Either party may terminate this Agreement immediately if either party breaches any obligation under this Agreement. Further, either party may terminate this Agreement upon providing 90 days' written notice of termination to the other party.

#### 9 **Indemnity**

9.1 Indemnity clause is not applicable to this contract

#### 10 Entire Agreement

10.1 This Agreement constitutes the entire subject matter of this Agreement and supersedes any prior understanding or agreement between the parties.

#### 11 Assignment

11.1 This Agreement may not be assigned without the prior written consent of the parties hereto.

#### 12. Severability

12.1 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

#### 13 Amendment

13.1 This Agreement may be amended only in writing executed by the parties hereto.

#### 14 Choice of Law

14.1 This agreement shall be governed by the laws of the State of Georgia . Any action for breach, claim, or dispute arising out of this Agreement shall be filed in a venue mutually agreed upon by both parties..

Signed for and on behalf of QUALITY RECORDING SOLUTIONS, LLC Signed for and on behalf of Fulton Co 911 GA Dated: 12/05/2024 11/20/2024 Dated: John To Schar Signed: Signed: John LoSchiavo Name: Name: **CFO** Title: Title: Chairman Fulton County Board of Commissioners ATTEST: 12/09/2024 Dated: Signed by: Signed: Janyak Flow Tongata Res Garier Name: Clerk to the Commission Title: APPROVED AS TO FORM: 12/05/2024 Dated: Signed: Brad Bowman Brad1936056112261472... Name: Office of the County Attorney Title: APPROVED AS TO CONTENT: 12/05/2024 Dated: Signed by: Signed: Chris Sweig art Name: Director, Emergency Services Title:

ITEM#: RM:	ITEM#: $24-0804$ $2^{ND}$ RM: $11/20/2024$
REGULAR MEETING	SECOND REGULAR MEETING

#### **SCHEDULE 1**

#### MAINTENANCE SERVICES ORDER CONFIRMATION

This Order Confirmation is made pursuant to an agreement between QUALITY RECORDING SOLUTIONS, LLC and Fulton Co 911 GA Document Reference MSA-1:

Client: Fulton Co 911 GA

**TBD** The Equipment: Model: Eventide NexLogDX (Primary) Serial Number:

> Serial Number: **TBD** Model: Eventide NexLogDX (Backup)

> Model: Eventide NexLogDX (Screens) Serial Number: **TBD**

**Licensed Software:** MediaWorks 2024.4

**Original Purchase Date of Equipment: TBD** Original Purchase Price of Equipment: \$219,852.13

**Location of Equipment:** 130 Peachtree St SW Ste 3147 **Contact Name:** Billy Orgertrice

404-612-8133 Atlanta, GA 30303 Phone:

Fax:

**Maintenance Service:** Premium

Service Maintenance

Package:

Service Package	Coverage Hours and Description	Response Time	On Site Support
Premium	covers parts, software updates, 24/7	30	2 Hours
	monitoring, 24/7 remote and on-site support	minutes	

The following definitions apply to the levels of maintenance service listed above:

"Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality

Recording Solutions Helpdesk of Client's report of a potential problem and Quality Recording Solution's subsequent contact with Client by telephone or other media by a service engineer.

means the period elapsed during the Coverage Hours from the time of agreement by the Quality "On Site Support"

Recording Solutions Helpdesk and the Client that on-site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.

Schedule of Charges for services not included in the agreement:

Monday through Friday 8am to 5pm \$125.00 per hour - with a 2 Hour Minimum Labor

Saturday; Monday through Friday other than 8am to 5pm \$200.00 per hour – with a 2 Hour Minimum \$250.000 per hour – with a 2 Hour Minimum

Sunday and all holidays

NOTE: All travel time will be charged at the above rates.

Parts: At current list price - quotations on request Travel: \$0.40 per mile for actual distance traveled.

Quote Number: 2024360-2

**Quality Recording Solutions, LLC** 

425 E Crossville Road Ste 207 09/10/24 Roswell, Georgia 30075

Tel: 770-993-4793 Fax: 770-993-5038

Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com

Prepared for: Fulton Co 911 GA

Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303





#### www.QRSworld.com

	System				
Hardware/Softw	are				
Quote No		Description	Unit Price	QTY	Total Price
2024360B	Primary Recorder Server		\$131,526.97	1	\$131,526.97
2024362	Screen Recording Server		\$22,007.04	1	\$22,007.04
2024361A	Backup Recorder Server		\$66,318.12	1	\$66,318.12
Total Price					\$219,852.13

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable. Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice. ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.

Upon completion of the installation the remaining balance will be invoiced.

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature:	
Name & Title:	
Date:	

GSA Contract No. GS-35F-0415V

**Quality Recording Solutions, LLC** 

425 E Crossville Road Ste 207 09/10/24

Roswell, Georgia 30075

Tel: 770-993-4793 Fax: 770-993-5038

aspencer@QRSworld.com Prepared by: Alex Spencer ext 704

Fulton Co 911 GA (Main Site) Prepared for:

Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303



Quote Number: 2024360B



#### www.QRSworld.com

	www.QRSworld.com			
	System			
Hardware/Softw	are			
Model No.	Description	Unit Price	QTY	Total Price
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies	\$7,834.76	1	\$7,834.76
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,428.21	1	\$1,428.21
DX707-1	Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	\$4,562.12	1	\$4,562.12
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	\$587.61	2	\$1,175.22
271052	Internal IP Recorder with First 8 G.711 Channels	\$3,427.71	1	\$3,427.71
DX939	Additional Internal IP G.711 8-Channel license pack	\$1,566.95	6	\$9,401.70
DXANA16	16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses	\$3,917.38	1	\$3,917.38
264242-007	23 ft. Cable for Analog or Digital PBX card:	\$101.20	1	\$101.20
271083	8 pack MediaWorks DX (web) concurrent license	\$889.57	1	\$889.57
271111	Eventide MP3 option for MediaWorks DX	\$171.39	1	\$171.39
115021	Enhanced Reports Engine	\$812.04	1	\$812.04
271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	\$889.57	1	\$889.57
271176	RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098).	\$4,488.66	1	\$4,488.66
DX911	Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$8,895.72	1	\$8,895.72
209220	Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS	\$14,995.00	1	\$14,995.00
324720-DX M	DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	\$2,448.36	2	\$4,896.72
115015 M	Mandatory Remote Install Prep for P25 or TETRA; (Non-Discountable)	\$3,500.00	1	\$3,500.00
271141	Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	\$54,995.00	1	\$54,995.00
Hardware/Soft	ware Sub-Total			\$126,381.97
0	Services	D. f	OT)/	T-1-1-D :
Services IT	Description Installation and Training	<b>Rate</b> \$4,995.00	QTY 1	<b>Total Price</b> \$4,995.00
Services Price				\$4,995.00
	Summary			
System Price Services Price	Solution Components			<b>Price</b> \$126,381.97 \$4,995.00

Shipping	\$150.00
Tax	\$0.00
Total Price	\$131.526.97

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable. Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice. ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.

Upon completion of the installation the remaining balance will be invoiced.

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature:	
Name & Title:	
Date:	

GSA Contract No. GS-35F-0415V

**Quality Recording Solutions, LLC** 

425 E Crossville Road Ste 207 09/10/24

Roswell, Georgia 30075

Tel: 770-993-4793 Fax: 770-993-5038

Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com

Prepared for: Fulton Co 911 GA (Screen Recording)

> Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303



Quote Number: 2024362



www QRSworld com

<u>www.QRSworld.com</u>			
System			
are			
Description	Unit Price	QTY	Total Price
NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies	\$7,834.76	1	\$7,834.76
Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,428.21	1	\$1,428.21
Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	\$4,562.12	1	\$4,562.12
8 pack MediaWorks DX (web) concurrent license	\$889.57	1	\$889.57
Windows Screen Recording (First 5 PCs on recorder)	\$2,464.69	1	\$2,464.69
Windows Screen Recording (5 additional PCs on recorder)	\$489.67	7	\$3,427.69
ware Sub-Total			\$20,607.04
Services			
Description	Rate	QTY	Total Price
Installation and Training	\$1,250.00	1	\$1,250.00
			\$1,250.00
Summary			
Solution Components			Price
			\$20,607.04
			\$1,250.00
			\$150.00
			\$0.00
			\$22,007.04
	Description  NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies  Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series  Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage  8 pack MediaWorks DX (web) concurrent license  Windows Screen Recording (First 5 PCs on recorder)  Windows Screen Recording (5 additional PCs on recorder)  ware Sub-Total  Services  Description  Installation and Training	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies  Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series \$1,428.21  Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage \$4,562.12  8 pack MediaWorks DX (web) concurrent license \$889.57  Windows Screen Recording (First 5 PCs on recorder) \$2,464.69  Windows Screen Recording (5 additional PCs on recorder) \$489.67  ware Sub-Total  Services  Description Rate \$1,250.00	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series Software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies  Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series \$1,428.21 1  Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage \$4,562.12 1  8 pack MediaWorks DX (web) concurrent license \$889.57 1  Windows Screen Recording (First 5 PCs on recorder) \$2,464.69 1  Windows Screen Recording (5 additional PCs on recorder) \$489.67 7  ware Sub-Total  Services  Description Rate QTY \$1,250.00 1

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable. Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice. ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.

Upon completion of the installation the remaining balance will be invoiced.

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature:	
Name & Title:	
Date:	

GSA Contract No. GS-35F-0415V

**Quality Recording Solutions, LLC** 

425 E Crossville Road Ste 207 09/10/24 Roswell, Georgia 30075

Tel: 770-993-4793 Fax: 770-993-5038

Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com

Prepared for: Fulton Co 911 GA (Back-up)

Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303



Quote Number: 2024361A



www.QRSworld.com

Nost.og DX-series Software, web. Sade Configuration manager, auto controls & amplified speaker on front panel, dula hot-swap 120-240VAC 5060Hz power supplies		www.QRSworld.com			
Model No.   Description   Unit Price   QTY   Total Price   Installation and Training   Description   Unit Price   QTY   Total Price   Installation and Training   Description   Unit Price   QTY   Total Price   Installation and Training   Description   Unit Price   QTY   Total Price   Installation and Training   Description   Unit Price   QTY   Total Price   Services		System			
NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixad-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies    X701	Hardware/Softw	are			
Sex	Model No.	Description	Unit Price	QTY	Total Price
NX707-1   Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	NexLog740DX	fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on	\$7,834.76	1	\$7,834.76
Name	DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,428.21	1	\$1,428.21
Internal IP Recorder with First 8 G.711 Channels	DX707-1	Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	\$4,562.12	1	\$4,562.12
Additional Internal IP G.711 8-Channel license pack   \$1,566.95   6   \$9,401.70	DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	\$587.61	2	\$1,175.22
\$889.57   1   \$889.57   1	271052	Internal IP Recorder with First 8 G.711 Channels	\$3,427.71	1	\$3,427.71
Services   Price   Solution Components   Signal   Signa	DX939	Additional Internal IP G.711 8-Channel license pack	\$1,566.95	6	\$9,401.70
Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	271083	8 pack MediaWorks DX (web) concurrent license	\$889.57	1	\$889.57
Integration to Motorola ASTRO 25 system - Initial ASTRO version - per ADD'L AIS   \$5,995.00   1   \$5,995.00	271111	Eventide MP3 option for MediaWorks DX	\$171.39	1	\$171.39
24720-DX M DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8 \$2,448.36 2 \$4,896.72  71142 Mandatory license fee for Initial Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)  **Services**  Services**  Description**  Services**  Services Price**  Solution Components**  Solution Components**  **Price** \$61,173.12  **Summary**  **Price** \$61,173.12  **System Price** \$61,173.12  **System Price** \$61,173.12  **Solution Components**  \$1,995.00  \$2,495.00  \$3,995.00  \$4,995.00  \$4,995.00  \$1,000  \$1	DX911	Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$8,895.72	1	\$8,895.72
Mandatory license fee for Initial Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)  Services  Services  Services  Installation and Training  Solution Components  Solution Components  Services Price Solution Components  Services Price Solution Components Solution	209221	Integration to Motorola ASTRO 25 system - Initial ASTRO version - per ADD'L AIS	\$5,995.00	1	\$5,995.00
### Services Price Solution Components    Solution Components   So	324720-DX M	DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	\$2,448.36	2	\$4,896.72
Services   Description   Rate   QTY   Total Price   \$4,995.00   1   \$4,995.00	271142		\$12,495.00	1	\$12,495.00
Services   Description   Rate   QTY   Total Price   \$4,995.00   1   \$4,995.0	Hardware/Soft				\$61,173.12
Installation and Training	Services				
Summary           System Price         \$61,173.12           Services Price         \$4,995.00           Shipping         \$150.00           fax         \$0.00	Services IT	·			
Summary           System Price         \$61,173.12           Services Price         \$4,995.00           Shipping         \$150.00           fax         \$0.00	Services Price				\$4,995,00
Solution Components         Price           System Price         \$61,173.12           Services Price         \$4,995.00           Shipping         \$150.00           Fax         \$0.00					<i>ϕ .,τ 30.00</i>
Services Price         \$4,995.00           Shipping         \$150.00           Fax         \$0.00		·			Price
Shipping       \$150.00         ax       \$0.00	System Price	·			\$61,173.12
50.00 \$0.00	Services Price				\$4,995.00
	Shipping				\$150.00
Total Price \$66,318.12	Tax				\$0.00
• ,	Total Price				\$66,318.12

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable. Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required Payment terms are net 30 days from invoice. ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.

Upon completion of the installation the remaining balance will be invoiced.

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature:	
Name & Title:	
Date:	



# GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!*, a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is <a href="http://www.gsaadvantage.gov">http://www.gsaadvantage.gov</a>

**SCHEDULE TITLE:** Multiple Award Schedule

Large Category: Information Technology

Subcategory: IT Hardware Subcategory: IT Software

CONTRACT NUMBER: GS-35F-0415V

CONTRACT PERIOD: May 5, 2009 through May 4, 2029

Price List Current through Modification PO-0056 effective date May 5, 2024

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov.

**CONTRACTOR:** Eventide, Inc.

One Alsan Way

Little Ferry, NJ 07643
Phone: 201-641-1200
Fax: 201-641-1640 Fax

Email: bhaberman@eventide.com

Internet: www.eventide.com

BUSINESS SIZE: Small Business

#### **CUSTOMER INFORMATION:**

#### 1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

#### SIN DESCRIPTION

33411	Purchase of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services, and/or Spare Parts
511210	Software Licenses
OLM	Order Level Materials

#### 1b. LOWEST PRICED ITEM

#### SIN PRODUCT NO. PRICE

33411	324171	\$11.43
811212	Repair Services, and Repair Parts/Spare Parts	\$0.01
511210	271111	\$159.14

1c HOURLY RATES: N/A

#### 2. MAXIMUM ORDER\*:

33411	\$500,000 per order per SIN
811212	\$500,000 per order per SIN
511210	\$500,000 per order per SIN
OLM	\$250,000 per order

\*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contract the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

- 3. MINIMUM ORDER: \$100.00
- GEOGRAPHIC COVERAGE: 48 States, D.C.
- 5. POINT(S) OF PRODUCTION: US
- 6. DISCOUNT FROM LIST PRICES: All prices included herein are NET. Discounts have been deducted.
- 7. QUANTITY DISCOUNT(S): None
- **8. PROMPT PAYMENT TERMS:** Net 30 Days
- **9. FOREIGN ITEMS:** See price list pages
- 10a. TIME OF DELIVERY: 30 Days ARO
- 10b. EXPEDITED DELIVERY: Contact Contractor
- 10c. OVERNIGHT AND 2-DAY DELIVERY: Contact the Contractor for rates.
- **10d. URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 11. FOB POINT: Destination
- 12a. ORDERING ADDRESS: Eventide, Inc., One Alsan Way, Little Ferry, NJ 07643
- **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 13. PAYMENT ADDRESS: Eventide, Inc., One Alsan Way, Little Ferry, NJ 07643
- 14. WARRANTY PROVISION: SIN 33411 Standard Commercial Warranty

SIN 811212 Repair work, Parts (spares or repairs) 30 Days

SIN 511210 Standard Commercial Warranty

- **15. EXPORT PACKING CHARGES:** Outside the scope of this contract.
- 16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): See page 3.
- 17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A.
- TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE): REPAIR PARTS/SPARE PARTS RATE PROVISIONS: All spare parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 6/1/2008, at a discount of 15% from such listed prices
- 18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):
- 19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
- 20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

- 21. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants): None
- 22b. SECTION 508 COMPLIANCE FOR EIT: www.eventide.com
- 23. UEI: MVPME58M7V71
- 24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Eventide maintains a current SAM registration.

# TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

#### 1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

#### 2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

# 3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

#### 4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is customer installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation,

deinstallation, and reinstallation services under SIN 33411 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

#### 5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

#### 6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
  - Standard Commercial Warranty applies.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

# 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

#### 8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

# 9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the

# TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES, AND/OR SPARE PARTS (AFTER EXPIRATION OF

GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

#### 1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a <u>25</u> mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

c.

Eventide, Inc. One Alsan Way Little Ferry, NJ 07643

#### 2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

#### 3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### 4. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.

- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

#### 5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

#### 6. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

#### 7. REPAIR SERVICE RATE PROVISIONS

a. **CHARGES**. Charges for repair service will include the labor charge, computed at the rates set forth in the Pricelist pages.

# 8. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the Equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated current, at a discount as published in this Pricelist.

Page 8

#### 9. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days.

Eventide, Inc. GS-35F-0415V (201) 641-1200

#### b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 90 days.

#### 10. INVOICES AND PAYMENTS

a. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN

# TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

#### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

# 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

#### 3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 201-641-1200 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 am to 7 pm ET.

#### 5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):
  - (1) X Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability

and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

(2) Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on- line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

# 6. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and

- documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
  - (5) Commercial Computer Section including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### 7. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

# 8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **9. RIGHT-TO-COPY PRICING.** Not offered.

09/06/24	Quality Recording Solutions, LLC 425 E Crossville Rd Ste. 207 Roswell, Georgia 30075 Tel: (877) 733-7771 Fax: 770-993-5038	VO RECOR	UA DING S	LITY
Prepared for:	Fulton Co 911 GA (Main and Backup) Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303			
	www.QRSworld.com			
Pricing				
	Services			
Part Number	Description	Unit Price	QTY	Total Price
PSVC	Premium Annual Service Contract: covers parts, software updates, 24/7 remote and onsite support, access to help desk, and 24/7 monitoring	\$34,317	1	\$34,317
	Contract Date: TBD			
Add-on Price				\$34,317
	Summary			
	Solution Components			Price
Service				\$34,317 \$0
ax Fotal Price				
Total Price \$34,317				
Prepared by: Alex Spencer aspencer@QRSWorld.com Phone: 770-993-4793 x704				
Accepted By:				
Signature:				
lame & Title:				
Pate:				

Quote Number: 2024401B



#### **Certificate Of Completion**

Envelope Id: 78B26C8C85544831845718A034A32418

Subject: Fulton Co 911 GA Contract Agreement Nov 2024 Quality Recording System 11/20/24 BOC#24-0804

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 26 Certificate Pages: 6 AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-08:00) Pacific Time (US &

Canada)

Signatures: 4 Initials: 0

Stamps: 1

**Envelope Originator:** 

Status: Completed

Mark Hawks 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

mark.hawks@fultoncountyga.gov IP Address: 45.20.200.178

**Record Tracking** 

Status: Original

12/5/2024 8:21:26 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Mark Hawks

mark.hawks@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

**Signer Events** 

Chris Sweigart

Chris.Sweigart@fultoncountyga.gov

**FCDES Director** 

**Fulton County Government** 

Security Level: Email, Account Authentication

(None)

Signature

A8469A6DBF824F1...

Signature Adoption: Uploaded Signature Image

Using IP Address: 24.125.98.198

**Timestamp** 

Sent: 12/5/2024 8:28:31 AM Viewed: 12/5/2024 9:58:03 AM Signed: 12/5/2024 9:58:11 AM

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**Brad Bowman** 

brad.bowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Signed by: Brad Bowman

319349FF4DDC472

Sent: 12/5/2024 9:58:14 AM Viewed: 12/5/2024 12:19:31 PM Signed: 12/5/2024 12:19:50 PM

Signature Adoption: Pre-selected Style Using IP Address: 104.60.250.135

**Electronic Record and Signature Disclosure:** 

Accepted: 12/5/2024 12:19:31 PM

ID: 5c25647b-a88e-41a0-b88d-e9ea82dbaa9b

Robert L. Pitts

harriet.thomas@fultoncountyga.gov

Chairman

Security Level: Email, Account Authentication

(None)

Robert L. Pitts

Signature Adoption: Pre-selected Style

Sent: 12/5/2024 12:19:53 PM Viewed: 12/5/2024 12:46:22 PM Signed: 12/5/2024 12:46:36 PM

Using IP Address: 68.208.197.4

**Electronic Record and Signature Disclosure:** 

Accepted: 12/5/2024 12:46:22 PM

ID: 8d3b8d68-0687-4a19-a6f9-8d13a0b34189

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 68.208.197.4

Sent: 12/5/2024 12:46:38 PM

Viewed: 12/7/2024 1:28:35 AM

Signed: 12/9/2024 8:20:08 AM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8 Tonya Grier Sent: 12/9/2024 8:20:10 AM Janjak Strum tonya.grier@fultoncountyga.gov Viewed: 12/9/2024 8:53:25 AM EEC476C4837648D... Clerk to the Commission Signed: 12/9/2024 8:53:40 AM **Fulton County** Security Level: Email, Account Authentication (None) Signature Adoption: Uploaded Signature Image Using IP Address: 166.137.19.18 Signed using mobile **Electronic Record and Signature Disclosure:** Accepted: 3/16/2018 7:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** felicia Strong-Whitaker Sent: 12/9/2024 8:53:44 AM COPIED felicia.strong-whitaker@fultoncountyga.gov Viewed: 12/9/2024 8:57:01 AM Chief Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Elsa D. Castro Sent: 12/9/2024 8:53:45 AM COPIED elsa.castro@fultoncountyga.gov Viewed: 12/9/2024 8:57:57 AM Chief Assistant Purchasing Agent **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Latisha Mattox Sent: 12/9/2024 8:53:47 AM COPIED Latisha.Mattox@fultoncountyga.gov Viewed: 12/9/2024 8:59:38 AM **Deputy Director** Fulton County Department of Emergency Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Witness Events** Signature **Timestamp** 

Signature

**Timestamp** 

**Notary Events** 

Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	12/5/2024 8:28:31 AM	
Envelope Updated	Security Checked	12/9/2024 8:49:56 AM	
Certified Delivered	Security Checked	12/9/2024 8:53:25 AM	
Signing Complete	Security Checked	12/9/2024 8:53:40 AM	
Completed	Security Checked	12/9/2024 8:53:47 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

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#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies
_	

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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