

REU CUBY

Precise Digital Dave Meagher

147 Jesselin Dr.

Lexington, KY 40503

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

DPS1230

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ADDRESS CHANGES TO BE NOTED ABOVE

TARA LYLE 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

SH-P TO

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 02/15/2012 BID OPENING DATE: BID OPENING TIME 01:30PM 03/21/2012 CAT. AMOUNT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE 0001 LS 915-07 \$188 706 VOICE AND DATA RECORDERS OPEN-END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE VOICE AND DATA RECORDERS AND RELATED ACCESSORIES/OPTIONS, PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/05/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 2012 MAR 13 PM 2: 01 304-558-4115 FAX: EMAIL: TARALL.LYLEDWV.GOV SEE REVERSE SIDE FOR TERMS AND CONDITIONS 959-514-6506

01-0864208

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Rev. 11/09/11



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DPS1230 SPECIFICATIONS FOR VOICE AND DATA RECORDERS

The West Virginia State Police desires to establish an open end contract for the purchase of Voice and Data Recorders and related accessories. This contract shall be available for use by the West Virginia State Police, Agencies of the State of West Virginia and all County Agencies and Municipalities.

This specification covers the requirements for an advanced NG-911 ready IP Enabled digital logging recorder/reproducer designed to provide recording a minimum of 24 hard wired channels & 24 VoIP Channels plus the time & date data and expandable to at least 96 hard wired channels & 96 VoIP Channels.

The digital logger should be capable of standalone operation with an integrated front panel mounted color touch screen GUI control. Requirements for a keyboard, mouse and monitor for local operation will be considered but is not a desired mode.

The logging system shall provide network server functionality for remote access from any Windows PC Workstation on the network.

COMPLY? 1 CENTRAL SYSTEM Yes No The system architecture shall be based on an industrial rack mount server 1.1 - client design where all calls are maintained on a central server. Access from PC/clients shall be over an Ethernet connection. X The system shall be equipped with a minimum Raid1 hard drive buffer 1.2 array to support a minimum of 165,000 channel hours of data for instant recall playback and buffering. The system shall be equipped with hot swap redundant power supplies. 1.3 The redundant power supplies must be powered by separate cords. The system shall support storage of calls to a NAS server or Storage unit 1.4 with an option for SAN support. The system should support central archiving from multiple recording 1.5 systems to one centrally located unit. The system should be equipped with an integrated front panel mounted 1.6 color touch screen GUI control. [If a keyboard / monitor are required, the preferred solution is a 1U rack mount sliding tray with integrated

monitor, keyboard and mouse/pad. Please state the rack mounting space required and include front panel control within the pricing submission.

e e	1.7	The system shall use an operating system that can be updated directly from a distribution media or in a simple few step process. There should be no requirement for operator intervention except loading media and restarting the logger. Discuss any licensing requirements for the operating system in use. Discuss how updates are distributed to end user		
	1.8	organizations. The system shall have a relational SQL database of all recorded calls. A no license fee relational SQL database is preferred that provides: Relational SQL database of all call records		÷
		 Up to 12 Million calls may be indexed in the call records database 		
		 Programmable retention period 		
		 ODBC (database access) driver available 		
	1.9	The system shall keep its time synchronized to a state maintained master clock utilizing NTP over Ethernet.	_×_	
	1.10	The vendor shall confirm that all system major components are COTS non- proprietary parts except the record input cards.	_×_	
	1.11	The system should support Hot Swap Raid1 and Hot Swap Raid5 options within the system chassis. Please provide optional pricing for this capability.	_×_	
	1.12	The system shall support multiple 10/100/1000MB Base-T interfaces for remote Ethernet access and be equipped with dual NIC cards.		-
	1.13	The system shall capture and store important information to facilitate management. This history & error log information will include alerts, user passwords and profiles, media status, user access audit trail, media library	X	
	1.14	records etc. The system shall provide buffering of all recording on the hard disk and automatically transfer the recording to the archive media. The transfer will	_×_	
	1.15	be automatic on a programmable basis. The system shall provide the ability to playback from an archive drive while others continue to record.		\
	1.16	The system shall provide for orderly shutdown upon complete power outage when equipped with a smart UPS unit. The system shall also automatically restart and return to last operating mode upon power restoration.	_×_	
	1.17	The system shall allow remote monitoring & configuration via a webbased application from any Windows workstation through a LAN connection.	_×_	<u></u>
	1.18	The system shall provide an option for these Next Generation 9-1-1 interfaces.	_×	
		 NENA-standard SIP-Invite method for recording of NG9-1-1 primary interactions 		
		 NENA-standard Next Generation 9-1-1 Logging Service with WSDL-based data logging/retrieval interface and RTSP 		
2	System	Networking Capabilities		
	2.1	The system shall allow for a minimum of 16 simultaneous remote client connections to the central server. The vendor shall discuss the capabilities	_×_	
	2.2	and maximum limits on connections. The system shall allow for a Live Monitor function from each client or Webbased application with a minimum of 16 simultaneous channels selected.	_×_	

	2.3	The Live Monitor function access shall be limited to only authorized	X	-
	2.4	channel access based on a user account profile. The system shall allow for an Instant Recall function from each client. The	X	
		Instant Recall function should support a minimum buffer size of 12 hours to support recall of up to a full shift. The vendor shall describe the buffer size.	·	
	2.5	The instant Recall function access shall be limited to only authorized	×	-
		channel access and timeframe based on a user account profile.		
	2.6	If multiple digital recorders are employed in the installation, the system	×	-
		should provide viewing and retrieval from, all recorders in a unified manner		
	2.7	from one user interface. The user client software or web-based software shall be able to retrieve	×	
	2.7	calls for playback from a Network Attached Storage server.		8
	2.8	The user client software or Web-Based software should be able to retrieve	×	
	2.0	calls for playback from a central Storage Area Network device.		
3	Record	d Storage		
	3.1	The system shall provide at least 165,000 channel hours available for	×	0
		instant access on a hard disk independent of the archive drives. These		
		recordings must be duplicated on a second hard disk providing a 100%		
		mirrored copy that will be available should the 1st hard disk fail for any		
		reason.	./	
	3.2	The system shall offer options for larger hard disks to provide more on line recording for instant access.	×	
	3.3	The system shall optionally provide the ability to have up to 4 hard disks	×	
	3.3	and be able to configure them in a RAID5 system. The RAID5 configuration		
		shall support hot swap functionality.		
	3.4	The system shall provide for the connection of USB based mass storage	×_	
		devices for making additional backup copies of calls.		
	3.5	The system shall be able to restore calls to the master database from an	$-\times$	
		archive media, NAS server or USB mass storage device.		
		to the t	X	-
4		rding Capabilities	~	
	4.1	The digital recorder module shall be capable of field expansion of record channels to 96 hard wired channels and 96 soft IP channels.		
	4.2	The system shall display which channels are recording, ready to record or	×	***
	4.2	selected for live monitor through a color coded channel status display.		
	4.3	Any channels that have been idle for a user programmed length of time	×	
		shall cause a system alert.		
	4.4	The system shall provide analog record activation by VOX, On/Off Hook	×_	
		detection, Contact Closure detection, external command, or continuous on a		
		per channel basis.		
	4.5	The system shall provide true digital to digital PBX record activation by VOX,		
		continuous, or D Channel command selectable on a per channel basis.	V	
	4.6	The system shall support the following digital PABX and phone instruments		
		for D-Channel off hook detection and call digit decoding: • PABX: All Major brands including Avaya, Nortel, NEC, Mitel,		
		Siemens		
		Jiemens		

Phone model: All major brand 2-wire TDM phones

	4.7	The system shall s IP audio sources:	support the following voir Switch, phone instruments and							
			oIP Switch: Cisco Call Manager and Cisco Call Manager							
			xpress							
	-		OIP Phone model: Cisco 7931G							
		• 11	P Console: Avtec Scout							
		• //	Console Radio connection: TCP/IP							
	4.8	The system shall i	provide determination of line status through a built-in	×						
	4.0	voltmeter and au								
	4.9		provide web-based remote determination of line status	×						
			voltmeter and audio level meter.	10. 940						
	4.10	The system shall	provide an option for "recording on demand". The on							
			ctivation will be initiated at an attached PC workstation or							
			signal. This feature must be able to be activated during a							
		71	om the beginning in case of a threat.	~						
	4.11		provide a protection facility to tag a call to prevent	_×_						
			e call record database in the event the database is full and							
			st calls. The call shall remain within the database until it is							
		un-protected.								
	4.12	The system shall	provide an option for NENA Standard ANI/ALI serial data	×						
	7.12	spill capture into								
	4.13		Id provide an option for Non-Standard ANI/ALI CAD data	×						
			the call record database on a Non-Recurring Engineering							
		(NRE) fee.		S)						
	4.14	The system shou	ld provide an option for IP Console Metadata capture into	X						
		the call record do	atabase on a Non-Recurring Engineering (NRE) fee.							
5		em Search & Play Capabilities								
	5.1	The system shall provide search and retrieval of recorded audio from an								
		archive media or from the on line hard disk or from a remote archive NAS or Network central archive storage unit.								
			~							
	<i>5.2</i>	The system shall sessions from se		(* * * * * * * * * * * * * * * * * * * 						
		number of simul								
	5.3		provide the ability to playback up to all installed channels	×						
	3.3	· · · · · · · · · · · · · · · · · · ·	The vendor shall discuss any limits on the total number of		-					
			n be played back simultaneously.							
	5.4		ive been selected and found, they shall be displayed in a	X						
		call list and shall	simultaneously be displayed in a graphical time line							
		display for easy	movement between messages.							
	5.5		nitiated by multiple user selectable views or keys in a	_X_						
			nal database format. Search criteria shall be at least:							
			Time/Date							
			DTMF telephone number							
			Caller ID telephone number							
			Calls between certain times							
			Calls in the past relative to current time							
			Call duration							
		•	Call direction							

		 Channel name 			
		 Tagged/protected 	calls		
			dio or IP Console Metadata		
		 Wildcard searches 			
	5.6		be in a proprietary format that will play	\times	
		at the recorder or at an attached v		5)	
	5.7		audio to standard .WAV file format or	X	
		Audio CD format to be used as PC	compatible audio files for emailing and		
		copying to a CD-R or other record	ng media at the PC workstation.	57	
	5.8	The system shall provide for chann	nel naming from the recorder or from an	X	
		attached workstation with the we	b-based application in order to facilitate		
		the search and retrieval process.	**		
	5.9		orward and fast rewind during playback.	_X_	
	5.10	The system shall provide for the c	ontinuous playback looping of an audio	X	
		segment within a call.			
	5.11		bility to skip forward to the next message	X	
		or skip back to the previous mess		200 B	
	5.12	The system shall provide for the e	xtraction of a portion of a call to a .wav	X_	-
		file.			
	5.13	The system shall provide for a rec	ording to a CD or other usb media as	$\underline{\hspace{1cm}}$	
		individual calls		£	ű.
	5.14	The system shall provide for the r	ecording to a CD or other usb media in	×_	
			n a parallel timeframe mode in a merged		
		file (overlapping Synchronized mu	ılti-channel playback).		
	5.15	And the control of th	bility to append notes to a recording and	X	
			nenever the recording is played back the		
		notes shall display. No special wo	rd processor software shall be required		
		for this function.			
	5.16	The system shall provide the abili	ty to playback a call or make a rerecording	_X_	
		with spoken time.		•	
	5.17		ion feature for making copies of incidents	_X_	
		for distribution			
	5.18		control with pitch correction while playing	X	
		recordings.			
		m Security Requirements		,	
6.1			er profiles to control access permissions		
		to the channel level and user role		/	
6.2		n shall provide Password complexi		X	
		num Digits, Minimum Lowercase C			
		acters, Minimum Special Character			
6.3			nenticate logger users via external SMB	X	
	servi				
		tem Diagnostics/Alert Capabilities		2	
7.1			test and ongoing self checking tests.	_>_	
7.2	The s	ystem shall maintain an internal er	ror log for all system alerts and error		
		ages.		24	
7.3			o automatically send any alerts via email	X	
		automatically notify that an alert ha			
7.4		•	on line remote diagnostics via a network	<u> </u>	
		ection.	10. 6. 6	~/	
75	Inoc	vetom chall monitor all channels to	r a preprogrammen time trame of	Y	

		inactivity (No record audio) and generate an alert for any channels that exceed		
		this time frame.		
8		Physical Characteristics	~	
	8.1	The system shall be a standard 19 inch rack mount configuration and not exceed 4U's in height.		
	8.2	The system rack space required shall be a maximum 19"W X 24"D X 8"H.	×	
	8.3	System weight shall not exceed 65 pounds.	X	
	8.4	The System shall have the audio inputs cabled to a demarcation point within 6 feet	X_	
		of the chassis. The input cables shall terminate to a 66 block. The vendor shall		
		provide all required blocks, cables & cross connect jumpers.		
9		System Electronics – Input Boards	2007 4	
	9.1	System frequency response should be 200 to 3400Hz.	X_	
	9.2	System signal to noise should be at least -50dB.	—X—	
	9.3	System Crosstalk should be -60db or greater.	X	(Accessors
	9.4	System AGC should be selectable on a per channel basis and provide this minimum operation:	_X	-
		 Range of 24 dB boost Attack time of less than 20 msec. 		
		Recovery time of 200 msec.		
	9.5	System input impedance should be 10Kohm, balanced bridge & DC blocked.	~	
	9.6	The system should accept audio levels between -40dB to +10dB.		
	9.7	The system shall have record activation methods selectable on a per channel basis.	X	
		These shall be:		
		VOX sensing		
		Off Hook sensing		
		External Contact Closure		
		Continuous record	390	85
		Digital telephone signaling		
	9.8	All electronic circuits shall be of modern design and construction, arranged for	_×	
		quick replacement on plug-in cards.	2.0	
	9.9	The system analog telephone input shall have an internal "beep" generator that		
		can be enabled on a per channel basis, if automatic notification of recording is		
	0.40	required.	\ <u>-</u>	
	9.10	The channel capacity of the system shall be from 24 to 96 hard wired and from		-
	9.11	24to 96 soft IP sources in a single chassis. The system shall be capable of direct connect to various record inputs, all from	√	
	2,11	one chassis. These inputs shall be:		
		Analog Telephone Lines/Stations		
		Analog 2-way Radio		
		Digital PABX Telephone Stations		
		Digital T1/E1/ISDN PRI Telephone Circuits		
		Digital ISDN BRI Telephone Circuits.		
		VolP Telephone Stations		
		IP Console Feeds		
		Screen Capture Feed		
		NG-911 SIP Invite	AND TOWN	
	9.12	? The system shall support an automatic gain control (AGC) function to provide	\times	
		leveling of near end and far end talkers. The AGC function shall be selectable on a	-	
		per channel basis.		

9.13	When AGC is not desired during normal operation, it shall be possible to activate AGC during playback only.	<u>X</u>					
10	System Support						
10.1	The vendor shall provide training for the user groups including:	\sim					
	 First Line Technical support and Administration for customer technicians for self support and installation 						
	 Administrator / Supervisor training including media handling, system administration, Client software use 						
	 Console operator training on client Instant Recall use 						
	 Refresher training shall be provided through out warranty and maintenance 						
10.2	The vendor shall have factory certified technicians on call on a 24/7 basis for	*					
Y //	support.						
10.3	The vendor shall confirm common repair parts (hard drives, archive drives, power	\times					
	supplies, input boards) to be stocked by the Vendor for same-day repair.						
10.4	The vendor shall confirm availability of complete loaner system in the event same-day repair is not feasible.						
10.5	The vendor shall supply the following manuals in hard copy (one copy) per unit ordered:	_×_					
	 Logger User Guide and Configuration 						
	Client/Web-Based software User Guide	0					
	Logger Service Manual						
10.6	The vendor shall supply the manuals in a PDF softcopy and grant unlimited user	_×_	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)				
10.7	copy privileges.	×					
10.7	The vendor shall document all systems settings and leave a hard copy record on site with the manuals.		-				
10.8	The vendor shall provide a minimum of 3 reference sites of Public Safety agencies	×					
	using the proposed recording system. Include Agency name, Agency Address,						
	Point of Contact name, Phone number, and email address.						

11 Award

- **11.1** The contract will be awarded to one vendor with the lowest bid meeting all of the specifications with the most complete bid.
- 11.2 An authorized signature must be on the bid.

DPS1230 - Cost Sheet

230 -	Cost Sheet				
Item	Description	Make/model	Estimated Quantity	Unit Price	Extended Price
15 5110.	Logger Hardware				
1.0	Voice and Data Recorder with: • Dual hot swap power supplies • Raid1 Hard Disks, minimum 165,000 channel hours • 3 year warranty		6 ea	26,773 Encludes 3yr 24x7 Pares/labor RAID 1	\$169,638
1.1	Front Panel color touch screen control unit or optional keyboard, mouse and monitor		6 ea	\$900	\$5,400
1.2	24 Channel Analog Input board		6 ea	Induded	-0-
1.3	24 VoIP CISCO CM/CME Telephone Inputs		6 ea	<i>Enduded</i>	-0-
1.4	24 VoIP Avtec Console Inputs		6 ea	Induded	-01
1.5	Digital T1/ISDN PRI TelephoneCircuit Input Board		1 ea	512,468	12,468
1.6	Cisco VoIP Gateway for Call Manager/Call Manager Express		6 ea	Included	-0-
1.7	License for 6 concurrent users for Administration, playback and instant recall.		6 ea	SETE LICENSE Included	-0-
1.8	Cabling materials, demarcation (lot)		6 ea	Induded	-0-
1.9	Install and Commissioning Services	++ en6,000	1 ea	1,000	1,000
1.10	On-site Training for each location	,	6 ea	Included	1
1.11	Upgrade to Hot-Swap RAID5		6 ea	\$1,500	\$9,000
1.12	Loaner Recorder in event of failure Please providing pricing per week		6 ea	200	200
1.13	Maintenance per year 24/7 coverage.		6 еа	FIRST Byes Enduded.	-0-

Grand Total: \$186,766

NOTE: All quantities specified on the cost sheet are for bid purposes only.

Actual quantities to be purchased may be more or less than noted above.

Vendor Name:	PRECESC DIGOTAL
Contact Name:	DAVID MEAGHER
Address:	28807 STORM Cloud PASS
	Wesley CHOPEL FL 33543
Phone No.:	659-514-6506
Fax No.:	866-221-4661
	Λ

Year 4=\$4,301 per. year 5=\$4,301 per. OR 525,806 For all 6 per year.

Authorized Signature:

RFQ	No.	
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

WITNESS THE FOLLOWING SIGNATURE

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Ministration in the control of the c	
Vendor's Name: PRECESE DIGITH	
Authorized Signature:	Date: 3 - R - 12
State of Kentucky	
County of Farsette to-wit:	
Taken, subscribed, and sworn to before me this 12 day of March	, 20/1
My Commission expires MY COMMISSION EXPIRES MAY 26, 2013	
AFFIX SEAL HERE NOTARY PUBLIC	o Mary J. Persley

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

-	Application is made for 2.5% resident vendor preference Bidder is an individual resident vendor and has resided continuing the date of this certification; or,	uously in West Virginia for four (4) years immediately preced-
	Bidder is a partnership, association or corporation resident ver business continuously in West Virginia for four (4) years imm ownership interest of Bidder is held by another individual, par maintained its headquarters or principal place of business of preceding the date of this certification; or,	ediately preceding the date of this certification; or 80% of the enership, association or corporation resident vendor who has continuously in West Virginia for four (4) years immediately
	Bidder is a nonresident vendor which has an affiliate or subsider and which has maintained its headquarters or principal place years immediately preceding the date of this certification; or,	of business within West Virginia continuously for the four (4)
2.	Application is made for 2.5% resident vendor preference Bidder is a resident vendor who certifies that, during the life working on the project being bid are residents of West Virginia immediately preceding submission of this bid, or,	of the contract, on average at least 75% of the employees
3.	minimum of one hundred state residents who certifies that.	e hundred state residents or is a nonresident vendor with an rincipal place of business within West Virginia employing a during the life of the contract, on average at least 75% of the are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor preference Bidder meets either the requirement of both subdivisions (1)	for the reason checked: and (2) or subdivision (1) and (3) as stated above; or,
5.	and has resided in West Virginia continuously for the four submitted; or,	Jnited States armed forces, the reserves or the National Guard years immediately preceding the date on which the bid is
6.	purposes of producing or distributing the commodities or cor	tates armed forces, the reserves or the National Guard, it, for appleting the project which is the subject of the vendor's bid and at least seventy-five percent of the vendor's employees are
require against or dedu	er understands if the Secretary of Revenue determines that a E rements for such preference, the Secretary may order the Direct st such Bidder in an amount not to exceed 5% of the bid amou ducted from any unpaid balance on the contract or purchase or	ctor of Purchasing to: (a) reject the bid; or (b) assess a penalty and that such penalty will be paid to the contracting agency der.
authori the req deeme	ubmission of this certificate, Bidder agrees to disclose any reas orizes the Department of Revenue to disclose to the Director of Pr equired business taxes, provided that such information does no ned by the Tax Commissioner to be confidential.	or contain the amounts of taxes paid nor any other information
and ac	er penalty of law for false swearing (West Virginia Code, § accurate in all respects; and that if a contract is issued to ages during the term of the contract, Bidder will notify the	Bidder and it anything contained within this certificate
Bidder	er:Signed	
Date:_	: Title:	

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ATTACI	HMENT
P.O.#	

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

D. Megh 3-12-12	a see	e v ti
Signature Date	Signature	Date
Title	Title	
PREVISE DIGITAL		
Company Name	Agency/Division	n

WV-96A Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

- DISPUTES Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any
 other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. <u>FISCAL YEAR FUNDING</u> Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any
 other party are deleted.
- 10. SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- FEES OR COSTS The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction.
 Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: PRECISE DIGITAL
Signed:	Signed: Theyen
Title:	Title: V.p. Soles-
Date:	Date:



RED COPY

Precise Digital Dave Meagher

147 Jesselin Dr.

Lexington, KY 40503

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

DPS1230

P/	IGE
	1

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

HEET VIDCINIA STATE DOLLO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

DATE PRINTED TI		TER	ERMS OF SALE		SHIP VIA	F.O.B,	FREIGHT TERMS
03/06/2012							
BID OPENING DATE: 03/21/		/2012		BID	OPENING TIME 0	1:30PM	
LINE	QUAN	YTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	2. AD DOCUME BID.	ESTION DENDUM NT SHO FAILUR	ACKN ULD B E TO TION	ANSW OWLED E SIG SIGN OF YO	O. 1 ERS ATTACHED. EMENT IS ATTACHE NED AND RETURNED AND RETURN MAY R UR BID. DENDUM NO. 1	WITH YOUR	
0001	VOICE	1	LS TA RE		915-07 RS	51	
				SEE RE	VERSE SIDE FOR TERMS AND CO		
SIGNATURE					TELEPHONE	DATE	
TITLE			EIN		2	ADDRESS CHANGE	S TO BE NOTED ABOVE

DPS1230 ADDENDUM NO. 1

Questions:

- Q1: For rack-mount installations, should we propose a 4-post rail kit or 2-post rail kit. In other words, to you have 4-post equipment racks, 2-post equipment racks, or a combination of the two types?
 A1: 2-post rail kit is sufficient.
- Q2: Will each site have a smart UPS on site or should the bidder propose this as an option?
- A2: UPS's will be provided by the State Police.
- Q3: What software version of Cisco Call Manager are you using?
- A3: Call Manager Version 7 and Call Manager Express 7
- Q4: What software version of Avtec Scout are you using?
- A4: Currently, 1.10 but moving to 2.0 as we have time.

Bid opening remains 03/21/2012 at 1:30 pm.

An authorized signature must be on the bid.

No additional questions will be accepted on this RFQ.

EXHIBIT 10

REQUISITION NO.: PPS 1230

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

NO. 1	
NO. 2	
NO. 3	******
NO. 4	*******
NO. 5	••••••

ADDENDUM NO.'S:

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Recise DiGOTAL

COMPANY ·

3-12-12 DATE

REV. 11/96