



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 255521

Doc Description: BODY WORN CAMERAS AND SaaS DATA BASED STORAGE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-15	2017-01-03 13:30:00	CRFQ 0608 COR1700000004	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Intrensic
 111 Congress Ave, Suite 400
 Austin, TX 78701

Intrensic
 951 Mariners Island Blvd. Suite 300
 San Mateo, CA 94404

Intrensic
 1914 Oakridge Drive
 Charleston, WV 25311
 Matthew Dugas
 National Director of Business Dev.

01/03/17 12:54:22
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN# 47-4609027

DATE 01-0³-2017

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR BODY WORN CAMERAS AND SaaS DATA BASED STORAGE PER THE ATTACHED.

INVOICE TO		SHIP TO	
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300		FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE STE 300 1409 GREENBRIER ST	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BODY CAMERA	40.00000	EA	\$ 199.99	\$ 7,999.60

Comm Code	Manufacturer	Specification	Model #
46171610	GoPro		Hero-Session

Extended Description : * We have also included (2-per cam) mounting options, (1-per cam) GoPuck supplemental Power Units, 1-Carry Cases, (2-per cam) special uniform patch made by Bauer Uniform for Body Worn Cameras and (1-per cam) car chargers

BODY WORN CAMERA

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	POINT-OF-VIEW CAMERA	6.00000	EA	\$ 199.99	\$ 1,199.94

Comm Code	Manufacturer	Specification	Model #
46171610	GoPro		Hero-Session

Extended Description : * We have also included (2-per cam) mounting options, (1-per cam) GoPuck supplemental Power Units, 1-Carry Cases (2-per cam) special uniform patch made by Bauer Uniform for Body Worn Cameras and (1-per cam) car chargers

POINT-OF-VIEW CAMERA

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	DOCKING STATION	16.00000 * See Note	EA	\$ 00.00	\$ 00.00

Comm Code	Manufacturer	Specification	Model #
43211602			

Extended Description : *Note: Docking Stations are not required to upload any Intrensic & GoPro video - (savings \$)
DOCKING STATION Uploading is performed with a secure, USB Cable to an agency computer or Mobile Data Terminal - (not wireless)

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	CLOUD BASED LICENSE	"Unlimited" @ 46 (Camera) Users @ \$ 40.month/User			\$ 22,080. yr total

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description : *Intrensic Evidence-On-Cloud Includes, End-To End Warranty, Professional Redaction by Intrensic @ 4 per user/Yr - at No Additional Costs This is True UNLIMITED Storage at any video resolution and includes your external evidence*
CLOUD BASED LICENSE (TO INCLUDE UNLIMITED STORAGE FOR DATA FROM CAMERA)

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TRAINING	1.00000	EA	\$ Included N/C	\$00.00 total

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description :
TRAINING Our Training is 100% included (including our travel expenses) at no additional costs to the agency. We typically will reserve one to two days but will adjust depending on the size of the deployment. - Training is a priority with Intrensic.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	DATA STORAGE	Unlimited		\$ Included N/C	\$ 00.00

Comm Code	Manufacturer	Specification	Model #
81112006			

Extended Description :

DATA STORAGE FOR ITEMS ATTACHED TO VIDEO CLIP (I.E REPORTS, TRANSCRIPTS, ETC.) PER GB

** At Intrinsic, we included data storage for external evidence such as reports, photos, or transcripts we accomplish this data upload with a simple drag-drop from our *Evidence-On-Cloud* Evidence Menu at no additional costs.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-12-21

COR1700000004	Document Phase Draft	Document Description BODY WORN CAMERAS AND SaaS DATE BASED STORAGE	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: INTRENSIC

Signed: 

Date: 01/03/17

Title: Asst. Director of Business Development

Body Worn Cameras and Cloud-based Data Storage

Section A		Estimated Units	Unit of Measure	Unit Price	Equipment Extended Price
Item	Description				
4.1.1	Body Camera (GoPro Hero Session Cameras)	40	Each	199.99	\$ 7,999.60
4.1.2	Point-of-view Camera (GoPro Hero Session Cameras)	6	Each	199.99	\$ 1,199.94
4.2	Docking station	16	Each	N/A	\$ -
**	Supplemental Items below included	**		N/A	\$ -
				Total Price	\$ 9,199.54

Section B		Estimated Units	Unit of Measure	Unit Price	Total Annual Price
Item	Description				
5.1.1	Cloud-based license (to include unlimited storage for data from camera) /cam. <small>540.00 /Camera /Month (Unlimited Storage)</small>	46	Each	\$ 480.00	\$ 22,080.00
5.1.2	Training	1	Each	Included	\$ -
5.1.1.2	Data storage for items attached to video clip (i.e reports, transcripts, etc), per GB	1	Each	Included	\$ -
				Total Price	\$ 22,080.00

** Supplemental Items we at Intrensic include: (at no additional costs)		Units
Included	The GoPuck - Suplamental Power Pack - provides 12hr auxillary power / charger	46
Included	Water Resistant GoPro Semi-Rigid carry case (holds camera, clips, cables ect.)	46
Included	Blauer (sew-in) Body Worn Camera Uniform Patch	92
Included	2a. In-Car Camera Battery Chargers and USB Charger Cables	46
Included	(2) GoPro Mounting Options Per Camera - We provide 2 with each camera	92

Total Bid Amount (yr1)	\$ 22,080.00
Renewal Option Amount (yr2)	\$ 22,080.00
Renewal Option Amount (yr3)	\$ 22,080.00

Vendor Information	
Name/Title	Intrensic c/o Matthew Dugas - National Director of Business Development
Phone	(304) 543-2406
Fax	(304) 345-8075
Email	matt.dugas@intrensic.com



A Partnership Between Intrensic



OASIS ID: INTRENSIC LLC Your Vendor Number is: VS0000011649

The State of West Virginia, The Division of Corrections

**This RFP has been Prepared for:
The State of West Virginia, The Division of Corrections**

**SEALED BID: BUYER: Crystal Rink SOLICITATION
NO.: CRFQ COR1700000004 BID OPENING DATE:
January 3, 2017 BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970**

**By Matthew Dugas, The National Director of Business Development
For January 3rd 2017
Intrensic, , Austin TX -- San Mateo CA - Charleston WV**

1	 Introduction Letter
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2	RFQ Submission Form Submittal
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3	RFQ Response to all Technical Requirements - 4.1.1 Thru 5.1.3
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4	Body Camera Pricing Spreadsheet (Copy)
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5	Appendix: <ul style="list-style-type: none">• Sample "Evidence Audit Document"• GoPro Hero Camera Specifications• Intrensic Software Design Features• Sample Still Photos from Video Files
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A Letter of Introduction:

January 03, 2017

Intrensic is the distribution partner for **GoPro Inc.**, a Delaware corporation, for the marketing of software storage systems and body worn/dash camera technologies to law enforcement professionals. Intrensic, with an office in Austin, Texas and San Mateo CA. is comprised of team members with extensive experience in software solution development, data management and storage, and public safety and security. GoPro®, founded in 2002 by Nicholas Woodman is a recognized leader in providing the mainstream market with the world's most versatile, durable and lightweight camera. This success is evident in its growth, recognition and success with a market cap of \$8.38 billion.

The Intrensic and GoPro® partnership has a deep bench to draw upon to meet the tasks set forth by the Law Enforcement. The partnerships collaboration combines its skills in technology, software, cloud science, assessment, and public safety administration and operations. The team provides support and technical assistance to federal, state, local agencies, nonprofit, and private agencies and organizations.

The Principal-in-Charge and leader of the partnership for this project is Kevin Mullins, Chief Executive Officer of Intrensic. He will be supported by Deputy Principal-in-Charge Charles DeVita, Intrensic. Mr. Mullins has substantial expertise in providing security software developments, integrations, and storage solutions to various markets, including: municipal 911, mobile safety, police departments, corporations, the financial services, and the federal government. He specializes in the transmission, encryption, and storage of video. He holds U. S. Patent #8,760,291 B1 for Notification System, Apparatus, and Method of mobile safety technology. Mr. DeVita (RET. Assistant Director United States Secret Service) has more than 40 years of experience in law enforcement, security planning, defense products, and training.

The rest of the project team consists of subject matter authorities in body camera technology, storage and retrieval, and law enforcement command and operations. They will provide your agency with direct contact on site and through other means of communication throughout the entirety of the project and beyond. The diverse, proven team will support your efforts in making body worn cameras a viable and sustainable component of the agency's culture and a component of its commitment to serve your agency.

Overall, this experience allows Intrensic technologies to fully comprehend and manage the needs, directives, and expectations of law enforcement departments.

The evolution of GoPro® is expanding beyond the retail market reaching into professional services. This includes military, fire, Medical/EMS, and Law Enforcement Professionals. The Intrensic and GoPro partnership works closely with federal, state and local end-users to tailor systems and approaches to meet anticipated outcomes. The partnership actively supports government agencies' necessity to maintain schedule and performance goals. Solutions are framed in the context of providing innovative and operationally-focused solutions that provide the most value to each of their partners.

Respectfully,



Matthew J. Dugas
National Director of Business Development
And, 15 Year resident of Charleston WV

Appendix "D" Intrensic's Compressive Solution Summary:

Why Buy the Intrensic-GoPro Solution?

The Partnership:

GoPro® - The proven most reliable Point of View Camera Proven GoPro® Quality Video 1080p 30FPS standard. A full 170-degree field of view, Unsurpassed Audio quality and a one button, ease of use "Tactile Tough" and design for use in any environment with over 34 mounting options available

Intrensic – A leader in providing Public Safety Agencies the most advanced Digital Evidence System a proven true software developer Intrensic developed our platform for and with constant input from end-users.

Financial Benefits

- **No Hidden Costs (Totally Unlimited Video Storage in any recording resolution)**
- **No Additional cost for uploading outside evidence to the Evidence-on-Cloud just drag and drop.**
- **No Additional cost for users (sharing, viewing or admin users) our cost charged per uploading officer only.**
- **End-to-End (12-month warranty with our 12-month agreement) at no additional cost**
- **End-to-End (24-month warranty with our 24-month agreement) at no additional cost**
- **Full Equipment Upgrade at the 25th month with a small \$4.00/month per user upcharge with our (48-month program) we re-instate the end-to-end 24 month warranty on all new cameras providing a true end to end solution for 48 months (plus, on the camera upgrade agency keeps all old GoPro® cameras) Simply put, your investment is \$ 48./year for a New GoPro camera upgrade every 24 months.**
- **No Cost Software Upgrades: For our cloud-based system users each partner with Intrensic benefits by our commitment to constant improvement. Users of the Intrensic Digital Evidence Management System do not pay as we update or upgrade new user options to our platform.**

Other Benefits

- **Intrensic's dedication to quality, service and agency satisfaction with 24/7 support.**
- **Intrensic's responsive Help-Desk to provide technical assistance and software support.**
- **GoPro® Proven record of reliability (Over 800,000 Cameras sold worldwide in 2011 alone)**
- **Intrensic's sincere respect to provide All Public Safety Agencies a fiscally responsible solution for Body Worn, Point of View and Total Evidence Management Solutions.**



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BODY WORN CAMERA

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POINT-OF-VIEW CAMERA

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COR1700000004	Document Phase Draft	Document Description BODY WORN CAMERAS AND SaaS DATE BASED STORAGE	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS


See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ COR1700000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses 
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes at this time

Bid opening remains January 3, 2017 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

0 A pre-bid meeting will not be held prior to bid opening

Q A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

£] A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 21, 2016 at 4:00 PM EST

Submit Questions to: **Crystal Rink, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: crystal.g.rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: **Crystal Rink**
SOLICITATION NO.: **CRFQ COR1700000004**
BID OPENING DATE: **January 3, 2017**
BID OPENING TIME: **1:30 PM EST**
FAX NUMBER: **304-558-3970**

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
Q Technical
Q Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 3, 2017 at 1:30 PM EST

**Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130**

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DONOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of One(1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

• **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

• **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Q Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

Q One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

Q LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

Q MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

Q INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____
or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

• **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Q Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6. I.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Matthew J. Dugas

(Name, Title) National Director of Business Development

(Printed Name and Title) 1914 Oakridge Drive, Charleston WV 25311

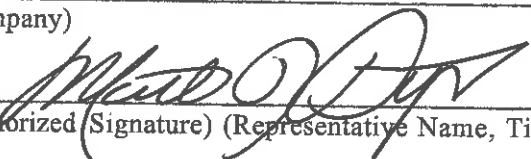
(Address) (304) 543-2606 Fax (304) 345-8075

(Phone Number) / (Fax Number) matt.dugas@intrensic.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Intrensic

(Company)


(Authorized Signature) (Representative Name, Title)
Matthew J. Dugas - National Director of Business Development

(Printed Name and Title of Authorized Representative)
January 3rd 2017

(Date)
(304) 543-2406

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR1700000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Intrensic

Company

Authorized Signature

January 30th 2017

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFO COR1700000004

Addendum 1

Q1 Why do they need 16 docking station and not less (our docking station can hold 10 cameras).

A1 Agency needs enough docking stations to hold the number of cameras purchased. At the time of specification, the only docking station that could accommodate 4 cameras.

Q2 What are the parameters needed for the Cloud Based License?

A2 Cloud based license will allow for storage of video data at a set price. Additional data storage for items that may be attached to the video file (i.e. reports, pictures, etc.) will be included in the set price.

Q3 What are the parameters needed for the Data Storage?

A3 The Agency is looking for a license that would allow for unlimited cloud-based storage of all video capture from the cameras based upon yearly licensing fee.

Q4 What is meant by SaaS Data Based Storage?

A4 See Item 2.3 of the RFQ.

Q5 Will a field trial be included as part of the evaluation in which all elements of the proposal are validated?

A5 Award will be to vendor product that meets specifications and provides lowest overall bid price.

Q6 Could the department please provide us with your selection process or steps that will be followed once vendor proposals have been submitted (i.e. Agency will rank everyone based on an objective scoring system and #1 ranked vendor will win the bid _OR_ Agency will bring in top three finalists for presentations, etc.)? Typically, we see agencies invite vendor's onsite for formal presentations and trial periods for further evaluation, however this specific process wasn't outlined in the RFP. Knowing the process and general timeline will help us align proper resources for future discussions

A6 see A5

Q7 What is the agency's expected deployment schedule over time (i.e. how many cameras will be deployed at each phase)?

A7 Agency does not currently have a set deployment schedule. Pricing, and available budget, will determine the size of initial order and timeframe for future deployments. The number of units listed on the Pricing Pages reflect our desired initial deployment numbers.

Q8 If a proposer is not able to meet a requirement currently, what is the expectation of the purchasing agency?

A8 Vendor should be capable of meeting all current requirements in order to be considered for this solicitation.

Q9 Is there a minimum deployment experience required from a proposer with regards to number of cameras and time in the field?

A9 There is not a minimum deployment experience requirement. However, pursuant to the Terms and Conditions Section 16, the Agency has the right to cancel contract immediately if product/services do not comply with specifications set forth in this solicitation, or with 30 day written notification at any time.

Q10 Does the minimum deployment requirement specifically refer to units deployed to the field as opposed to units contracted?

A10 This solicitation is to set a contract price for purchasing commodity and services. The estimated quantities on the Pricing Pages represent the Agencies initial deployment volume (dependent upon budget availability).

Q11 Does the agency require a separate prosecutor-specific software and storage system for partner agencies?

A11 At this time, the Agency is only looking for internal access to storage

Q12 Contract period is 1 yr. w/3 optional years- Is the purchasing division open to considering a 5 yr. contract with the referenced non-appropriations and cancellation language if the vendor includes hardware and software upgrades in-line with a 5 yr. term?

A12 This is the standard contract length for Purchasing contracts for the State of West Virginia.

Q13 Would the purchasing division accept a quote that clearly articulates and delineates the cost of goods and services in year 1 and subsequent years on a quote in lieu of the 'Body Cam Pricing Page'?

A13 Bid price would set contract pricing for the length of the contract. The price bid for the cameras would be held for the life of the contract, as would the price for the product licensing for the software for data storage.

Q14 Must the minimum 8 hr. battery life be available for all video quality settings in case video quality settings are adjusted by the agency over time?

A14 Agency intent is to record in SD format.

Q15 Does the agency require unlimited body worn camera storage? If so, does the agency require this for all resolutions, not just standard definition (480p)? If the agency requires SD today, will it require HD storage in the future?

A15 Agency requires unlimited body worn camera data storage for all resolutions. The current intent is to only utilize SD format.

Q16 If the agency opts for cloud storage, is it a requirement that the data is redundant across multiple geographic locations within the country?

A25 Agency would like to have a plan that includes periodic hardware upgrades. This shall be accomplished as a part of the extended warranty pricing that shall be included in bid pricing.

Q26 Should costs be FOB destination?

A26 Yes, bid price should be inclusive of freight charges.

Q27 Is a dedicated, in-house security team by the vendor required? Should there be a minimum vendor investment in security compliance each year?

A27 Vendor should maintain a security team that monitors cloud-based system for security. The vendor bares the responsibility of notifying Agency of any attempted, or successful, unauthorized access to data.

Q28 Does the agency require the vendor solution to include a native redaction capability within the software?

A28 At present, the Agency only intends to utilize the software for internal purposes. If vendor software has the capability to apply redaction, should data need to be shared externally, that feature would be useful.

Q29 Does the agency expect to have the vendors provide a demonstration/presentation on the proposed solutions? What is the expected deployment kickoff and schedule? When does the agency expect to issue a notice of award?

A29 This RFQ does not require a product demonstration/presentation. The Agency does not currently have a deployment schedule. Agency intends to issue notice of award in as short a time frame as possible.

Q30 Should data remain encrypted when it is in transit to be shared with people outside your agency? Do you still require chain of custody to be logged and within your domain of control?

A30 Data should be encrypted while stored in the cloud. At this time the Agency will only be sharing data via CD/DVD/USB storage or via internal email. The chain of custody would allow for tracking of any additions/deletions to the data.

Q31 Should the proposed solution include 24x7 security monitoring of the data storage AND the application?

A31 The proposed solution shall include 24x7 security monitoring of the data storage. If the application is web-based, the security monitoring would also apply to application.

Q32 Page 16, #14 PURCHASING CARD ACCEPTANCE. Could the City please detail the Purchasing card program? (i.e. Visa/MC, if winning bidder be required to register on a portal, payment terms, etc.)

A32 WV State Purchasing card is a VISA card.

Q33 Does the Vendor Preference Certification form need to be returned by non-qualifying vendors?

REQUEST FOR QUOTATION
CRFQ COR1700000004
Body Worn Cameras & Cloud-based Data Storage

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on the behalf of West Virginia Division of Corrections, WV Fire Commission, WV Division of Natural Resources, WV Alcohol Beverage Control Administration, to establish an open-end contract for Body Worn Cameras and Software-as-a-Service (SaaS) Data Storage Application.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1. **"Contract Items"** means the Body Worn Cameras as more fully described in these specifications.

 - 2.2. **"Contract Services"** means Cloud-based (SaaS) Data Storage as more fully described in these specifications.

 - 2.3. **"Software-as-a-Service"** (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

 - 2.4. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor shall have a minimum of 3 years of experience in supplying Body Worn Cameras to law enforcement and/or corrections industry.

 - 3.2. Vendor shall have a minimum of 3 years of experience in providing SaaS Data Storage for product.

4. **GENERAL REQUIREMENTS:**
 - 4.1. **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must

REQUEST FOR QUOTATION
CRFQ COR1700000004
Body Worn Cameras & Cloud-based Data Storage

meet or exceed the mandatory requirements as shown below.

* INTRENSIC Technical Specifications compliance detailed on separate pages attached)

4.1.1. Body Worn Camera

Items 4.1.1. Thru 5.1.3.

See Tab #3

- 4.1.1.1. Product must have ability to be securely attached to traditional law enforcement service clothing.
- 4.1.1.2. Product shall be maximum 3"W X 3.5" H X 1" D.
- 4.1.1.3. Product shall have a maximum weight of 6 ounces.
- 4.1.1.4. Product shall have a minimum field of view of 140 degrees.
- 4.1.1.5. Product shall be able to record in a minimum of 720P format.
- 4.1.1.6. Product shall have a minimum battery life of 8 hours. Battery life consists of single battery to cover a traditional shift. Products that require change of battery will not be considered.
- 4.1.1.7. Product shall be weather resistant. Temperature operating range of -4° F to 120° F.
- 4.1.1.8. Product shall be shock resistant and sustainable during drop test of 6 feet.
- 4.1.1.9. Product shall provide internal data storage capable of maintaining a minimum of 24 hours of recording prior to uploading to external data storage.
- 4.1.1.10. Product will not have wireless network capabilities or have the ability to disable wireless capabilities.
- 4.1.1.11. Device must have access control and data encryption capabilities.

4.1.2. Point-of-View Camera

- 4.1.2.1. Product shall have the ability to be securely attached to traditional service clothing, eyewear, helmets, shirt collars, or ball caps.
- 4.1.2.2. Product shall be a maximum 3.5" L X 1" H X 1" W.

REQUEST FOR QUOTATION
CRFQ COR1700000004
Body Worn Cameras & Cloud-based Data Storage

- 4.1.2.3. Product shall have a maximum weight of 4 ounces.
- 4.1.2.4. Product shall have a minimum field of view of 70 degrees.
- 4.1.2.5. Product shall be able to record in a minimum of 420i format.
- 4.1.2.6. Product shall have a minimum battery life of 4 hours.
- 4.1.2.7. Product shall be weather resistant. Temperature operating range of -4° F to 120° F.
- 4.1.2.8. Product shall be shock resistant and sustainable during drop test of 6 feet.
- 4.1.2.9. Product shall provide internal data storage capable of maintaining a minimum of 8 hours of recording prior to uploading to external data storage.
- 4.1.2.10. Product will not have wireless network capabilities or have the ability to disable wireless capabilities.
- 4.1.2.11. Device must have access control and data encryption capabilities.

4.2. Docking Station

- 4.2.1. Docking station shall be capable of attaching a minimum of four (4) cameras to allow for simultaneous charging and data uploading.
- 4.2.2. Docking station shall have Ethernet port for direct network connection for secure upload of data to storage system.

5. MANDATORY REQUIRMENTS:

5.1. Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below

5.1.1. SaaS Data Storage Application

- 5.1.1.1. **SaaS Data Storage Application** The license should include unlimited storage for body camera data.

REQUEST FOR QUOTATION
CRFQ COR1700000004
Body Worn Cameras & Cloud-based Data Storage

- 5.1.1.2. **SaaS Data Storage Application** Data Storage should provide for additional files to be updated to video storage. Pricing for storage utilized for data not collected via the body camera will be per Gigabyte of actual usage.
- 5.1.1.3. **SaaS Data Storage Application** must provide an end-to-end solution (from recording to upload and sharing) for the storage of recorded data from Body Worn and Point-of-View Cameras.
- 5.1.1.4. **SaaS Data Storage Application** must allow for upload of recorded data (video/audio files), photographs, and documents (i.e. Word documents or PDF files) with minimal technical expertise.
- 5.1.1.5. **SaaS Data Storage Application** must allow shared access by multiple Agency personnel via website access. Data must also be shareable with external personnel, such as prosecutors through independent access to website.
- 5.1.1.6. **SaaS Data Storage Application** must be configurable for data partitioning of the data, allowing for multiple Agencies to individually control access to their data.
- 5.1.1.7. **SaaS Data Storage Application** must include role-based access controls providing flexibility in managing user rights within the system. For example, providing a viewer role to a prosecutor for viewing specifically assigned files.
- 5.1.1.8. **SaaS Data Storage Application** must leverage data-in-transit and data-at-rest encryption.
- 5.1.1.9. **SaaS Data Storage Application** shall provide a "chain of custody," that will be continually updated to track changes made to data from multiple sources. The information should include the user information and actual changes noted.
- 5.1.2. **Training and Software**
 - 5.1.2.1. Vendor must provide one-time on-site training on the use of cameras, and uploading of video storage to **SaaS Data Storage Application**. The cost of training, which shall include travel and any applicable manuals, shall be included in the unit price of the

REQUEST FOR QUOTATION
CRFQ COR1700000004
Body Worn Cameras & Cloud-based Data Storage

products.

5.1.2.1.1. Camera usage training should include best practices in attachment of camera to service wear (clothing, armored vests, etc.)

5.1.2.1.2. Video storage training should include the proper method for docking camera, and steps required to upload video to cloud based storage system.

5.1.2.2. Vendor must provide maintenance and software updates, at no additional costs to the Agency.

5.1.3. Cloud Privacy and Security. Vendor must be willing to provide the FedRAMP certification or the Cloud Security Alliance (CSA) STAR Attestation, Certification, or Assessment pertaining to the cloud environment the application will be housed.

6. CONTRACT AWARD:

6.1.Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Items and Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Items and Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

6.2.Pricing Page: Vendor should complete the Pricing Page by providing unit price for body worn cameras, point-of-view cameras, and docking stations (Section A), and an annual price for license of cloud-based storage system, training, and data storage (Section B). The Total Bid Amount will be the combined total of Section A and Section B. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.L.Rink@wv.gov.

7. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract. Vendor shall perform in accordance with the release orders that may be issues against this contract.

REQUEST FOR QUOTATION
CRFQ COR 1700000004
Body Worn Cameras & Cloud-based Data Storage

8. **PAYMENT:** Agency shall pay Unit Price for cameras, mounts, docking stations, and Annual License Fee for Cloud-based Storage System service, as shown on the Pricing Pages, for all Contract Items and Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

9. VENDOR DEFAULT:

9.1. The following shall be considered a vendor default under this Contract.

- 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 9.1.2. Failure to comply with other specifications and requirements contained herein.
- 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

- 9.2.1. Immediate cancellation of the Contract.
- 9.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Matthew J. Dugas
Telephone Number: (304) 543-2406

REQUEST FOR QUOTATION
CRFQ COR 1700000004
Body Worn Cameras & Cloud-based Data Storage

Fax Number: (304) 345-8075

Email Address: MATT.DUGAS@INTRENSIC.COM

Body Worn Cameras and Cloud-based Data Storage

Section A		Estimated	Unit of	Unit Price	Equipment
Item	Description	Units	Measure		Extended Price
4.1.1	Body Camera (GoPro Hero Session Cameras)	40	Each	199.99	\$ 7,999.60
4.1.2	Point-of-view Camera (GoPro Hero Session Cameras)	6	Each	199.99	\$ 1,199.94
4.2	Docking station	16	Each	N/A	\$ -
**	Supplemental Items below Included	**		N/A	\$ -
				Total Price	\$ 9,199.54

Section B		Estimated	Unit of	Unit Price	Total Annual Price
Item	Description	Units	Measure		
5.1.1	\$40.00 / Camera / Month (Unlimited Storage) Cloud-based license (to include unlimited storage for data from camera) /cam.	46	Each	\$ 480.00	\$ 22,080.00
5.1.2	Training	1	Each	Included	\$ -
5.1.1.2	Data storage for items attached to video clip (i.e reports, transcripts, etc), per GB	1	Each	Included	\$ -
				Total Price	\$ 22,080.00

** Supplemental Items we at Intrensic include: (at no additional costs)		Units
Included	The GoPuck - Suplamental Power Pack - provides 12hr auxillary power / charger	46
Included	Water Resistant GoPro Semi-Rigid carry case (holds camera, clips, cables ect.)	46
Included	Blauer (sew-in) Body Worn Camera Uniform Patch	92
Included	2a. In-Car Camera Battery Chargers and USB Charger Cables	46
Included	(2) GoPro Mounting Options Per Camera - We provide 2 with each camera	92

Total Bid Amount (yr1)	\$ 22,080.00
Renewal Option Amount (yr2)	\$ 22,080.00
Renewal Option Amount (yr3)	\$ 22,080.00

Vendor Information	
Name/Title	Intrensic c/o Matthew Dugas - National Director of Business Development
Phone	(304) 543-2406
Fax	(304) 345-8075
Email	matt.dugas@intrensic.com



Exhibit A	CRF# COR1700000004
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* See Tab # 4
 * Also Submitted Separately

Body Worn Cameras and Cloud-based Data Storage

Section A	
<u>Item</u>	<u>Description</u>
4.1.1	Body Camera
4.1.2	Point-of-view Camera
4.2	Docking station

<u>Estimated Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
40	Each		
6	Each		
16	Each		
Total Price			

Section B	
<u>Item</u>	<u>Description</u>
5.1.1	Cloud-based license (to include unlimited storage for data from camera)
5.1.2	Training
5.1.1.2	Data storage for items attached to video clip (i.e reports, transcripts, etc), per GB

<u>Estimated Units</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Annual Price</u>
1	Each		
1	Each		
1	Each		
Total Price			

76 818 4007	
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Vendor Information	
Name/Title	
Phone	
Fax	
Email	

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 Vendor Preference, if applicable.

1. *[Handwritten initials]*

1. Application is made for 2.5% vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. *[Handwritten initials]*

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5 A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Intrensic

Signed: *[Signature]*

Date: 01/03/17

Title: Norbert Director of Business Development

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: INTRENSIS

Signed: 

Date: 01/03/17

Title: Noel Director of Business Development

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

RFQ No. CRFQ 0608
Cor 1700000004

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

DEFINITIONS:

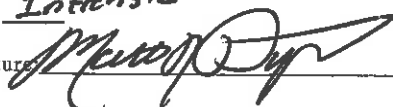
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Intensil
Authorized Signature:  Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

REQUEST FOR QUOTATION

CRFQ COR1700000004

Body Worn Cameras & Cloud-based Data Storage

**Intrensic's Technical Response in Blue*

4.1.1 Body Worn Camera

4.1.1. Product must have ability to be securely attached to traditional law enforcement service clothing

GoPro® Cameras have over 34 standard mounting options, several aftermarket mounts including canine, tactical and bicycle. plus, we are releasing a new magnetic mounting designed specifically for law enforcement uniforms that is secure, ability to tether if needed and that will not damage a uniform. No other manufacture has more mounting options available.

4.1.1.2 Product shall be maximum 3"W X 3.5" H X 1" D.

The GoPro® Hero Session Camera is physical 1" x 1" x 1" (before mounting) well within the maximum mounting size requirements

4.1.1.3. Product shall have a maximum weight of 6 ounces.

The GoPro® Hero Session weighs just 2.6 ounces (We are approximately 57% lighter than the required maximum weight listed)

4.1.1.4. Product shall have a minimum field of view of 140 degrees.

The GoPro® Hero Session has 170-degree field of view with electronically corrections to eliminate barrel distortion found on may cameras that boast this feature. (We are approximately 18% larger field of view than the minimal requirements requested)

4.1.1.5. Product shall be able to record in a minimum of 720P format.

The GoPro® Hero Session can indeed decrease its resolution to 720P our standard configuration we recommend is a full 1080p @ 30Frames Per Second (This is True HD Cinema Quality Video)

4.1.1.6. Product shall have a minimum battery life of 8 hours. Battery life consists of single battery to cover a traditional shift. Products that require change of battery will not be considered.

The GoPro® Hero Session can indeed maintain a battery life as requested for additional battery if required we also supply a supplemental battery option called a GoPuck that will quick charge or provide tethered power for an additional 12 hours of recording. Furthermore, the battery will recharge to 80% in approximately one hour and 100% in approximately 2 hours when using the GoPro® USB-compatible wall/car chargers. Stand-by power while not published have been our experience will last several weeks to a few months.

4.1.1.7 Product shall be weather resistant. Temperature operating range of - 4° F to 120° F

The GoPro® Hero Session is **“Water-Proof”** up to 30’ (we are completely watertight with no additional housings or enclosures. Our operating temperatures well exceed the minimal requirements and have documented tests of cameras being placed in liquid nitrogen for 30 seconds and still functional and after the camera shut-down and the temperature raised the camera resumed all functions as normal (no adverse effects as a result of being frozen in liquid nitrogen)

- Please Check this You-Tube Video : <https://youtu.be/JZFpJ6DnWrg>

4.1.1.8 Product shall be shock resistant and sustainable during drop test of 6 feet.

The GoPro® Hero Session Ingress Protection Rating (IP Rating): **Exceeded 24’ to hard surface**
Plus, The GoPro® Hero Session has a proven track record of ruggedness with it use in various Military applications as well as extreme sport applications.

4.1.1.9. Product shall provide internal data storage capable of maintaining a minimum of 24 hours of recording prior to uploading to external data storage.

The GoPro® Hero Session typically is set to record in 1080P using a 64gb card, if we indeed increase the card to the 128gb and decrease the resolution and frame rate you can indeed meet these requirements. Our question is why would you want to provide a body camera with the capabilities of a fixed CCTV video device. By their nature, a body worn camera is activated prior to interaction with the public and then switched to stand-by to conserve battery. By using the Body worn camera as designed we would ensure the video quality will be the highest quality and frame rate comparable to the human eye. We would request further discussion prior to configuration to this requirement. Please do not misunderstand, we can indeed meet the specifications but would question the motive of the requirement.

4.1.1.10. Product will not have wireless network capabilities or have the ability to disable wireless Capabilities.

The GoPro® Hero Session does utilize a wireless feature for set-up and configurations but we disable it and lock the function down with a secure password. This set-up configuration password is given to the agency administrator if needed to change any confirmation settings after the device is delivered. Configurations are always assessed by our team and confirmed prior to set-up and delivery by Intrensic.

4.1.1.11. Device must have access control and data encryption capabilities.

The GoPro® Hero Session does indeed encrypt and compress all data prior to transferring to the Intrensic Evidence on Cloud (DEMS) We use 2048 bit SSL certificate in Transit. While at rest we use AES-256 to encrypt the files in the cloud

4.1.2. Point-of-View Camera

4.1.2.1. Product shall have the ability to be securely attached to traditional service clothing, eyewear, helmets, shirt collars, or ball caps.

GoPro® Cameras have over 34 standard mounting options, several aftermarket mounts including canine, tactical, ballcap and bicycle. plus, we are releasing a new magnetic mounting designed specifically for law enforcement uniforms that is secure, ability to tether if needed and that will not damage a uniform. While we currently find no need to move to eyewear or shirt collars that may interfere or be easily knocked off during any physical confrontation we do indeed offer other options including "Molle" (tactile mount used on many tactical and military vests), NVG (Night Vision Goggle) mounting plates, long rifle and tactical rifle mounts again, our position in the market, is that no other manufacture has more mounting options available than GoPRO®.

4.1.2.2. Product shall be a maximum 3.5" LX 1" H X 1" W.

The GoPro® Hero Session Camera is physical 1" x 1" x 1" (before mounting) well within the maximum mounting size requirements.

4.1.2.3. Product shall have a maximum weight of 4 ounces.

The GoPro® Hero Session weighs just 2.6 ounces (We are approximately 35% lighter than the required maximum weight listed)

4.1.2.4. Product shall have a minimum field of view of 70 degrees.

The GoPro® Hero Session has **170-degree field** of view with electronically corrections to eliminate barrel distortion found on many cameras that boast this feature. (We are more than double the minimal field of view minimal requirements) while this was a minimal we would encourage you to consider the expanded field of view as a standard to any point-of-view camera that should indeed be required to replicate the view of the human eye.

4.1.2.5. Product shall be able to record in a minimum of 420i format.

The GoPro® Hero Session can indeed decrease its resolution to meet 420i but, our standard configuration we recommend is a recording a full 1080p @ 30Frames Per Second (True HD Cinema Quality Video) – the GoPro 1080p @ 30FPS far surpasses the minimal requirements

4.1.2.6 Product shall have a minimum battery life of 4 hours.

The GoPro® Hero Session can indeed maintain a battery life as requested for additional battery if required we also supply a supplemental battery option called a GoPuck that will quick charge or provide tethered power for an additional 12 hours of recording. Furthermore, the battery will recharge to 80% in approximately one hour and 100% in approximately 2 hours when using the GoPro® USB-compatible wall/car chargers. Stand-by power while not published have been our experience will last several weeks to a few months.

4.1.2.7 Product shall be weather resistant. Temperature operating range of -4° F to 120° F

The GoPro® Hero Session is “**Water-Proof**” up to 30’ (we are completely watertight with no additional housings or enclosures. Our operating temperatures well exceed the minimal requirements and have documented tests of cameras being placed in liquid nitrogen for 30 seconds and still functional and after the camera shut-down and the temperature raised the camera resumed all functions as normal (no adverse effects as a result of being frozen in liquid nitrogen)

- Please Check this You-Tube Video : <https://youtu.be/JZFpJ6DnWrg>

4.1.2.8. Product shall be shock resistant and sustainable during drop test of 6 feet.

The GoPro® Hero Session Ingress Protection Rating (IP Rating): **Exceeded 24’ to hard surface** Plus, The GoPro® Hero Session has a proven track record of ruggedness with its use in various Military applications as well as extreme sport applications.

4.1.2.9. Product shall provide internal data storage capable of maintaining a minimum of 8 hours of recording prior to uploading to external data storage.

The GoPro® Hero Session typically is set to record in 1080P using a 64gb card, if we indeed increase the card to the 128gb and decrease the resolution and frame rate you can indeed meet these requirements. As mentioned above, our question is why would you want to provide a point of view camera with the capabilities of a fixed CCTV video device. By their nature, a point of view camera is activated prior to interaction with the public and then switched to stand-by to conserve battery. By using the point of view camera as designed we would ensure the video quality will be the highest quality and frame rate comparable to the human eye. We would request further discussion prior to configuration to this requirement. Please do not misunderstand, we can indeed meet the specifications but would question the motive of the requirement.

4.1.2.10 Product will not have wireless network capabilities or have the ability to disable wireless capabilities.

The GoPro® Hero Session does utilize a wireless feature for set-up and configurations but we disable it and lock the function down with a secure password. This set-up configuration password is given to the agency administrator if needed to change any confirmation settings after the devices is delivered. Configurations are always assessed by our team and confirmed prior to set-up and delivery by Intrensic.

4.1.2.11 Device must have access control and data encryption capabilities.

The GoPro® Hero Session does indeed encrypt and compress all data prior to transferring to the Intrensic Evidence on Cloud (DEMS) We use 2048 bit SSL certificate in Transit. While at rest we use AES-256 to encrypt the files in the cloud.

Intrensic and Intrensic Cloud are secure by default. Only the bucket and object owners originally have access to the cloud resources they create. Intrensic Cloud supports user authentication to control access to data. You can use access control mechanisms such as bucket policies and Access Control Lists (ACLs) to selectively grant permissions to users and groups of users. You can securely upload/download your videos to the cloud via SSL endpoints using the HTTPS protocol. The system utilizes Server Side Encryption (SSE) option or the Server Side Encryption with Customer-Provide Keys (SSE-C) option to encrypt data stored-at-rest. Intrensic Cloud provides the encryption technology for both SSE and SSE-C. Alternatively you can use your own encryption libraries to encrypt data before storing it in the Intrensic Cloud.

4.2. Docking Station

- 4.2.1. Docking station shall be capable of attaching a minimum of four (4) cameras to allow for simultaneous charging and data uploading**
- 4.2.2. Docking station shall have Ethernet port for direct network connection for secure upload of data to storage system.**

Our Position on Docking Stations:

With our Intrensic solution from the start, we have eliminated the need to assign cameras specifically to an individual officer. We feel it is important to be versatile that any camera can be purposed in any configuration when needed. With our approach, we have developed our platform for the officer to sign-in to our uploader client make any case notes or descriptions, case numbers and a drop down category from your customized category/retention list etc. then to be able to push their video up to our evidence system at multiple times of the day either from a patrol car with internet access or a PC located at the department. Our secure compression also allows this function can be performed once or multiple times in a shift from their patrol vehicle or any PC with the installed Intrensic camera client. This we feel eliminates any need for a docking station. Some Agencies elect that the GoPro Hero Camera can be kept in the patrol vehicle just the same as how many agencies handle their MDT (Mobile Data Terminals). Finally, we believe the human element must be considered in that an officer working a 10 to 12hr shift should not be required to have to dock a camera and wait for an upload then, have to go back on that video on the storage system and categorize it or make field notes in a second procedure. Another consideration is bandwidth, during a period where multiple cameras are docked at one time it could have the potential to over burden the network bandwidth many systems assume there is no limits to an agencies bandwidth.

Finally, there is the cost of each docking station. All docking-stations are camera specific and can cost over \$ 1,000. Per docking station. Our Approach is a simple USB cable furnished with every camera. If needed for any reason and individual replacement cables are less than \$5.00 ea. We have seen many departments enter contracts on cameras they believed were affordable to their agency only to face these additional ancillary costs the no one foresaw or expected after the fact. We take that burden out of the program and give you back the control of your body worn camera program.

5. MANDATORY REQUIRMENTS:

5.1. **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below

5.1.1. SaaS Data Storage Application

5.1.1.1. SaaS Data Storage Application The license should include unlimited storage for body camera data.

Intrensic Evidence-On-Cloud is a modern cloud based solution for archiving, cataloging, and accessing video files generated from GoPro® camera technology. The system facilitates all features and processes that are requested by most agencies and gives high attention to security and traceability.

Evidence-On-Cloud is a true cloud solution which is designed to have high availability and to be ultra-scalable such that it can handle the highest bursts of data or usage. Capacity is unlimited on the cloud.

Your data is always secured in accordance with CJIS compliance and accessible through the Intrensic Evidence on Cloud software. **Unlimited storage is part of our total Evidence on Cloud storage package**

5.1.1.2. SaaS Data Storage Application Data Storage should provide for additional files to be updated to video storage. Pricing for storage utilized for data not collected via the body camera will be per Gigabyte of actual usage.

Intrensic Evidence-On-Cloud package includes a simple “drag-and-drop” to add external evidence such as external JPG’s, PDFs from RMS Systems or many other file formats. What we have provided is this service is supplied with your Intrensic Evidence on Cloud System at **No Additional Expense**. We do have a global 2mb per single file cap as we do not compress these files and this was how we felt best to calculate our storage projections but this is something that is negotiable and customizable if you require higher limits.

5.1.1.3. SaaS Data Storage Application must provide an end-to-end solution (from recording to upload and sharing) for the storage of recorded data from Body Worn and Point-of-View Cameras.

Our File Uploader:

Uploading of the captured videos on the GoPro camera is performed through the file uploader application, which can be downloaded from the Intrensic web app. This application can be installed on any PC with Windows 7 or higher operating system with sufficient free hard drive to accommodate video transfer.

After the installation, it stays dormant in the tray bar waiting for a GoPro camera to be connected to the PC. At that point, it pops up and asks for the officers/deputies' email and password thus associating the videos with the authenticated user.

The app has a primary function to securely upload the files to cloud, but it does so with regards to the user time. We minimize the time used in the app, by only asking the user to be present which the file transfer is happening between the camera and the computer. Afterwards, we inform them to disconnect the cable and proceed with their normal work.

It is at that point, that Intrensic compresses, stamps, and uploads the files to the cloud in a background process that requires no interaction from the user. They are offered a progress bar of the processes if they choose to see it.

The Secure Web Application:

The main client of the Intrensic system is a web application that is accessible through any modern web browser. Users from any operating system can use their native browsers and as such access the system from any location. The system authenticates them, and depending on their credentials shows the relevant parts of the system where the user has access.

The web app allows easy management of users, with fine control over their access level and the sharing options. Not all users can or should have access to all parts of the system, and the access level or role is the controlling mechanism.

Secure File Management:

File listing and overview is done through the web app. Powerful search capabilities allow users to find the required files in only few clicks. The querying mechanism allows filtering and ordering by many parameters and the system ensures that the users are presented with files which they are authorized to see.

After locating the file, the details page allows going deeper into all field and records that are available to the file. The page is structured as such that it allows easy glance over the fields, preview of the file and access into all the feature that are available. Here the users can download the file, and its audit log. There is also opportunity for users to comment and discuss on the file comment section.

File Sharing:

File sharing is a feature available from the file details page on the web app. Sharing is performed by entering the emails of the users which should receive the files, accompanied with a message from the sender and authenticated with a dual system of email and SMS confirmation.

The receivers of the files, are either part of the Intrensic system, or a new user which are required to register and validate themselves. The registration process is performed by asking the users for their mobile number, where the system sends an SMS message with a random code. It is this code that allows completion of the registration process, as it is only after validation of the user phone number that we can be sure that the user is linked with a real person. Any access of the shared files is registered in the audit log with the name, action and IP address. There is no additional cost for file sharing with our platform.

Case and Case Sharing:

Evidence on Cloud allows users to create Cases which can be used by in-house, or external users to conduct case management and group files that are part of a same incident. The Case is a utility that serves as a container of the files and folders just as they would have it in a real cluster. The users can comment on the Case, and discuss any of the included files. There is no additional cost for case sharing with our platform.

Security:

Given the nature of the system, all and any interaction with the system is logged into the database accompanied by the user performing the action as well as their device and IP address. This is then available for review in the audit log which is a PDF document which contains all relevant information about a file and any interaction that has happened with it.

5.1.1.4. SaaS Data Storage Application must allow for upload of recorded data (video/audio files), photographs, and documents (i.e. Word documents or PDF files) with minimal technical expertise.

Intrensic Evidence-On-Cloud package includes a simple “**drag-and-drop**” to add external evidence such as external JPG’s, PDFs from RMS Systems or many other file formats. What we have provided is this service is supplied with your Intrensic Evidence on Cloud System at **No Additional Expense**. This evidence can later be shared individually or be added with other files and video to produce a case. Then, This one item “the Case” can be shared over our cloud system. Limitations to View or View and Download are at the agencies discretion and every piece of evidence has it’s individual chain of evidence to document any action. This Audit log includes the user, time, date, IP address of the machine used for the process.

5.1.1.5. SaaS Data Storage Application must allow shared access by multiple Agency personnel via website access. Data must also be shareable with external personnel, such as prosecutors through independent access to website.

Accessibility is determined by chain-of-authority policy of the respective agency and various levels of permissions can be set and changed by administrative users granted in accordance with that policy. A comprehensive audit trail report exists for every piece of evidence.

Intrensic provides Unlimited File sharing at no additional costs. This a feature available from the file details page on the web app. Sharing is performed by entering the emails of the users which should receive the files, accompanied with a message from the sender.

The receivers of the files, are either part of the Intrensic system, or a new user which are required to register and validate themselves. The “dual authentication” registration process is performed by asking the users for their mobile number, where the system sends an SMS message with a random code. It is this code that allows completion of the registration process, as it is only after validation of the user phone number that we can be sure that the user is linked with a real person. Any access of the shared files is registered in the audit log with the name, action and IP address. Furthermore the agency can grant authority to either view only or view and download but the recipient (actions are audited) then, we also give the agency the ability to limit the number of days the files or cases will be available to be accessed.

5.1.1.6. SaaS Data Storage Application must be configurable for data partitioning of the data, allowing for multiple Agencies to individually control access to their data.

Intrensic Evidence-On-Cloud is a modern cloud based solution for archiving, cataloging, and accessing video files generated from GoPro® camera technology.

The system facilitates all features and processes that are requested in that all data is secured and partitioned for multiple agencies. Multiple agencies are completely segregated by their exclusive process and policies. Each agency can customize their individual retention policies, user privileges and chain of command. Our System was designed to provide the end-user the maximum amount of customization for each agency with the minimal amount of effort.

We here at Intrensic, as a Software Developer are constantly improving our product (Our Evidence on Cloud Systems) with that every end user benefits by the updates. Many updates to our system are as a direct result of feedback from our users. We value each Intrensic Partner that provides input to make the systems better and best of all each upgrade is a free upgrade to benefit each and every end user.

5.1.1.7. SaaS Data Storage Application must include role-based access controls providing flexibility in managing user rights within the system. For example, providing a viewer role to a prosecutor for viewing specifically assigned files.

With the Intrensic Evidence on Cloud System we have internal users to our platform that have segregated authority and viewing based on our exclusive chain-of-command (org chart) by simply assigning a "reports to" to each user. This upgrade was a direct result of an agency that found every system on the market had a very linear chain of command. With the Intrensic System we expanded to be a true chain of command of file viewing. What this means to an agency is that possibly a day-shift command would not have the ability to view night shift videos but their command would be able to see both shift command as well as officers/deputies below them. We have further authorities built into each user assigned by the system administrator and can be changed if needed.

Prosecutors are considered external users, with the Intrensic System they have no permanent rights or privileges. Each individual File or Case shared with external users have specific access rights (viewing or viewing and downloading) and the duration the file in days can be accessed each are assigned case-by-case by the user that is sharing the video.

All Evidence shared both internally and externally are completely monitored and tracked in our chain of evidence log. The chain of evidence log will log users, time, dates, events, and IP addresses or devices used to access any the evidence. Evidence can never be altered or deleted all is completely secure at all time in our process

5.1.1.8. SaaS Data Storage Application must leverage data-in-transit and data-at-rest encryption.

Intrensic and Intrensic Cloud are secure by default. Only the bucket and object owners originally have access to the cloud resources they create. Intrensic Cloud supports user authentication to control access to data. You can use access control mechanisms such as bucket policies and Access Control Lists (ACLs) to selectively grant permissions to users and groups of users. You can securely upload/download your videos to the cloud via SSL endpoints using the HTTPS protocol. The system utilizes Server Side Encryption (SSE) option or the Server Side Encryption with Customer-Provide Keys (SSE-C) option to encrypt data stored-at-rest. Intrensic Cloud provides the encryption technology for both SSE and SSE-C. Alternatively you can use your own encryption libraries to encrypt data before storing it in the Intrensic Cloud.

5.1.1.9. SaaS Data Storage Application shall provide a "chain of custody," that will be continually updated to track changes made to data from multiple sources. The information should include the user information and actual changes noted.

Given the nature of the system, all and any interaction with the system is logged into the database accompanied by the user performing the action as well as their device and IP address. This comprehensive chain of custody is then available for review in the audit log which is a PDF document which contains all relevant information about a file and any interaction that has happened with it.

*We have attached a copy of our "chain of custody" log in the appendix for your review.

5.1.2. Training and Software

5.1.2.1. Vendor must provide one-time on-site training on the use of cameras, and uploading of video storage to SaaS Data Storage Application. The cost of training, which shall include travel and any applicable manuals, shall be included in the unit price of the products.

Most importantly, Intrensic will provide complete and thorough the training and support. We include this with every partner and do not limit it to a "day" or "event" but as needed. If any of our partners feel that we need to spend multiple days to be there for shift changes, we will provide that support at no additional expense. All manuals, supplies and support are completely included. Our intention to perform the most complete initial training (at our expense) to reduce our user support after they leave. But, if needed supplemental training requested after the initial deployment is negotiable at a reasonable travel and expense costs.

5.1.2.1.1. Camera usage training should include best practices in attachment of camera to service wear (clothing, armored vests, etc.)

Intrensic does provide as part of their roll-out typically two mounting solutions included with every GoPro Hero Session camera that are customized prior to roll-out in week three of the deployment process. We will indeed meet with your team, determine from the 34 mounting options what would work best for the department and include them at no additional costs at the time of deployment. We have also partnered with Blauer Uniform Company for a sew-in patch for the GoPro Camera that can be sewn on uniforms or carrier (outer vests) that provides the most reliable camera mount on the market. Blauer patches are included (2 per officer) with each deployment at no additional expense. We recognize that seasons change, officers go from dress uniforms, BDUs, tactile and outerwear that there is no one mount that fits all. We are constantly improving our mounting options and February 2017 will introduce our revolutionary magnetic mount to provide more mounting variables to every officer.

5.1.2.1.2. Video storage training should include the proper method for docking camera, and steps required to upload video to cloud based storage system.

Yes, indeed all uploading process are included in our training, be it “train-the trainer” or some agencies prefer we attend roll-call and train each officer in a group at that time. This is a part of our roll-out process and is included with our deployment package.

5.1.2.2. Vendor must provide maintenance and software updates, at no additional costs to the Agency.

The Intrensic system, evidence uploader is authenticated by a user log-in all updates can be uploaded thru the MDT the Client will update all firmware updates to the camera, adjust the time and date (for daylight savings time) and provide any uploading enhancements to our application. We are very proud of our development and proudly offer these updates free as part of the user program.

Our Web-Application is constantly in development with input from our users. Our partnership helps Intrensic provide a user designed system that we proudly offer to each end-user as the upgrades are tested and deployed. All Evidence on Cloud Users are partners in providing the best solution and all benefit from these enhancements at no additional costs.

5.1.3. Cloud Privacy and Security. Vendor must be willing to provide the FedRAMP certification or the Cloud Security Alliance (CSA) STAR Attestation, Certification, or Assessment pertaining to the cloud environment the application will be housed.

Our Intrensic Evidence on Cloud System utilizes either Amazon AWS or Microsoft Azure Clouds if your department has a preference we can provide either services. With that Intrensic compliance as pulled from either services information as follows:

Amazon AWS: “We are delighted to announce that AWS GovCloud (US) has received an Agency Authority to Operate (ATO) from the US Department of Health and Human Services (HHS) in compliance with the Federal Risk and Authorization Management Program (FedRAMPSM). FedRAMP is a U.S. government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.”

Microsoft Azure: “FedRAMP confirmed that Azure Government was one of the cloud service providers selected to participate in the FedRAMP High Pilot to build the High Impact Baseline, and that we have received a High Impact Provisional Authority to Operate (P-ATO) signature for our Azure Government environment. This is the highest impact level for FedRAMP accreditation. Microsoft remains committed to delivering the most complete, trusted cloud platform to customers. This accreditation helps demonstrate our differentiated ability to support the unique needs of government agencies as they transition to the cloud.”

Exhibit A

CRFQ COR 1700000004

Dated: 01-03-2017

Body Worn Cameras and Cloud-based Data Storage

Section A		Estimated Units	Unit of Measure	Unit Price	Equipment Extended Price
Item	Description				
4.1.1	Body Camera (GoPro Hero Session Cameras)	40	Each	199.99	\$ 7,999.60
4.1.2	Point-of-view Camera (GoPro Hero Session Cameras)	6	Each	199.99	\$ 1,199.94
4.2	Docking station	16	Each	N/A	\$ -
**	Supplemental Items below Included	**		N/A	\$ -
				Total Price	\$ 9,199.54

Section B		Estimated Units	Unit of Measure	Unit Price	Total Annual Price
Item	Description				
5.1.1	Cloud-based license (to include unlimited storage for data from camera) /cam. \$40.00 /Camera /Month (Unlimited Storage)	46	Each	\$ 480.00	\$ 22,080.00
5.1.2	Training	1	Each	Included	\$ -
5.1.1.2	Data storage for items attached to video clip (i.e reports, transcripts, etc), per GB	1	Each	Included	\$ -
				Total Price	\$ 22,080.00

** Supplemental Items we at Intrensic include: (at no additional costs)		Units
Included	The GoPuck - Suplamental Power Pack - provides 12hr auxillary power / charger	46
Included	Water Resistant GoPro Semi-Rigid carry case (holds camera, clips, cables ect.)	46
Included	Blauer (sew-in) Body Worn Camera Uniform Patch	92
Included	2a. In-Car Camera Battery Chargers and USB Charger Cables	46
Included	(2) GoPro Mounting Options Per Camera - We provide 2 with each camera	92

Total Bid Amount (yr1)	\$ 22,080.00
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Renewal Option Amount (yr2)	\$ 22,080.00
Renewal Option Amount (yr3)	\$ 22,080.00

Vendor Information	
Name/Title	Intrensic c/o Matthew Dugas - National Director of Business Development
Phone	(304) 543-2406
Fax	(304) 345-8075
Email	matt.dugas@intrensic.com



Appendix: *Sample PDF* (Chain of Evidence Document)

intrensic		Evidence Audit Trail	
File Information			
ID	Downtown Raleigh	Recorded on	7/20/2016 10:20 AM
Title	GOPRO181.MP4	Uploaded on	7/21/2016 9:40 AM
Original name	GOPRO181.MP4	Created by	Jeff Kerr (29706)
Source Information			
Name	HERO4 Session	Type	GoPro
Serial number	C3141325E63798	Model	HERO4 Session
File audit trail			
#	Performed on	Performed by	Activity
1	7/20/2016 10:20 AM	Jeff Kerr (29706)	File has been created from 12.222.128.195 IP Address
2	7/21/2016 9:40 AM	Jeff Kerr (29706)	File has been uploaded from 12.222.128.195 IP Address
3	7/21/2016 9:46 AM	Jeff Kerr (29706)	File has been viewed from 12.222.128.195 IP Address
4	7/21/2016 9:47 AM	Jeff Kerr (29706)	File has been shared with Matthew Dugas (A123-01) from 12.222.128.195 IP Address
5	7/21/2016 9:48 AM	Matthew Dugas (A123-01)	File has been viewed from 12.222.128.196 IP Address
6	7/21/2016 9:49 AM	Jeff Kerr (29706)	File has been added to case from 12.222.128.195 IP Address
7	7/21/2016 10:12 AM	Jeff Kerr (29706)	File has been viewed from 12.222.128.195 IP Address
8	7/21/2016 10:12 AM	Jeff Kerr (29706)	File has been viewed from 12.222.128.195 IP Address
9	7/21/2016 10:13 AM	Jeff Kerr (29706)	File has been viewed from 12.222.128.195 IP Address
10	7/21/2016 11:50 AM	Matthew Dugas (A123-01)	File has been viewed from 64.28.198.199 IP Address

Document generated on 12/29/2016 11:07 AM
 by Matthew Dugas (A123-01) from Intrensic Police Dept.

Appendix "B" GoPro® HERO4 Session: Technical Specs

- Camera Weight: 2.6oz (74g)
- 1080p SuperView Ultra Wide - 170 degree view
- Video Format: H.264 codec, .mp4 file format
- Auto Low Light: Automatically adjusts frame rates according to lighting conditions for enhanced low-light performance. Frame rates are adjusted in medium- and low-light conditions. Playback occurs at the selected resolution and frame rate.
- 8MP (Default) Resolution/ Wide Field of View/ 3264x2448 Screen Resolution
- Protune™ Advanced Video Capture Settings
- Spot Meter: Automatically sets the exposure based on a single spot in the middle of the image
- Ultra sharp image quality with all-glass lens
- Ultra wide-angle field of view with reduced distortion
- Battery & Charging
 - Rechargeable lithium-ion battery
 - Rated at 1000mAh, 3.8V, 3.23Wh
 - Integrated with camera
- Audio
 - Format: 32kHz sampling rate, AAC compression
 - AGC (automatic gain control)
 - Internal mic: Mono x 2
 - External mic: Not supported
- Ports
 - Micro USB
 - Charging Battery
 - Using external power during recording
 - Connecting to a computer for upload on Intrensic software/Evidence on the Cloud
 - microSD
 - Memory Card
- Storage
 - microSD memory card with at least a Class 10 or UHS-I rating required
 - Up to 128GB capacity supported
 - Record times vary with resolutions and frame rates
- Battery
 - With the GO PUCK 5X ultra lightweight charger – HERO4 Session can last up to 12 hours

The GoPro® HERO Session captures 1080p60 and 720p120 video with lifelike clarity, plus 8 megapixels (MP) photos at a staggering 30 frames per second. Regardless of a police Officers movement or environmental conditions, the image quality of the HERO4 Session is unsurpassed.

QuikCapture, allows law enforcement professionals to power on the camera and start recording with the press of a single button.

The GoPro® HERO Session is durable and waterproof to 33' (10m), eliminating the need for a separate housing. Its convenient, ready-to-go design makes it easy to deploy in law enforcement departments.

World's Robust Video

HERO4 Session features SuperView™, a GoPro-exclusive video mode that captures the world's most immersive wide-angle field of view. It allows police officers to capture a full 170 Degree view- resulting in excellent point-of video footage for evidentiary purposes.

Auto Low Light Mode

Auto Low Light mode intelligently changes frame rates based on lighting conditions for optimal low-light performance, enabling police officers to move between bright and dark environments without having to adjust their camera settings.

Impressive Audio Performance

The GoPro® HERO Session features two microphones: one on the front of the camera and one on the back. No matter the conditions, the camera automatically switches to the mic that's best-suited for capturing optimal audio (Allowing for reduced wind noise and enhanced audio capture).

Appendix "C" Intrensic Evidence on Cloud System (DEMS)

Intrensic File Management Software System

Basic System Design Criteria :

- Unique User Accounts
- Admin Defined Security Groups
- Admin Defined Granular Security Rights
- Chain of Custody/Event logs
 - Date and Time Stamp
 - Officer ID Stamp
- USB Cable Connection Type
- User Defined File Retention with Automatic Purge Based on Event Type and Associated Retention Period (Ex. 60, 90, 120 days)
- Searchable Fields including User, Date, Report, Case Number
- Ability to Scrub (Fast Forward/Rewind) Video During Playback (Files are Broken Down in 2GB Files)
- Ability to Bookmark/Annotate Files
- Non-Proprietary Integration
- Download to Storage – Ability to Create DVD, Flash, etc. copy directly from back office
- File Tagging and Transfer System
 - USB, SD - Direct Connection to Upload Station at Police Sub-Station
 - USB, SD – Direction Connection to in-car equipment



Sample Video Quality: (captured image from video clip)



Sample Video (Daylight Conditions)



Sample Video (Night Stop – Flashlight Illumination Only)



Sample Video (Close Focus with a high back-lighting condition)

BODY WORN CAMERA MOUNT

Body Worn Camera Mount

Body Worn Camera - CH100 - Blauer

Download Page as PDF

BLAUER NEW YEAR'S SALE

W/ GREAT DEAL EVERY DAY

CLICK HERE

STYLE #: CH100 - BODY WORN CAMERA MOUNT COLOR: BLACK
SIZE: ONE SIZE LENGTH: REG

COLOR:



SIZE:

ONE SIZE

LENGTH:

REG

At Intrensic WE INCLUDE (2) Sew-In Body Worn Camera Mounts with Every Camera.

These can be sewn into a uniform, jacket or carrier vest if the rigid mounting option is desired.

We have 34 Mounting options but, many departments require a "hold-fast" mount. WE INCLUDE IT AT NO ADDITIONAL COST

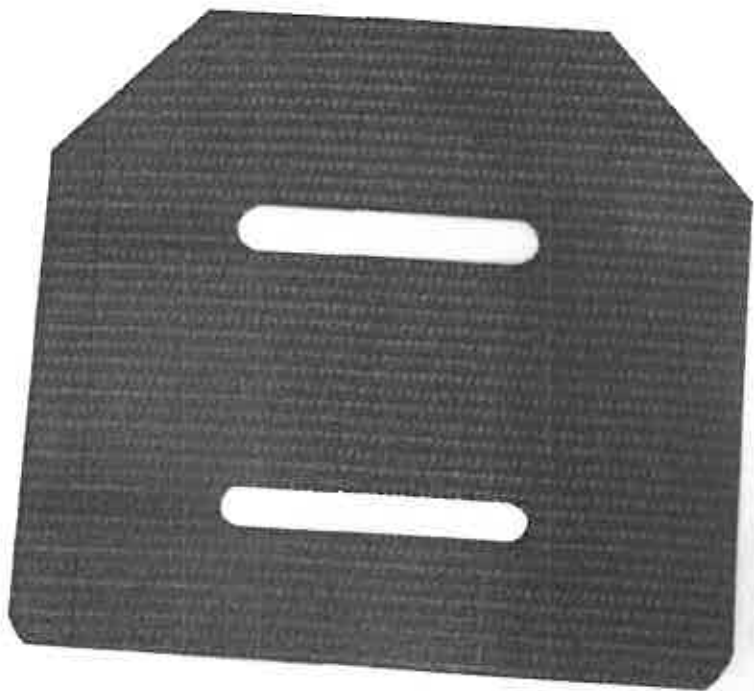
COMPARE

Purchase Qty: 1

In Stock

U.S. MSRP \$3.09

ADD TO CART

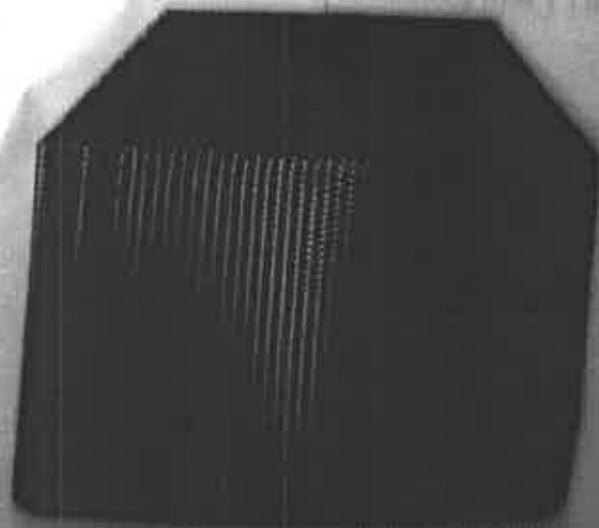


DETAILS

The problem of where to mount a body worn camera has now been solved by Blauer. This universal body camera mount is constructed of durable, heavy-duty nylon webbing, with 1" wide laser-cut and sealed mounting slots tested to accomodate a wide variety of body worn cameras on the market today. Simply sew in place wherever you would like on the front of your garment, and you are instantly ready to securely mount your police body worn camera system.

- Laser-cut edges are sealed to prevent unraveling
- Tough, durable nylon webbing will hold up to real world use
- 1" wide slots allow for easy attachment of your police body worn camera
- Sew in place anywhere on the front of your garment

Imported



Security and Durability

Intrensic offers the best body worn video technology with GoPro and a solid storage solution designed for law enforcement, at a cost agencies can afford. We have catered our solution so that there are no surprises with the hardware durability or cost of storage.



Secure Download

Our solution is designed to allow users to download and validate videos. Every video has a unique audit trail to properly document all activities associated with the file.



Now every police officer can have the highest video and image quality, even in low-light resolution, and with a SuperView® wide angle capabilities.

HERO4
SESSION



Intrinsic Features

- Innovative archiving platform
- Local and cloud storage
- Intuitive upload & download
- CJIS compliant server environment
- Easy setup and installation
- Validates file upon download
- Fast archive search
- Server audit log tracks changes
- Scalable for all organizations



intrensic

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contact@intrensic.com

www.intrensic.com

 **intrensic**

GoPro
Be a HERO.

**THE MOST ADVANCED VIDEO
CAPTURE AND EVIDENCE
MANAGEMENT PLATFORM
FOR LAW ENFORCEMENT**

www.intrensic.com

Intrensic™ and GoPro® have partnered to bring the world's most advanced body worn camera technology together with our solid, secure archiving storage platform. GoPro cameras offer the highest quality video image capture on the market. Intrensic® software provides a secure cloud-based data management solution with our Evidence on Cloud™ storage capabilities.

**High-performance capture.
Touch-display convenience.**

Features 1080p60 and 720p120 video, 12MP photos up to 30 frames per second, built-in Wi-Fi and Bluetooth, and Protune for photos and video. Waterproof to 131' (40m)



GoPro is the only body worn camera on the market that will allow officers to capture full super-wide 170° video images. This is especially important in law enforcement as capturing the entire field of view is critical in accurately documenting police encounters.

Hero 4 Session

HERO4 Session packs the power of GoPro into our smallest, lightest, most convenient camera yet - featuring a rugged and waterproof design, easy one-button control, 1080p60 video and 8MP photos.

**HERO4
SESSION**



What are the most important features on an officer-worn camera system?

