

**ORIGINAL**

# ZUERCHER

## Response to Records Management System (RMS) RFP #0612 DPS1700000001

**West Virginia  
State Police**



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09/06/16 08:27:02  
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\_\_\_\_\_  
Blake Clark, CFO

August 4, 2016  
Date

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### Non-Disclosure

This confidential document has been prepared by the sales division of Zuercher Technologies and contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of Zuercher Technologies.

## Attachment A: Vendor Response Sheet

*Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.*

### Section 4, Subsection 4.4 Project goals and objectives

#### 4.4 Project and Goals: The project goals and objectives are:

To develop and provide a Records Management System (RMS) to the WVSP. The key goals of the project will be:

- a) Replace the system currently being used with an off-the-shelf solution and convert the data into the new system
- b) Deliver a fully-integrated case management system on time and within budget.
- c) Achieve sufficient knowledge transfer through training to all staff to be capable of and confident in using the new system.
- d) Provide a technologically sound platform for expansion of information services into the future.
- e) Establish a long term maintenance and support contract.
- f) Successfully implement the system with minimal disruption to users and operations.
- g) Must be able to interface into our Zuercher NIBRS reporting system.

#### Vendor Response:

- a) Zuercher Technologies has worked tirelessly to improve and expand Zuercher Suite into the superior solution it is today. The company believes it can not only meet, but exceed, the WVSP's needs with its unique solution, Zuercher Suite. Zuercher Suite is an off-the-shelf, truly integrated public safety software solution, built from the ground up as one application, with one database, from one vendor.

Zuercher Technologies has performed data conversions on legacy systems which ranged from those which had no internal referential integrity to highly complex systems which required that many different records be linked or combined in the course of conversion. In addition to converting the data stored within database or flat-file systems, Zuercher Technologies also migrates attached file objects (such as the digital evidence files which pertain to property/evidence records) ensuring that the files are correctly linked to the appropriate records within Zuercher Suite after the conversion.

The Project Manager reviews with the agency what data is important to convert and monitors the overall process to ensure timely completion. Agency personnel will be trained in building the necessary data maps to show how data from the old system should be placed into the new system. Zuercher Technologies' data conversion analysts, based on these data maps, will then write automated procedures that convert the data using a proprietary data conversion tool. Finally, the data conversion analysts will work with the agency personnel to verify that data has been converted accurately. Because this is all done before the system goes live, any questions or challenges along the way can be addressed and solved, preventing avoidable downtime after implementation.

- b) Zuercher prides itself on delivering fully-integrated solutions on time and within budget. Zuercher Technologies' Records module is a records management system that consolidates and automates records processing for public safety agencies. It organizes everything from case reports, to citations, to investigative leads in an easy-to-use fashion. Master indices—names, addresses, and vehicles—form the backbone of Records. Search for a name just once to find not only demographic information but also every record in the system involving that individual. Records provides a smooth workflow for case reporting and approval.

Based on Zuercher's understanding of WVSP's needs, Zuercher is including the following Records modules in the price quote for 75 users:

- Cases
    - Workflow
    - Offenses/Charges
    - Involvements
    - Property/Evidence
    - Digital Evidence
    - Scanned Documents
    - State Reporting (NIBRS)
  - Citations
  - Warnings
  - Field Identifications
  - Investigative Leads
  - Intelligence Cases
- c) All of the Zuercher Technologies' training options provide hands-on use of the software with real-world examples. This means that when the Go Live date arrives, users are well-prepared to begin using the new software. The training plan will be customized for the agency, taking into consideration the Zuercher Suite products and modules which are part of the project, included interfaces, the agencies and facilities which are involved, and many more factors.

All Zuercher training sessions are led by Implementation Analysts or Product Managers. Analysts and Product Managers have thorough software and industry knowledge specific to the WVSP (after having previously completed the detailed walkthrough which is part of the Business Practice Review).

Zuercher Technologies' trainers and support representatives also frequently hold web-based meetings. These meetings introduce system administrators or other agency personnel to new features and configuration options and how they can benefit each individual agency. This service is offered as part of the on-going maintenance and is free of charge.

Each year, Zuercher Technologies hosts a user conference for clients. The conference offers an in-depth look at many of the Zuercher Suite products, training, product features and how features can be applied. It is also a great opportunity for people to meet other users to exchange ideas and best practices.

- d) Zuercher's developers have taken, and continue to take, great lengths to ensure that Zuercher Suite continues to be cutting edge software by using the best platforms available, the most current and reliable development tools, and ensuring that Zuercher Suite is a truly integrated and user-friendly solution that will grow with every agency.

At present, Zuercher Suite is offered on Windows desktops and laptops. In addition, the Extend platform is provided on iPads and Android tablets. Zuercher Suite is expected to continue to receive new features and functionality. The feature set and modern technical foundation of Zuercher Suite is robust and is intended to allow the product to continue serving the public safety industry for many years. Zuercher reviews feature requests and product direction from customers with a Product Management team to ensure the company continues to provide the most effective enhancements to the software. The process by which the software is enhanced also includes involvement in industry advisory boards and organizations, such as IJIS, to identify trends and maintain a leading edge with regard to the development of upcoming industry needs. In addition, Zuercher monitors technology trends to ensure the company maintains modern, scalable and reliable technologies in Zuercher's hardware and software platforms.

- e) Zuercher Technologies' typical maintenance and support contract is for 5 years. However, Zuercher has a number of agencies that have been clients for much longer. Zuercher's standard support and maintenance contract includes 100% responsibility for the Zuercher Suite physical server, operating system software and Zuercher Suite software. The servers that Zuercher Suite uses can be completely maintained on the client's premises by the Zuercher Technologies staff as part of the standard maintenance agreement. These servers are constantly monitored for performance levels and network load. All upgrades to hardware, such as additional disk space, are handled by Zuercher Technologies. This makes the system essentially worry free for agencies and their IT staff.

Rather than requiring a manual backup of data or a scheduled download of the entire system, the Zuercher Suite solution uses an automatic rolling back up process. Any changes or additions made to Zuercher Suite are constantly being streamed to the agency's warm standby server, an off-site storage facility, or both. Because the data flow is constant, lower bandwidth is required in comparison to a large file transfer. This ensures that data backups are done without compromising system performance. The data stored on the warm standby server or off-site storage facility is never more than a few minutes old, so in the event of a power failure or other unforeseen disaster, the Zuercher Suite system and data will be accessible.

Zuercher Technologies knows that clients use their software all hours of the day. That is why clients can call the toll-free support line at any time and be connected with a live person in the Zuercher Technologies Sioux Falls, SD office—not an automated answering service or someone overseas. Questions or issues can also be reported via email. Even if it is just a simple “how-to” question, support representatives are ready to assist.

Every call received is entered into a tracking system and assigned a number to ensure that no concern goes unnoticed. Response times are monitored to make certain that all issues are resolved as quickly as possible. All critical issues are given the highest importance ranking and the Zuercher Technologies development team devotes their attention immediately to the matter until it is resolved.

- f) Zuercher Technologies uses a multi-phase approach to ensure a successful implementation for each client agency with minimal disruption to users and operations. Trained and experienced members of the Zuercher Technologies implementation team move through the process with each agency to ensure successful outcomes.

All data conversions are performed before the Zuercher Suite system goes live, allowing agencies to train on their own data. This also means that legacy systems do not need to be kept running in parallel indefinitely after the Go Live, freeing up personnel and costs which are necessary to maintain those legacy systems for historical purposes.

- g) Zuercher Suite will integrate seamlessly with Zuercher's NIBRS reporting system. Zuercher has another client in WV submitting to Zuercher's NIBRS Reporting System through Zuercher Suite RMS and there are no issues.

Zuercher Suite has been implemented at agencies across the country. The following references provide a cross-section of clients whose agencies and needs are similar to that of WVSP. These agencies serve as good examples of Zuercher's ability to implement an off-the-shelf solution that is fully integrated on time and within budget. Zuercher has also included reference letters from these clients on the pages that follow.

<b>Agency Name</b>	<b>South Dakota Highway Patrol</b>
<b>Address, City, State</b>	118 West Capitol Ave, Pierre, SD 57501
<b>Contact</b>	Major Rick Miller (605-773-3105) or <a href="mailto:Rick.Miller@state.sd.us">Rick.Miller@state.sd.us</a>
<b>Client Since</b>	September 2011
<b>Population Served</b>	810,000
<b>Products</b>	CAD, Mapping, Records, Mobile (CAD, Records and eCitations) Portal, Reporting
<b>Data Conversion</b>	CAD, Records, Fleet and Equipment
<b>Notes</b>	

<b>Agency Name</b>	<b>Ramsey County Sheriff's Office (Minnesota)</b>
<b>Address, City, State</b>	425 Grove Street, St. Paul, MN 55101
<b>Contact</b>	Mike Carter (651-248-2423) or <a href="mailto:mike.carter@co.ramsey.mn.us">mike.carter@co.ramsey.mn.us</a>
<b>Client Since</b>	September 2014
<b>Population Served</b>	508,640
<b>Products</b>	Records, Administration, Civil, GIS Mapping, Mobile (Civil, Accident Reporting, eCitations, Records), NCIC, Portal, Reporting
<b>Data Conversion</b>	Records
<b>Notes</b>	Ramsey County Sheriff's Office is part of a multi-agency Zuercher Suite implementation which also includes the Mounds View Police Department, Maplewood Police Department, and New Brighton Department of Public Safety.

<b>Agency Name</b>	<b>Lafourche Parish Sheriff's Office (Louisiana)</b>
<b>Address, City, State</b>	200 Canal Blvd., Thibodaux, LA 70301
<b>Contact</b>	Sheriff Craig Webre (985-449-4420) or <a href="mailto:craig.webre@lpsso.net">craig.webre@lpsso.net</a>
<b>Client Since</b>	September 2009
<b>Population Served</b>	96,700
<b>Products</b>	Administration, CAD, CAD Mapping, Civil, Financial, Municipal Courts, Jail, Records, Mobile (CAD and Records), Reporting
<b>Data Conversion</b>	Jail
<b>Notes</b>	Lafourche Parish Sheriff's Office is part of a multi-agency Zuercher Suite implementation which also includes the Golden Meadow Police Department, the Greater Lafourche Port Commission Harbor Police Department, the Lockport Police Department, and the Thibodaux Police Department.



SOUTH DAKOTA  
DEPARTMENT  
OF PUBLIC SAFETY  
regulation • protection • enforcement

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# SOUTH DAKOTA HIGHWAY PATROL

## DIVISION HEADQUARTERS

118 West Capitol Avenue · Pierre, South Dakota 57501  
Telephone: 605-773-3105 Fax: 605-773-6046  
Web: [dps.sd.gov/enforcement/highway\\_patrol/](http://dps.sd.gov/enforcement/highway_patrol/)

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To Whom It May Concern,

The South Dakota Highway Patrol became a Zuercher client in September of 2011, and has used various Zuercher Suite products since that time. Over the years both the software product and the company has consistently exceeded our expectations.

The SD Highway Patrol uses Zuercher Suite CAD, Mapping, Mobile (CAD, Records and eCitations) Records, Portal, and Reporting. Each of these modules serves the needs of our agency. Additionally, with Zuercher's Custom Forms and Modules, we have been able to track various pieces of data specific to our agency making our day-to-day operations smoother and more efficient.

Since 2011 we have seen Zuercher Technologies grow and change. It continuously adds new product features that are tightly integrated with the existing Zuercher Suite product in order to better serve its customers.

While Zuercher has grown substantially over the years, the company continues to provide excellent customer service including training, phone or email support, and communication regarding upcoming changes. One of the things that we appreciate about Zuercher is that they are sincerely interested in the suggestions of customers regarding future development. We have seen several requests developed and implemented as a part of the software.

Zuercher Technologies values and supports the SDHP which makes it easier for us to keep up with the demanding and fast paced nature of law enforcement.

Regards,

Colonel Craig Price  
SDHP Superintendent

CP:ls







## Ramsey County Sheriff's Office

Matt Bostrom, Sheriff

425 Grove Street • Saint Paul, Minnesota 55101  
Phone: 651-266-9333 • Fax: 651-266-9301  
[www.RamseyCountySheriff.us](http://www.RamseyCountySheriff.us)

To Whom It May Concern:

Inspector Mike Carter

Subject: Reference Letter – Zuercher RMS

I am very pleased to write this letter of reference on behalf of Zuercher RMS in my role as Inspector with the Ramsey county Sheriff's Office I was responsible to lead the selection and subsequent deployment of a potential County wide records management system.

Zuercher RMS has provided our staff with an integrated and unified solution that enhanced public safety for citizens in Ramsey County. This major collaboration, led by the Sheriff's Office, with partner agencies: Maplewood Police Department, New Brighton Department of Public Safety and Mounds View Police Department went live in late March of 2015

Since go live the Zuercher RMS has led to increased efficiency, reporting and security. In addition we have improved data sharing, and regional collaboration.

In the coming months, our implementation team will begin Phase 2 of the project to bring additional modules and functionality to the RMS system including: eCitations, Administrative Module, Civil Process Module, Accident Reporting Module, and the Extend platform, which provides some of the RMS functionality to tablets and iPads.

Michael Zuercher and his staff impressed our selection team during vendor demonstrations. Since that time and we have been impressed with their initiative and product development.

I have been satisfied and Impressed by Zuerchers' outstanding diligence and high level of technical expertise. I was particularly impressed by the professionalism and technical innovation that Zuercher demonstrated during our go live and look forward to our Phase 2 deployment.

In my estimation, Zuercher is an example of the type of Company that a customer wants: accountable and responsible, with a superior work ethic and a high degree of integrity.

In closing, I recommend Zuercher Technologies very highly for any RMS selection which involves complexity and creativity, with high quality requirements. If I may be of further assistant with regard to Zuercher Technologies, please call me at 651-248-2423 or e-mail me at [mike.carter@co.ramsey.mn.us](mailto:mike.carter@co.ramsey.mn.us)

Office of Information & Technology "OIT"  
Ramsey County Sheriff's Office

Enter text here.



## Parish of Lafourche Office of the Sheriff



"NATIONALLY ACCREDITED"

August 2, 2016

**CRAIG WEBRE**  
SHERIFF

THIBODAUX (985) 449-2255  
GALLIANO (985) 798-2255  
LOCKPORT (985) 532-2255  
FAX (985) 447-1854

To Whom It May Concern,

I am writing as a reference for Zuercher Technologies and the Zuercher Suite system. The Lafourche Parish Sheriff's Office began implementing Zuercher Suite in 2009. Throughout the years we've partnered with Zuercher, the company has consistently exceeded my expectations, both in the software itself and in the level of service they provide.

We use Zuercher across our organization for CAD, Records Management, Jail, Civil Process, Financial, Fleet Management, and many other areas. The products serve the needs of our agency very well, and our staff has found the products to be very easy to use.

We have also appreciated how configurable the software is and how much we've been able to tailor it to meet LPSO's specific needs, even as we grow and our needs change over the years. In 2011, we added four local police departments onto our system, and we were able to configure the software to match the way each of our agencies does business based on our size and agency-specific processes. For example, we have built numerous custom forms and modules within Zuercher Suite. These let us track data that is very specific to our agencies as part of the overall system, even things as unique as vessel inspection and vessel sink forms for the Harbor Police.

Zuercher has provided excellent customer service including training and implementation, phone and email support, and communication regarding new enhancements. The company is also sincerely interested in the ideas and suggestions of customers regarding future enhancements to the system, and we have seen several of our requests developed and implemented as a part of the software.

During the time the LPSO has been a customer, Zuercher Suite has continued to be enhanced with several new versions a year that add significant additional functionality. The new enhancements always integrate well with the existing features and help us stay current.

Throughout this growth, the company's customer support team has remained personal and effective, and we appreciate being able to reach a live person around the clock, with no hold time or delays or recordings.

I unconditionally recommend Zuercher Technologies to any public safety agency seeking a modern software solution. Zuercher has delivered over and over again on their commitment to customer satisfaction. I know I made the right choice in 2009 and I continue to be extremely satisfied with the overall experience.

Sincerely,

  
Craig Webre  
Sheriff

#### 4.4.1 System Architecture

**4.4.1.1** The vendor should describe in detail the system architecture that will be necessary to provide connectivity across the state. Included will be a diagram of the system architecture detailing the overall representation of the servers, network, peripherals, workstations, interface points, as well as a representation of the System environments (Production, Backup, and Training/Testing).

**Vendor Response:** Zuercher Suite is a suite of software modules built and designed as **one** application, with **one** database, from **one** vendor: Zuercher. It is built as a 3-tier system using Windows client machines (running on Windows 7 and above) and Linux servers running Ubuntu (<http://www.ubuntu.com/>). Most of the software is written in C++, Python, and C# .NET.

The database server is PostgreSQL (<http://www.postgresql.org/>), which has free ODBC drivers available for connectivity with the Microsoft tool chain. PostgreSQL is an Oracle-like SQL database system widely used in industry and government.

##### **Servers and Networking**

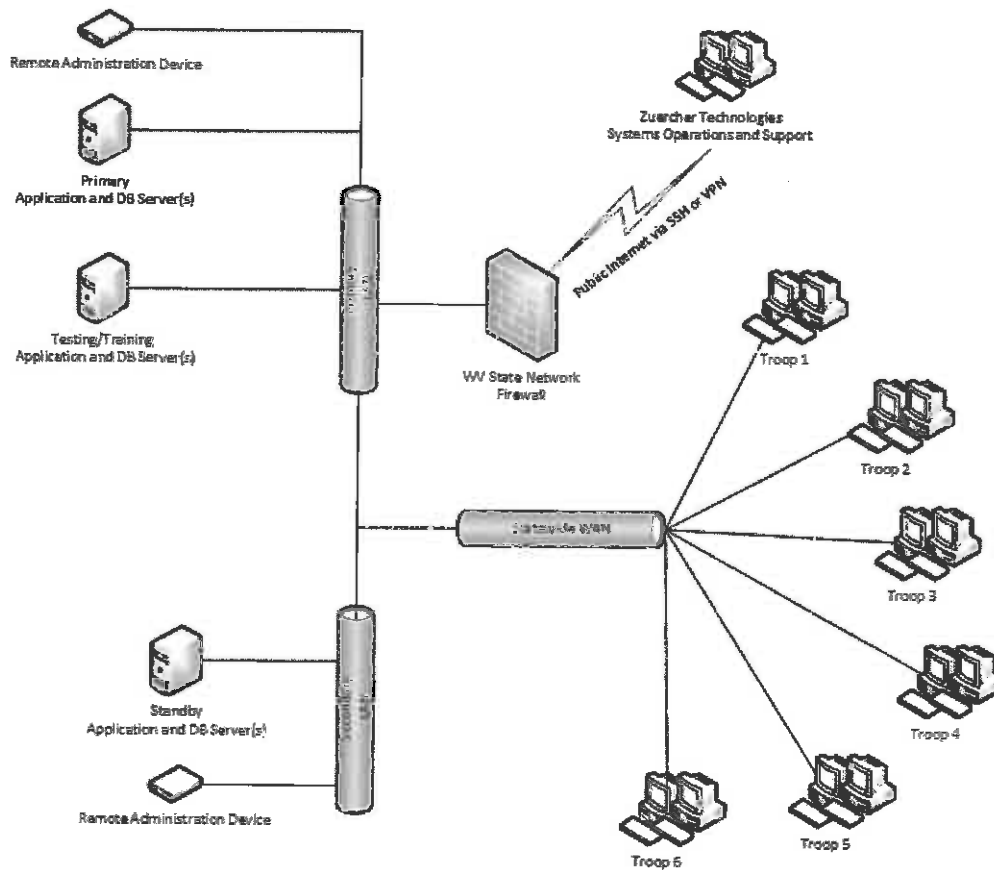
Zuercher is including a Primary Server, Warm Standby Server and Testing/Training Server for the WVSP installation. Each server may host both the Zuercher Suite server application and the Zuercher Suite database application, or those may be hosted on separate servers. The WVSP will install the Primary Server such that it is on the network with the lowest amount of latency between the server and the user workstations. The Warm Standby Server will then be installed in a separate location, preferably on a separate but equally latent network as the Primary server, so that there is redundancy in the event of a catastrophic physical failure at the Primary Point-of-Presence. The Testing/Training server will also be installed on the LAN.

A Remote Access Device will be installed at each Point-of-Presence that allows Zuercher to quickly diagnose and, in most cases, repair any problems with the server, even if the server's own Network Interface Card fails.

In the event of failure of the Primary server, the Warm Standby server is configured to allow fail over to happen as quickly as possible. The Primary Server is constantly replicating data to the Warm Standby Server, so there will be minimal data loss in the event of a Primary server failure.

Zuercher assumes full responsibility for the configuration and maintenance of the Primary, Standby and Testing/Training servers as well as the Remote Access Devices. The WVSP is responsible for the procurement, installation, configuration, and maintenance of its internal network and any VPNs.

The following diagram is representative of what the Zuercher Suite system would look like for the WVSP. The WVSP may not have all the items shown.



#### 4.4.2 Hardware Configuration

**4.4.3.1** The vendor should describe in detail the total numbers of servers required for the system and the ability of the proposed servers to support the requirements and processing performance for at least five years from the date of overall final acceptance.

**Vendor Response:** Zuercher is including a Primary Server, Warm Standby Server and Testing/Training Server for the WVSP installation. Each server may host both the Zuercher Suite server application and the Zuercher Suite database application, or those may be hosted on separate servers. The WVSP will install the Primary Server such that it is on the network with the lowest amount of latency between the server and the user workstations. The Warm Standby Server will then be installed in a separate location, preferably on a separate but equally latent network as the Primary server, so that there is redundancy in the event of a catastrophic physical failure at the Primary Point-of-Presence. The Testing/Training server will also be installed on the LAN.

A Remote Access Device will be installed at each Point-of-Presence that allows Zuercher to quickly diagnose and, in most cases, repair any problems with the server, even if the server's own Network Interface Card fails.

Zuercher sizes the servers for each client in accordance with the number of users, amount of data, and many other factors—including the expected organic growth of the system over a 5-year period.

#### **4.4.3 Performance and Availability**

**4.4.3.1** The vendor should will describe in detail any impact to systems (e.g., interface to Normal operations, system shutdown) that will occur during server upgrades and/or expansions.

**Vendor Response:** During scheduled maintenance windows the systems are rebooted for OS patching, BIOS updates, and other maintenance which necessitate shutdown. During these times the system is wholly unavailable.

However, during hardware upgrades, users are migrated onto the standby system during the production system upgrade and then back so that the standby system may be upgraded. This requires a restart of software on the client as it switches configurations. There is no data loss. Downtime is approximately 10 minutes for each direction regardless of the time it takes to upgrade hardware.

**4.4.3.2** The vendor should describe in detail any impact to systems that will occur during Software upgrades or updates.

**Vendor Response:** Software updates are performed using an advanced process that makes client updates completely automatic with no assistance from agency IT staff. Support representatives contact each agency as software updates are released to schedule them and to assist the agencies in taking advantage of new features. This ensures that every client continues to get the most from what Zuercher Suite offers.

Small updates are done regularly with no impact to usage or downtime. Major updates occur 3 to 4 times per year. These updates usually require 30 to 90 minutes of downtime to allow for such things as database schema updates.

**4.4.3.3** The WVSP expects all system applications to operate concurrently at designed capacity. The vendor should describe in detail how they will ensure concurrent operation of all system components without any system degradation.

**Vendor Response:** Zuercher sizes the hardware according to the projected load on the system. Load is continuously monitored (CPU, memory, disk, access, etc.) with real-time alerts to Zuercher. If the system is in danger of performance degradation, hardware is upgraded to accommodate the current feature set and concurrent user count.

**4.4.3.4** The WVSP expects the RMS applications to be available 99.95 percent of the time. The vendor should describe in detail how they will guarantee this level of system availability both initially and during the life of any license and maintenance contract.

**Vendor Response:** Zuercher schedules between 2 and 4 maintenance windows per year which involve downtime. They may last between 15m and 120m but average 45m. Unscheduled downtime is less than an hour per year on average. Likely downtime is therefore expected to be approximately  $4 \times 45m + 1h = 4h$  per year which equals 99.954% uptime. Most downtime is scheduled weeks in advance and confirmed multiple times with the agency. This is the standard maintenance schedule once the agency is live. Agencies which have high uptime requirements are encouraged to purchase a standby system as it mitigates unscheduled downtime caused by catastrophic hardware failure or hardware upgrades.

#### **4.4.4 System Failover and Restoration**

**4.4.4.1** The vendor should describe in detail any impact to systems (e.g., interference to normal operations, system shutdown) that will occur during server upgrades and/or expansions.

**Vendor Response:** During scheduled maintenance windows the systems are rebooted for OS patching, BIOS updates, and other maintenance which necessitate shutdown. During these times the system is wholly unavailable.

However, during hardware upgrades users are migrated onto the standby system during the production system upgrade and then back so that the standby system may be upgraded. This requires a restart of software on the client as it switches configurations. There is no data loss. Downtime is approximately 10 minutes for each direction regardless of the time it takes to upgrade hardware.

**4.4.4.2** The vendor should describe in detail if operations automatically failover to the backup environment in the event of a failure in the production environment.

**Vendor Response:** In the event of failure of the Primary server, the Warm Standby server is configured to allow fail over to happen as quickly as possible. The Primary Server is constantly replicating data to the Warm Standby Server, so there will be minimal data loss in the event of a Primary server failure.

This process is not done automatically to ensure that failover does not occur as a result of brief network interruptions caused by brownouts or similar issues.

**4.4.4.3** The vendor should describe in detail the proposed method of restoring data files.

**Vendor Response:** With the Zuercher Suite setup, files and the database are continuously streamed from the production system to the standby system. Restoration is a simple matter of reversing the direction of the streaming. Speed is limited by the network and can be presumed to be very fast.

However, a restoration is extremely unlikely as the system is highly redundant and robust.

**4.4.4.4** The vendor should describe in detail any limited functionality with which the System will operate during restoration process.

**Vendor Response:** A system restoration would presumably only be undertaken if the production system were wholly offline. The system would not function for the duration; however, the duration would be expected to be quite short.

#### **4.4.5 Data Conversion**

**4.4.5.1** The vendor should describe in detail the steps they will take to convert the Motorola NET RMS data. The vendor should detail the recommended approach and experience in data conversion.

**Vendor Response:** What makes Zuercher Technologies' data conversion process unique is that all conversions are performed before the Zuercher Suite system goes live, allowing agencies to train on their own data. This also means that legacy systems do not need to be kept running in parallel indefinitely after the Go Live, freeing up personnel and costs which are necessary to maintain those legacy systems for historical purposes.

The Project Manager reviews with the agency what data is important to convert and monitors the overall process to ensure timely completion. Agency personnel will be trained in building the necessary data maps to show how data from the old system should be placed into the new system. Zuercher Technologies' data conversion analysts, based on these data maps, will then write automated procedures that convert the data using a proprietary data conversion tool. Finally, the data conversion analysts will work with the agency personnel to verify that data has been converted accurately. Because this is all done before the system goes live, any questions or challenges along the way can be addressed and solved, preventing avoidable downtime after implementation.

Zuercher Technologies has performed data conversions on legacy systems which ranged from those which had no internal referential integrity to highly complex systems which required that many different records be linked or combined in the course of conversion. In addition to converting the data stored within database or flat-file systems, Zuercher Technologies also migrates attached file objects (such as the digital evidence files which pertain to property/evidence records) ensuring that the files are correctly linked to the appropriate records within Zuercher Suite after the conversion.

## **Process**

### **Pre-Contract Signing**

1. Zuercher Technologies will provide a SFTP site to upload a sample of the data which is to be converted into the Zuercher Suite system.

**NOTE:** If desired, the WVSP may provide the data to Zuercher Technologies by means of an encrypted hard drive instead of the SFTP transfer.

2. The WVSP provides the to-be-converted data into a common format such as SQL, Excel, or Access.
3. The WVSP will then upload sample data to the SFTP site for review.
4. Once Zuercher reviews the WVSP data, an explanation with regard to what data can be converted into Zuercher Suite will be added to the contract prior to the contract being sent to the WVSP for review and signature. This is done to ensure both parties' expectations for data conversion are the same.

### **Post-Contract Signing/Project Implementation**

1. Source database(s) are reviewed and relevant tables are prepared for extraction
2. A specific roadmap is designed to handle the movement of data out of the old database into the Zuercher Suite tables.
3. The data conversion mapping tool is used to clean up records as they are transferred.
4. Sample conversions are completed on the training system. (This is normally performed multiple times on a conversion project.)
  - a. The existing Zuercher Suite training database is deleted.
  - b. A copy of the production Zuercher Suite database is moved to the training system.
  - c. The newly copied training database is cleared of all non-configuration data.
  - d. If available, the WVSP provides a fresh cut of its legacy database(s).
  - e. The conversion roadmap is run against the training database.
  - f. At the WVSP's direction, the Data Conversion Analyst makes changes to the road map. The next time the conversion is run, it reflects the requested changes. The WVSP's involvement and feedback in this step is critical because it will guide the final conversion product.
5. When the conversion roadmap is complete and Go Live arrives, the WVSP will supply the last cut of data from the legacy database(s).
6. The production database is cleared of all non-configuration data.
7. The conversion roadmap is processed against the final cut of legacy data.

### **Data Copies**

The WVSP will need to provide existing system(s) data for conversion several times throughout the project.

1. Contract – Review of data during contracting to make sure data is in a format from which Zuercher Technologies can convert



2. Execution – Zuercher will require data 3-5 times during the execution of the project
  - a. During data conversion review, the WVSP will be able to review all data up to date of cut (most recent months of data help with review)
3. Prior to Training
  - a. This will allow the training to be performed with the most recent data
4. At Go Live
  - a. This will be what is used for Go Live.

### **Specifications**

The WVSP will be provided a Data Conversion Specifications document to fill out stating specifically the areas of data which need conversion and will serve as the scope of data conversion. This document lists the products the WVSP purchased for data conversion along with areas that can be selected within those products to be converted.

### **Mappings**

The agency will be required to map data conversion items from its current database tables to the new Zuercher Suite configuration tables. This task is performed in Zuercher Suite software.

### **Conversion Iterations**

There will be several iterations (6-10) of data conversion by the Zuercher Data Conversion Analyst. This process will take several months to complete. Once the conversion has progressed past the initial state, conversion will occur on the Training Server.

Before each conversion iteration, Zuercher will copy the Production Database to the Training Server.

1. Initial Conversion for each product
  - a. Takes several months for the Data Conversion Analyst to complete.
2. Fixes for Agency Reported Issues
  - a. After the Initial Conversion is complete for each module, it is important to deliver weekly fixes based on the issues reported by the agency.
3. Prior to Training
  - a. It is important to convert the final approved Data Conversion on the Training Server so that current data will be used during Training the agency staff.
  - b. The Data Conversion Verification document must be signed prior to Training.

### **Review Iterations**

There will be several iterations of data conversion review performed by the WVSP Data Conversion Team. This process is expected to run in parallel with the Data Conversion. Conversion review will occur on the Training Server.

Before each review iteration, Zuercher will copy the Production Database to the Training Server.

1. Initial Review for each Product
  - a. It is required that once initial conversion is completed, the WVSP reports back within 5 business days regarding issues that need to be fixed in next conversion.
2. Fixes for Agency Reported Issues:
  - a. After the initial conversion is complete for each product, it is important to deliver weekly fixes based on the issues reported by the WVSP. The WVSP must report new issues within 2 business days to Zuercher.
3. Prior to Training
  - a. It is important to convert the final approved data conversion on the Training Server so that current data will be used during training the WVSP staff.
  - b. The Data Conversion Verification document is signed off prior to Training. The agency Project Manager will need to verify with the WVSP build team that conversion has been verified and document can be signed.

### **Verification**

The WVSP will be provided a Data Conversion Verification document which lists the conversion data based on the scope of the conversion that was agreed upon in the Data Conversion Specifications document. This document states there are no more tweaks required for the conversion and that the latest (most recent) conversion script is to be used for Go Live.

### **Go Live**

A final cut of data will be provided for Go Live. After the WVSP is live with Zuercher Suite and has progressed through system acceptance, the no additional data fixes of the converted data will be performed.

Zuercher Technologies has proven success with RMS data conversion. Zuercher Technologies has successfully completed conversions from over 25 different RMS vendors. Additionally, Zuercher Technologies has converted customer data from Motorola to Zuercher software previously.

## 4.4.6 Training

**4.4.6.1** The vendor should describe in detail their training plan with the end users and administrators.

**Vendor Response:** The Zuercher Project Manager will work with the WVSP Project Manager and build team to create a training plan specific to the WVSP training needs. The WVSP Build Team will be the first and most thoroughly trained personnel because of their configuration work, also known as System Administration training, in Zuercher Suite software. The WVSP Project Manager and Build Team will help shape the content and agenda of training sessions.

The attached training plan provides a description, a list of attendees and a list of topics. The plan matches each employee by function with the appropriate Zuercher Suite training session.

A scenario-based training method will be used to train end users on Zuercher Suite. Scenario based training allows Zuercher to relate the software to the end user's day-to-day activities and helps the end users stay engaged and focused during the training session. The WVSP Build Team will help provide Zuercher with real life scenarios relatable to the end users day to day activities. The Zuercher Project Team will create a detailed training outline.

Zuercher can provide scenario-based training in an end user or train-the-trainer format. If the WVSP would prefer train-the-trainer format, the training days and agendas can be adjusted to accommodate. Zuercher recommends the WVSP use train-the-trainer only if the WVSP currently have staff assigned to performing agency-wide software training.

Zuercher estimates the end user training will be 2 to 3 weeks in duration. Train-the-trainer method would reduce the duration of training and would increase the length of each Zuercher-led training session.

For the training sessions held at the WVSP's facilities, the WVSP will need to provide the following resources for the trainer and trainee:

Resources for the Trainer:

- One computer with a network connection
- Most recent Zuercher Suite version installed and tested
- Conference room or training room (preferred)
- Projectors and screens set up and tested
- One projector and one screen
- Podium or desk for trainer

#### Resources for the Trainees:

- Computers with network connections for attendees to follow along
- Minimum of one monitor
- Supervisor in every class to answer policy questions
- Maximum of fifteen trainees in each class
- Most recent Zuercher Suite version installed and tested on each workstation
- Tested login for each trainee
- All third-party devices (i.e., scanners, barcode reader, mug shot camera) connected and tested
- Printer setup and tested (optional)

After training, the WVSP will continue to have access to the web-based configuration and end user manuals. The WVSP will receive change logs and webinars for new releases of Zuercher Suite software and can attend free monthly webinar training. Regional training sessions and an annual user conference will also provide continuing education on Zuercher Suite software.

#### 4.4.7 Project Management

**4.4.7.1** The Vendor should describe in detail the approach used in meeting with West Virginia Code 5A-6-4b, the West Virginia Office of Technology Enterprise Project Management Office (EMPO) methodology. Included in the detail plan should be an experienced project manager who has an Understanding of EMPO's project methodology based on Project Management Institute, Project Management Body of Knowledge (PMBOK).

**Vendor Response:** Please see the response to 4.4.7.2 below.

**4.4.7.2** The Vendor should describe in detail the plan on how status updates will be provided on the overall progression of the project at each phase of development.

**Vendor Response:** The Zuercher Project Manager will maintain, throughout the project's life cycle, a project schedule and project progress document called a Configuration Guide. The WVSP and Zuercher Project Manager will meet weekly to, at a minimum, to review the schedule and Configuration Guide and discuss the status of the project.

During these weekly meetings, the project managers and designated team members will discuss the schedule, risks and performance towards meeting key milestones. The Configuration Guide will also be reviewed at least weekly to make sure the WVSP and Zuercher project teams are on track to complete the tasks needed to meet the project schedule.

## Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection .5:

### 4.5.1 Records Management System

- a) The proposed system should capture all data and be able to submit required UCR/NIBRS reports. (Attached is a copy of the WV NIBRS required field.
- b) The proposed system should capture all data in a typical agency; included names, vehicles, property, narrative, charges and arrests.
- c) The proposed system must capture unlimited names, vehicles, property items, arrests and offenses.
- d) The proposed system must have space for unlimited narrative.
- e) Supplemental reports shall maintain same case number and be separate reports (not combined into one document).
- f) The WVSP must have the ability to print on demand, a complete incident report with all related information.
- g) The system needs to be FBI compliant with updates/additions as needed.
- h) The new system needs to be able to provide a reporting solution to enable statistical analysis.

#### Vendor Response:

- a) Zuercher provides the West Virginia state NIBRS repository. Therefore, Zuercher Suite is compliant with West Virginia NIBRS. Zuercher Suite RMS and the Zuercher West Virginia NIBRS repository work hand in hand. The fields and validations needed for WV NIBRS are built into the system where appropriate. User friendly error and warning messages are presented to the users to help identify any potential changes needed to the case report before it will be accepted into the NIBRS system. Validations are provided as users enter information into the case report.
- b) All typical data, including the items mentioned, is available for entry into the system. The order of entry follows common business logic for law enforcement. Master name indexes are available to show previous involvements and to allow for ease of entry when the same record is used multiple times.
- c) The system does not limit the number of names, vehicles, property and evidence, arrests or offenses within a case report. Each of these items can be added to the case report by simply selecting the option to add an additional record (name, vehicle, etc.). Involvements between each offense and the additional records are added to clearly identify how each record is associated with the case report.
- d) The narrative and supplemental narratives allow for unlimited amount of text input. Narratives also allow for attaching documents and photos, identifying

- the reporting officer, the individual who entered the narrative, and allow for adding a title to help identify the narrative.
- e) Zuercher Suite allows for creating an additional report for situations where the incident circumstances require additional resources. Commonly this is used for situations requiring narcotics or additional investigation. The additional report can be split off from the original report and permissions can be utilized to restrict access to appropriate personnel. The additional report will maintain the original case number along with a prefix to the number to help indicate the type of report. Links will be automatically created between the original report and any additional reports created from it.
  - f) Case reports, and any additional reports created with them, can be printed by selecting the Print Preview option. Report print options can be configured by the agency to default the portion of the case which should be included when printed. Items such as Juvenile names or non-approved items can be withheld from the printout if desired. Selecting the Print Preview option allows for reviewing a PDF of the report and then printing a physical copy, saving the PDF, or adding the PDF as an attachment to an email.
  - g) Zuercher Suite follows CJIS requirements for passwords, auditing, and access to CJIS and PII information. Zuercher Suite will continue to be updated as needed to comply with CJIS requirements. Additionally, FBI IBR requirements will also continue to be met as FBI requirements change.
  - h) A user friendly report writing tool is built directly into Zuercher Suite. Third party software is not needed to access your data and the systems permission help guarantee that access to the information is restricted to the correct personnel. Nearly all items entered into the system are available within the report writing tool. Reports can be fine-tuned to statistically analyze the information most important to the WVSP. Graphs and heat maps can also be created from the report tool.

#### 4.5.1 Inquiry Features

- a) The proposed system must have a complete inquiry module that allows searching on any of the important data elements in the system.
- b) The system must provide easy retrieval of information and the ability to search for information using almost any information or combination of information within the input records.

**Vendor Response:** Zuercher Suite offers a number of methods to locate the information within the system:

- o The system has specific features to assist in searching for Names, Locations, Vehicles, Statutes, Case Reports, Citations, Warnings, NCIC Query returns, Property and Evidence.

- Log screens are available for items like Case Reports and Citations where a listing of existing records are available. Users can search for specific case numbers. If the specific number is unknown numerous filters can be applied to assist in searching. Commonly used filters include the Incident Date, Primary Officer, Status, Disposition, Names, Vehicles, and Incident Code.
- The report writing tool allows you select or search items for nearly every field where data is entered into the system. There is no limitation to the number of fields that can be utilized to filter down the information to the records that is being requested.

#### 4.5.2 Master Name File

a) The proposed system must provide a central name file to hold ALL names entered into the system.

b) The Master Name Index should contain, at a minimum the following information:

- 1) Full name
- 2) Most recent address
- 3) Most recent phone number/cell number
- 4) Date of birth
- 5) Social Security number
- 6) State Identification number
- 7) Description – height, weight, eyes, hair, ethnicity, multiple scars, marks, tattoos, multiple alias and monikers.
- 8) Business Name

c) Allow the user to query names in the system using many combinations of search criteria, including partial name, AKA, address, social security number, phone number, date of birth, sex, race, hair color, eye color, approximate height, approximate weight, and/or scars, marks, and tattoos.

#### Vendor Response:

- Each individual and business name entered into the system will be included in the Master Name Index.
- The Master Name file contains considerable amounts of demographic and contact data. The file will also include a history of all involvements for the individual or business.
- Each item listed in “b” has a specific field available on the master name file in Zuercher Suite. The Master Name file also includes additional information such as Address History, Relationships, Gang Affiliations, and associated vehicles.
- A large number of fields can be utilized to search for matching Master Name Index records. This includes a partial name, Sound Ex, Alias Name, approximate age, and all other items listed in “c”. These fields can be utilized individually or collectively when performing the search.

#### 4.5.4 Master Vehicle File

The proposed system must capture all necessary vehicle information, and store it for easy retrieval, presently, and in the future. This feature must have the following elements:

- a) License plate number and state
- b) VIN (vehicle identification number)
- c) Year, Make, Model
- d) Registered owner
- e) Accommodate all types of vehicles, including cars, trucks, motorcycles, boats and airplanes and provide a field for indicating this type.
- f) Allow the user to inquire into the vehicle file under many combinations of search criteria, including license plate, VIN, make, model and year.

**Vendor Response:** The system allows for entering and storing all the information requested. All of these same fields are available for searching or inquiring upon existing vehicles within the system. Additionally, the system will contain a history of all previous incidents involving the vehicle.

#### 4.5.5 Project Management

Pursuant to West Virginia Code §5A-6-4b, the WV Office of Technology Enterprise Project Management Office (EPMO) has the responsibility for managing information technology projects and providing oversight for state agency information technology projects. EPMO uses a project management methodology based on the Project Management Institute, Project Management Body of Knowledge (PMBOK). EPMO offers a methodology to its customers and their vendors that encompass a variety of templates and tools for project management.

The successful bidder will be required to utilize a formalized approach to project management, which is compliant with the PMBOX and includes the following:

- a) The successful vendor will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality assurance, test planning and execution, training plan, implementation methodology, change management and business process re-engineering, post-implementation support and documentation.
- b) The successful vendor is required to present a comprehensive project plan showing time and resources required to accomplish tasks. The plan shall include three (3) major phases: planning, implementation and post-implementation.
- c) The successful vendor is required to assign an experienced and skilled project manager to the project. The vendor's project manager will be responsible for the compilation of the project plan and will be required to maintain the detailed plan through the full term of the project or until such time the vendor has completed the contract obligation.



Vendor must provide a project manager to act as the primary contact with the State

The project manager will be required to provide status reports to the State and adhere to the directives of the State point of contact.

- d) During the course of the project, until Final System Acceptance, the vendors project manager will:

Submit regular status reports, covering such items as:

- i. Progress of work being performed
- ii. Milestones attained
- iii. Resources expended
- iv. Problems encountered
- v. Corrective action taken
- vi. Status of issues/problems
- vii. Participate in project status conference calls

- e) The vendor will provide a realistic implementation project schedule that starts at contract signing. The schedule should describe tasks to be performed by the WVSP as well as by the Vendor.

**Vendor Response:** Zuercher Technologies has attached a realistic implementation project schedule. As requested, Zuercher identified the three phases of our schedule. Blue highlighting is the planning phase, green is implementation and orange is post-implementation. The Go Live date is 4/18/2017 and highlighted in yellow.

#### 4.5.6 Training

The vendor must provide custom training on the new system to all users. This training will be a mix of train-the-trainer and end-user training, as agreed upon by the vendor and the WVSP. The WVSP will provide the training facilities and workstations for the training. The vendor will provide:

- a) A training program for the WVSP project implementation team that includes the training necessary to understand the overall system architecture, interface configurations, data import/export capabilities and workflow configuration options.
- b) A training program for application administrators that include the training necessary to configure, monitor and administer the system's technical and functional aspects.
- c) A training plan and training documentation to support the training of all end users (e.g. records administrators and secretaries) in the functionality of the system.
- d) All training material shall be provided at least three (3) weeks prior to the start of any training course.

- e) A training system that will allow the users to simulate live operations for the System without degrading system performance.

Except for post-implementation training, all training must be completed in a satisfactory manner before the WVSP will give formal final system acceptance.

**Vendor Response:** Zuercher Technologies has attached sample training plans for WVSP and will work with WVSP to finalize the right ratio of end user and train the trainer classes.

The training provided will include training necessary to configure, monitor and administer the system's technical and functional aspects. Training plans and documentation will be provided at least three weeks prior to any training course.

The training server will allow users to simulate live operations but not impact system performance.

#### 4.5.7 System Testing

The vendor must provide a system implementation that includes adequate provisions for functional, performance and reliability testing before final system acceptance. The WVSP requires the vendor's involvement in the development and execution of all tests plans to assure the system delivers the expected results.

**Vendor Response:** Every Zuercher Suite installation comes equipped with a fully-functioning testing/training server which acts as a safe environment for employee training and new configuration testing. Initially, this environment will include the same converted data as the production environment, allowing the WVSP to work hand-in-hand with Zuercher's Training and Implementation team to test various configuration options and train users with the WVSP's own data. After Go Live, this environment will continue to be updated with current data and be available for testing future configuration changes or training new employees.

#### 4.5.8 Data Conversion

The vendor must include data conversion. The databases to be converted include the Motorola NET RMS data. The vendor will work with the WVSP to determine the precise process (including data verification and testing) which will be used to perform the data conversion. All data must be converted before go-live and must be available to the users on the new system at that time.

**Vendor Response:** What makes Zuercher Technologies' data conversion process unique is that all conversions are performed before the Zuercher Suite system goes live, allowing agencies to train on their own data. This also means that legacy systems do not need to be kept running in parallel indefinitely after the Go Live, freeing up personnel and costs which are necessary to maintain those legacy systems for historical purposes.

The Project Manager reviews with the agency what data is important to convert and monitors the overall process to ensure timely completion. Agency personnel will be trained in building the necessary data maps to show how data from the old system should be placed into the new system. Zuercher Technologies' data conversion analysts, based on these data maps, will then write automated procedures that convert the data using a proprietary data conversion tool. Finally, the data conversion analysts will work with the agency personnel to verify that data has been converted accurately. Because this is all done before the system goes live, any questions or challenges along the way can be addressed and solved, preventing avoidable downtime after implementation.

Zuercher Technologies has performed data conversions on legacy systems which ranged from those which had no internal referential integrity to highly complex systems which required that many different records be linked or combined in the course of conversion. In addition to converting the data stored within database or flat-file systems, Zuercher Technologies also migrates attached file objects (such as the digital evidence files which pertain to property/evidence records) ensuring that the files are correctly linked to the appropriate records within Zuercher Suite after the conversion.

#### 4.5.9 Reports

The vendor must provide the ability of the WVSP to produce reports from the data obtained through the current system for reports and postings.

**Vendor Response:** Zuercher Suite includes an easy-to-use report builder. The report builder's straightforward user interface allows report generation based on a user model rather than the actual physical model. This user model completely eliminates the need for users to understand concepts such as joins, primary keys, etc. With the report builder, it is simple for users to select the data they want to include and apply custom filters, generating reports that fit their needs exactly.

# REQUEST FOR PROPOSAL

## (West Virginia State Police, Records Management System)

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Zuercher Technologies, LLC

(Company)



Blake Clark, CFO  
(Representative Name, Title)

(858) 799-7000 / (858) 799-7011

(Contact Phone/Fax Number)

August 4, 2016

(Date)

**Proposed WVSP Zuercher Suite RMS timeline**

Contract signing: October 14, 2016

Go Live: April 18, 2017

ID	Task Name	Start	Finish	Resource Initials
1	<b>WVSP Zuercher Software Implementation</b>	<b>Mon 9/19/16</b>	<b>Tue 6/20/17</b>	
2	<b>Kickoff</b>	<b>Mon 10/17/16</b>	<b>Fri 10/28/16</b>	
3	<b>Agency Kick off Meeting</b>	<b>Mon 10/17/16</b>	<b>Fri 10/21/16</b>	
4	Schedule WVSP Kickoff Meeting	Mon 10/17/16	Mon 10/17/16	Z Project Manager
5	Coordinate Appropriate Personnel at Kick Off Meeting	Tue 10/18/16	Tue 10/18/16	Z Project Manager, WVSP Project Manager
6	Create WVSP Kickoff Presentation	Wed 10/19/16	Wed 10/19/16	Z Project Manager
7	Attend WVSP Kickoff Meeting (online meeting)	Fri 10/21/16	Fri 10/21/16	Z Project Manager, WVSP Project Team, WVSP Project Manager, Z Project Team
8	<b>Post-Kick off Meeting Tasks</b>	<b>Mon 10/24/16</b>	<b>Fri 10/28/16</b>	
9	WVSP provides image files and info for Zuercher login screen	Mon 10/24/16	Mon 10/24/16	WVSP Project Manager
10	WVSP provides data conversion schemas and data samples	Wed 10/26/16	Wed 10/26/16	WVSP Project Manager
11	WVSP schedules meetings with 3rd party vendors for interface discussions	Tue 10/25/16	Wed 10/26/16	WVSP Project Manager
12	WVSP reviews Data Conversion Specification Documents	Thu 10/27/16	Fri 10/28/16	WVSP Project Team, WVSP Project Manager
13	<b>Infrastructure</b>	<b>Fri 10/28/16</b>	<b>Wed 12/14/16</b>	
14	<b>Complete Infrastructure Documents</b>	<b>Fri 10/28/16</b>	<b>Wed 11/9/16</b>	
15	Size and Spec Servers	Fri 10/28/16	Mon 10/31/16	WVSP Project Manager, WVSP IT
16	Send Network Requirement Specifications Document to WVSP	Mon 10/31/16	Tue 11/1/16	Z Project Manager
17	Send Server Requirement Specifications Document to WVSP	Mon 10/31/16	Tue 11/1/16	Z Project Manager
18	Complete, Sign, and Return the Network Requirements Specifications Document	Tue 11/8/16	Wed 11/9/16	WVSP Project Manager, WVSP IT
19	Complete, Sign, and Return the Server Requirement Specifications Document	Tue 11/8/16	Wed 11/9/16	WVSP Project Manager, WVSP IT
20	<b>Procurement</b>	<b>Wed 11/2/16</b>	<b>Mon 11/28/16</b>	
21	Order Servers	Wed 11/2/16	Thu 11/3/16	Z Project Manager
22	Build and Ship Servers	Thu 11/3/16	Mon 11/28/16	Dell
23	Receive Servers	Mon 11/28/16	Mon 11/28/16	Z System Operations
24	<b>Server Configuration</b>	<b>Mon 11/28/16</b>	<b>Fri 12/2/16</b>	
25	Review the Completed and Signed Server Requirement Specifications Document	Mon 11/28/16	Tue 11/29/16	Z System Operations
26	Review the Completed and Signed Network Requirement Specifications Document	Mon 11/28/16	Tue 11/29/16	Z System Operations
27	Complete Server Configuration	Tue 11/29/16	Wed 11/30/16	Z System Operations
28	Install Network Configuration	Wed 11/30/16	Thu 12/1/16	Z System Operations
29	Install Software Configuration	Thu 12/1/16	Fri 12/2/16	Z System Operations

Proposed WVSP Zuercher Suite RMS timeline

Contract signing: October 14, 2016

Go Live: April 18, 2017

ID	Task Name	Start	Finish	Resource Initials
30	Ship Servers to WVSP	Fri 12/2/16	Fri 12/2/16	Z Project Manager
31	<b>Installation</b>	<b>Wed 11/9/16</b>	<b>Wed 12/14/16</b>	
32	Configure Network Per Network Requirement Specifications Document	Wed 11/9/16	Thu 11/10/16	WVSP IT
33	Install Servers	Fri 12/9/16	Mon 12/12/16	WVSP IT
34	Install Gizmo Device	Fri 12/9/16	Mon 12/12/16	WVSP IT
35	Post Server Installation Configuration and Security Audit	Fri 12/9/16	Mon 12/12/16	Z System Operations,WVSP IT
36	Ensure Connectivity to Zuercher Suite Servers	Mon 12/12/16	Tue 12/13/16	Z System Operations
37	Install Zuercher Suite Client on WVSP Project Team's Computers	Tue 12/13/16	Wed 12/14/16	WVSP Project Team,WVSP IT
38	<b>Business Practice Review</b>	<b>Fri 10/28/16</b>	<b>Thu 12/29/16</b>	
39	Schedule Business Practice Reviews (BPR)	Fri 10/28/16	Fri 10/28/16	Z Project Manager,WVSP Project Manager
40	Create Business Practice Review (BPR) Agendas	Tue 12/13/16	Wed 12/14/16	Z Project Manager
41	<b>BPR</b>	<b>Tue 12/13/16</b>	<b>Thu 12/29/16</b>	
42	Provide Initial Zuercher Suite Overview	Tue 12/13/16	Wed 12/14/16	Z Project Team,WVSP Project Team
43	Discuss and Set Appropriate Zuercher Suite Global Settings	Wed 12/14/16	Wed 12/14/16	Z Project Team,WVSP Project Team
44	Records module review	Wed 12/14/16	Thu 12/15/16	Z Project Team,WVSP Project Team
45	Reporting module review	Thu 12/15/16	Thu 12/15/16	Z Project Team,WVSP Project Team
46	Crime Reporting Review	Thu 12/15/16	Fri 12/16/16	Z Project Team,WVSP Project Team
47	Identify Product Enhancements and Feature Requests	Fri 12/16/16	Fri 12/16/16	Z Project Team,WVSP Project Team
48	<b>Review Interface Specifications</b>	<b>Fri 12/16/16</b>	<b>Mon 12/19/16</b>	
49	Review WVSP Interfaces Specifications	Fri 12/16/16	Mon 12/19/16	Z Project Team,WVSP Project Team
50	<b>Discuss Zuercher Module Configuration</b>	<b>Fri 12/16/16</b>	<b>Fri 12/16/16</b>	
51	Review Zuercher modules that are configured	Fri 12/16/16	Fri 12/16/16	Z Project Team,WVSP Project Team
52	Review Zuercher modules that need to be configured	Fri 12/16/16	Fri 12/16/16	Z Project Team,WVSP Project Team
53	<b>Discuss Training Formats and Needs</b>	<b>Fri 12/16/16</b>	<b>Fri 12/16/16</b>	
54	Review the Training Requirements and Specification Document	Fri 12/16/16	Fri 12/16/16	Z Project Manager,WVSP Project Manager
55	<b>Post BPR</b>	<b>Fri 12/16/16</b>	<b>Thu 12/29/16</b>	
56	Confirm Project Timeline	Fri 12/16/16	Mon 12/19/16	Z Project Manager,WVSP Project Manager
57	Create Configuration Management Document (CMD)	Mon 12/19/16	Tue 12/20/16	Z Project Manager
58	Send CMD	Tue 12/20/16	Tue 12/20/16	Z Project Manager
59	Review and Sign CMD	Thu 12/29/16	Thu 12/29/16	WVSP Project Manager
60	<b>Configuration</b>	<b>Fri 11/4/16</b>	<b>Thu 3/16/17</b>	

Proposed WVSP Zuercher Suite RMS timeline

Contract signing: October 14, 2016

Go Live: April 18, 2017

ID	Task Name	Start	Finish	Resource Initials
61	Create the WVSP Configuration Guide	Fri 11/4/16	Mon 11/7/16	Z Project Manager,Z Project Team
62	<b>Complete Module Configuration</b>	<b>Wed 12/21/16</b>	<b>Thu 3/16/17</b>	
63	<b>Records Module</b>	<b>Wed 12/21/16</b>	<b>Tue 1/31/17</b>	
64	Send Configuration Manual to WVSP	Wed 12/21/16	Wed 12/21/16	Z Project Team
65	Schedule Meeting to Complete Configuration Changes with WVSP	Wed 12/21/16	Wed 12/21/16	Z Project Manager,Z Project Team
66	Lead and Assist with Completion of Configuration Changes to WVSP	Fri 12/30/16	Tue 1/3/17	Z Project Team,WVSP Project Team
67	Complete Configuration Tasks	Tue 1/10/17	Tue 1/17/17	WVSP Project Team
68	Conduct Testing of Module	Tue 1/24/17	Tue 1/31/17	WVSP Project Team
69	<b>Reporting Module</b>	<b>Tue 1/31/17</b>	<b>Thu 3/16/17</b>	
70	Send Configuration Manual to WVSP	Tue 1/31/17	Tue 1/31/17	Z Project Team
71	Schedule Meeting to Complete Configuration Changes with WVSP	Tue 2/7/17	Tue 2/7/17	Z Project Manager,Z Project Team
72	Lead and Assist with Completion of Configuration Changes to WVSP	Thu 2/16/17	Thu 2/16/17	Z Project Team,WVSP Project Team
73	Complete Configuration Tasks	Thu 2/23/17	Thu 3/2/17	WVSP Project Team
74	Conduct Testing of Module	Thu 3/9/17	Thu 3/16/17	WVSP Project Team
75	<b>Data Conversion</b>	<b>Tue 2/7/17</b>	<b>Fri 3/10/17</b>	
76	<b>Legacy System (Motorola Crisnet RMS) Data Conversion</b>	<b>Tue 2/7/17</b>	<b>Fri 3/10/17</b>	
77	Review Data Conversion Schema and data samples	Tue 2/7/17	Wed 2/8/17	Z Project Team
78	Develop Plan for conversion	Wed 2/8/17	Thu 2/9/17	Z Project Team
79	Assign Resources for conversion	Thu 2/9/17	Thu 2/9/17	Z Project Team
80	Complete Walkthrough of Database Tables/Source Data	Thu 2/9/17	Thu 2/9/17	Z Project Team,WVSP Project Team
81	Complete Data Conversion Specification Document	Thu 2/9/17	Wed 2/15/17	Z Project Team
82	Review and Sign Data Conversion Specification Document	Wed 2/15/17	Thu 2/16/17	WVSP Project Team
83	Complete Data Mapping in Zuercher Suite Data Mapping Tool	Thu 2/16/17	Tue 2/21/17	WVSP Project Team
84	Process Data Conversion	Tue 2/21/17	Mon 2/27/17	Z Project Team
85	Complete High-Level Walkthrough of Data Converted	Mon 2/27/17	Mon 2/27/17	Z Project Team,WVSP Project Team
86	Complete Data Validation	Mon 2/27/17	Thu 3/2/17	WVSP Project Team
87	Create the Data Conversion Verification Document	Thu 3/2/17	Fri 3/3/17	Z Project Team
88	Review the Data Conversion Verification Document	Fri 3/3/17	Fri 3/3/17	WVSP Project Team
89	Complete and Sign the Data Conversion Verification Document	Fri 3/10/17	Fri 3/10/17	WVSP Project Team
90	<b>Training</b>	<b>Tue 1/31/17</b>	<b>Wed 4/12/17</b>	

Proposed WVSP Zuercher Suite RMS timeline

Contract signing: October 14, 2016

Go Live: April 18, 2017

ID	Task Name	Start	Finish	Resource Initials
91	Schedule Training	Tue 1/31/17	Tue 1/31/17	Z Project Manager,WVSP Project Manage
92	Create Training Agenda	Mon 3/13/17	Tue 3/14/17	Z Project Manager
93	Review Training Agenda	Tue 3/14/17	Wed 3/15/17	WVSP Project Manager
94	Create Training Documentation	Wed 3/15/17	Mon 3/20/17	Z Project Team
95	Provide WVSP specific scenarios for training	Mon 3/20/17	Wed 3/22/17	WVSP Project Manager
96	<b>Prepare WVSP Training Location</b>	<b>Mon 3/27/17</b>	<b>Thu 3/30/17</b>	
97	Setup 10 workstations	Mon 3/27/17	Tue 3/28/17	WVSP IT
98	Install Zuercher Suite Training Environment Client on work stations	Tue 3/28/17	Wed 3/29/17	WVSP IT
99	Setup Projector and Screen	Wed 3/29/17	Thu 3/30/17	WVSP IT
100	<b>Conduct Training</b>	<b>Mon 4/3/17</b>	<b>Mon 4/10/17</b>	
101	<b>Training</b>	<b>Mon 4/3/17</b>	<b>Mon 4/10/17</b>	
102	<b>Records Training</b>	<b>Mon 4/3/17</b>	<b>Mon 4/10/17</b>	
103	Conduct Scenario Based Training	Mon 4/3/17	Mon 4/10/17	Z Project Team
104	Create Training Verification Document	Wed 3/15/17	Thu 3/16/17	Z Project Manager
105	Sign and Return Training Verification Document	Tue 4/11/17	Wed 4/12/17	WVSP Project Manager
106	<b>GO LIVE with Zuercher</b>	<b>Thu 12/29/16</b>	<b>Tue 5/2/17</b>	
107	Schedule Go Live	Thu 12/29/16	Fri 12/30/16	Z Project Manager,WVSP Project Manage
108	Identify Go Live Timeline & Team	Tue 3/7/17	Tue 3/7/17	Z Project Manager,WVSP Project Manage
109	Create Go Live Verification Signoff Document	Tue 3/21/17	Wed 3/22/17	Z Project Manager
110	Review and Sign Go Live Verification Document	Tue 3/28/17	Wed 3/29/17	WVSP Project Manager
111	Zuercher Go Live Team On Site	Fri 4/14/17	Fri 4/14/17	Z Project Manager,Z Project Team,WVSP Project Team
112	Conduct Final Data Conversion	Fri 4/14/17	Mon 4/17/17	Z Project Team
113	Complete Interface Implementation	Mon 4/17/17	Mon 4/17/17	Z Project Team
114	Begin Using Zuercher Production	Tue 4/18/17	Tue 4/18/17	WVSP
115	Schedule Support Transition	Wed 3/22/17	Wed 3/22/17	Z Project Manager,WVSP Project Manage
116	Attend Support Transition	Thu 4/20/17	Thu 4/20/17	Z Project Manager,Z Project Team,WVSP Project Team
117	System Acceptance	Tue 5/2/17	Tue 5/2/17	WVSP
118	<b>Refresher Training</b>	<b>Tue 5/9/17</b>	<b>Tue 6/20/17</b>	
119	Identify areas where refresher training is needed	Tue 5/9/17	Tue 5/9/17	Z Project Manager,WVSP Project Manager
120	Schedule Refresher training	Tue 5/16/17	Wed 5/17/17	Z Project Manager,WVSP Project Manage
121	Create plan for refresher training	Wed 5/17/17	Wed 5/17/17	Z Project Manager
122	Assign Personnel for refresher training	Wed 5/17/17	Wed 5/17/17	Z Project Manager
123	Conduct Refresher Training	Fri 6/16/17	Tue 6/20/17	Z Project Team
124	<b>Estimated Post Go Live Items</b>			
125	Enhancements, if needed			





## End User Training Plan

The end user training plan provides a sample agenda for the remote and onsite training sessions. The onsite training sessions will be completed within one week. The training plan also provides a list of requirements for a successful training and a list the training session descriptions, recommended times, attendees, and topics.

### West Virginia State Police

Date: DD/MM/YY – DD/MM/YY

#### Remote Training Sessions

[Name of Trainer]

Date	Training Session	# Attendees	Time
DD/MM/YY	State Reporting	5	8:00 AM – 12:00 PM
DD/MM/YY	P&E Management	5	1:00 PM – 3:00 PM
DD/MM/YY	Reporting	10	8:00 AM – 10:00 AM
DD/MM/YY	Reporting	10	8:00 AM – 10:00 AM

#### End User - Onsite Training Sessions

[Name of Training Room]

[Name of Trainer]

Date	Training Session	# Attendees	Time
Tuesday DD/MM/YY	Records (Desktop)	15	8:00 AM – 12:00 PM
Tuesday DD/MM/YY	Records (Desktop)	15	1:00 PM – 5:00 PM
Wednesday DD/MM/YY	Records (Desktop)	15	8:00 AM – 12:00 PM
Wednesday DD/MM/YY	Records (Desktop)	15	1:00 PM – 5:00 PM
Thursday DD/MM/YY	Records (Desktop)	15	8:00 AM – 12:00 PM
Thursday DD/MM/YY	Investigations	10	1:00 PM – 3:00 PM
Thursday DD/MM/YY	Investigations	10	3:00 PM – 5:00 PM
Friday DD/MM/YY	Administrators	10	8:00 AM – 11:00 PM

## Training Requirements

The following items are required for successful training:

- **Resources for the Trainer**
  - One computer with a network connection
  - Most recent Zuercher Suite version installed and tested
  - Zuercher Mapping installed and tested (if purchased)
  - Conference Room or Training Room (preferred)
  - Projectors and screens set up and tested
    - Non CAD – one projector and one screen
    - CAD – two projectors and two screens
  - Podium or desk for trainer
- **Resources for the Trainees**
  - Computers with network connections to follow along
    - Non CAD – minimum of one monitor
    - CAD – minimum of two monitors (three are suggested)
  - Supervisor and/or Build Team member in every class to refer to policy questions
  - Maximum of fifteen trainees in each class
  - No more than two people at each workstation
  - Most recent Zuercher Suite version installed and tested on each training workstation
  - Zuercher Mapping installed and tested (if purchased)
  - Tested login for each trainee
  - All third-party devices (i.e., scanners, barcode reader, mug shot camera) connected and tested
  - Printer set up and tested (optional)

## Zuercher Suite Training Session Descriptions

The Zuercher Suite Training Session Descriptions provide a summary of each training session we offer for Zuercher Suite. Each training session contains a detailed description, topics, recommended time, location, requirements and recommended attendees. We use scenario based training style, so our project team will be asking your agency to provide real life scenarios for each training session.

## Records (Desktop)

The Records training session covers a variety of topics within the Zuercher Suite records module, but focuses heavily on the Case Report and how different departments use the Case Report. You will learn how to search, create, add information and edit Case Reports. We can divide the Records training into specific sessions for CID, Attorneys, Supervisors, Command Staff and Records Management or we can divide by specific topics such as Warrants, Sex Offenders, Pistol Permits, and Protection Orders.

## Topics

- Case Reports
- Investigative Leads
- Property & Evidence
- Intelligence Module
- Citations
- Warnings
- Field Identification
- Warrants
- Protection Orders
- Bicycle Registration
- Parking Ticket
- Pistol Permit
- Triple I
- Pawn Property
- Sex Offender
- State Reporting

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Agency divide sessions by training topics, job function and/or department. Agency provide scenarios.

**Attendees:** Any non-mobile users using Zuercher Suite Records

## Investigations, Intel and Investigative Leads (Desktop)

The Investigations, Intel and Investigative Leads training session covers how your Investigations Team will create and manage their cases. It includes topics from creating, editing, searching and sending for final approval. You will learn how to add evidence, narratives and recordings by using scenarios provided by your agency. If you elect to use our Intel and Investigative Leads modules, then we will provide extra time to learn how to use those topics too.

## Topics

- Case Reports
- Intelligence Module
- Investigative Leads
- Case Approval

**Time:** 2 hours

**Location:** Remote training prior to Go Live

**Requirements:** Attend the Records Training Session

**Attendees:** Investigations Department or CID

## Administrators and Case Workflow (Desktop)

This Administrators and Case Workflow training sessions focuses on Case Report Management including editing, printing and approving Case Reports. We will not cover how to create a Case Report, so you will want to attend the Mobile Records or Records training session.

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Attend the Mobile Records or Records Training Session

**Attendees:** Command Staff, Case Report Approvers & Administrators

## State Reporting Scenarios

The State Reporting Scenario training provides an overview on how to view and address state reporting errors on Case Reports. You will walk through several case report scenarios which require you to enter specific information before you can submit to the state reporting repository. The training will prepare you for the post go live state reporting certification process.

**Time:** 2 hours

**Location:** Remote training prior to Go Live

**Requirements:** Attend the Records Training Session

**Attendees:** Individuals submitting NIBRS information to the State Repository.

## Property & Evidence Management

The Property & Evidence Management training session prepares your staff for tracking all pieces of property and evidence from temporary storage to release. The session includes tracking the disposition of items, reminders for disposal, and the chain of custody log. If your agency purchased the Extend solution, then we would cover the custodian management pieces and digital signatures on the tablet too.

**Topics:**

- Search, Add & Edit Property
- Bulk Manage
- Chain of Custody
- Digital Signatures
- Audit
- Scanner & Barcode

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Attend the Records Training Session

**Attendees:** Property & Evidence Technicians and Supervisors

## Reporting

This Reporting training session provides a simple and straightforward process to create reports and does not require SQL experience. The session demonstrates how filters, sorting and grouping can be applied to display the data as desired. You will learn how to create custom dashboard parts to display information relevant to your day to day activities on your dashboard. Based on the reports, you will be able to create charts, graphs and heat maps too.

**Topics:**

- Listview Report
- Crosstab Report
- Format your Report
- Charts & Graphs
- Custom Dashboard Parts
- Recurring Reports

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Attend any Zuercher training session. Agency provide scenarios.

**Attendees:** Supervisors or any staff interested in creating reports.



## Train the Trainer Training Plan

The train the trainer training plan provides a sample agenda for the onsite Zuercher led training sessions and agency led training sessions. The onsite Zuercher led training sessions will be completed approximately one month prior to go live and the training session time frames will be extended to allow adequate time to learn how to teach Zuercher Suite. After the agency completes their end user training sessions, then a weekly status report will be sent to the agency listing

The training plan also provides a list of requirements for a successful training and a list the training session descriptions, recommended times, attendees, and topics.

### West Virginia State Police

Date: DD/MM/YY – DD/MM/YY

#### Train the Trainer – Onsite Zuercher led Training Sessions

[Name of Training Room]

[Name of Trainer]

Date	Training Session	# Attendees	Time
Tuesday DD/MM/YY	Records (Desktop)	10	8:00 AM – 2:00 PM
Tuesday DD/MM/YY	Investigations	10	2:00 PM – 5:00 PM
Wednesday DD/MM/YY	Records (Desktop)	10	8:00 AM – 2:00 PM
Wednesday DD/MM/YY	Investigations	10	1:00 PM – 3:00 PM
Thursday DD/MM/YY	P&E Management	10	8:00 PM – 10:00 PM
Thursday DD/MM/YY	State Reporting	10	10:00 PM – 12:00 PM
Thursday DD/MM/YY	Reporting	10	1:00 PM – 3:00 PM

#### End User – Agency led Training Sessions

[Name of Training Room]

[Name of Trainer]

Date	Training Session	# Attendees	Time
Tuesday DD/MM/YY	Records (Desktop)	15	8:00 AM – 12:00 PM
Tuesday DD/MM/YY	Records (Desktop)	15	1:00 PM – 5:00 PM
Wednesday DD/MM/YY	Records (Desktop)	15	8:00 AM – 12:00 PM
Wednesday DD/MM/YY	Records (Desktop)	15	1:00 PM – 5:00 PM
Thursday DD/MM/YY	Records (Desktop)	15	8:00 AM – 12:00 PM
Thursday DD/MM/YY	Investigations	10	1:00 PM – 3:00 PM
Thursday DD/MM/YY	Investigations	10	3:00 PM – 5:00 PM
Friday DD/MM/YY	Administrators	10	8:00 AM – 11:00 PM

## Training Requirements

The following items are required for successful training:

- **Resources for the Trainer**
  - One computer with a network connection
  - Most recent Zuercher Suite version installed and tested
  - Zuercher Mapping installed and tested (if purchased)
  - Conference Room or Training Room (preferred)
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    - Non CAD – one projector and one screen
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- **Resources for the Trainees**
  - Computers with network connections to follow along
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    - CAD – minimum of two monitors (three are suggested)
  - Supervisor and/or Build Team member in every class to refer to policy questions
  - Maximum of fifteen trainees in each class
  - No more than two people at each workstation
  - Most recent Zuercher Suite version installed and tested on each training workstation
  - Zuercher Mapping installed and tested (if purchased)
  - Tested login for each trainee
  - All third-party devices (i.e., scanners, barcode reader, mug shot camera) connected and tested
  - Printer set up and tested (optional)

## Zuercher Suite Training Session Descriptions

The Zuercher Suite Training Session Descriptions provide a summary of each training session we offer for Zuercher Suite. Each training session contains a detailed description, topics, recommended time, location, requirements and recommended attendees. We use scenario based training style, so our project team will be asking your agency to provide real life scenarios for each training session.

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## Topics

- Case Reports
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- Property & Evidence
- Intelligence Module
- Citations
- Warnings
- Field Identification
- Warrants
- Protection Orders
- Bicycle Registration
- Parking Ticket
- Pistol Permit
- Triple I
- Pawn Property
- Sex Offender
- State Reporting

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Agency divide sessions by training topics, job function and/or department. Agency provide scenarios.

**Attendees:** Any non-mobile users using Zuercher Suite Records

## Investigations, Intel and Investigative Leads (Desktop)

The Investigations, Intel and Investigative Leads training session covers how your Investigations Team will create and manage their cases. It includes topics from creating, editing, searching and sending for final approval. You will learn how to add evidence, narratives and recordings by using scenarios provided by your agency. If you elect to use our Intel and Investigative Leads modules, then we will provide extra time to learn how to use those topics too.

### Topics

- Case Reports
- Investigative Leads
- Intelligence Module
- Case Approval

**Time:** 2 hours

**Location:** Remote training prior to Go Live

**Requirements:** Attend the Records Training Session

**Attendees:** Investigations Department or CID

## Administrators and Case Workflow (Desktop)

This Administrators and Case Workflow training sessions focuses on Case Report Management including editing, printing and approving Case Reports. We will not cover how to create a Case Report, so you will want to attend the Mobile Records or Records training session.

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Attend the Mobile Records or Records Training Session



**Attendees:** Command Staff, Case Report Approvers & Administrators

## State Reporting Scenarios

The State Reporting Scenario training provides an overview on how to view and address state reporting errors on Case Reports. You will walk through several case report scenarios which require you to enter specific information before you can submit to the state reporting repository. The training will prepare you for the post go live state reporting certification process.

**Time:** 2 hours

**Location:** Remote training prior to Go Live

**Requirements:** Attend the Records Training Session

**Attendees:** Individuals submitting NIBRS information to the State Repository.

## Property & Evidence Management

The Property & Evidence Management training session prepares your staff for tracking all pieces of property and evidence from temporary storage to release. The session includes tracking the disposition of items, reminders for disposal, and the chain of custody log. If your agency purchased the Extend solution, then we would cover the custodian management pieces and digital signatures on the tablet too.

**Topics:**

- Search, Add & Edit Property
- Bulk Manage
- Chain of Custody
- Digital Signatures
- Audit
- Scanner & Barcode

**Time:** 2 hours

**Location:** Remote or Onsite training prior to Go Live

**Requirements:** Attend the Records Training Session

**Attendees:** Property & Evidence Technicians and Supervisors

## Reporting

This Reporting training session provides a simple and straightforward process to create reports and does not require SQL experience. The session demonstrates how filters, sorting and grouping can be applied to display the data as desired. You will learn how to create custom dashboard parts to display information relevant to your day to day activities on your dashboard. Based on the reports, you will be able to create charts, graphs and heat maps too.

**Topics:**

- Listview Report
- Crosstab Report
- Format your Report
- Charts & Graphs
- Custom Dashboard Parts
- Recurring Reports

**Time:** 2 hours**Location:** Remote or Onsite training prior to Go Live**Requirements:** Attend any Zuercher training session. Agency provide scenarios.**Attendees:** Supervisors or any staff interested in creating reports.

## Attachment C: Cost Sheet

Zuercher has included the completed cost sheet in a separate sealed envelope, per the WVSP's request.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On August 4, 2016 before me, Sean William Raburn  
*Date Here Insert Name and Title of the Officer*  
personally appeared Blake Clark  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: West Virginia State Police - Purchasing Affidavit Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



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

**State of West Virginia  
 Request for Proposal  
 31 – Public Safety**

Proc Folder: 230518

Doc Description: Records Management System (RMS)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-19	2016-08-16 13:30:00	CRFP 0612 DPS1700000001	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:  
 Zuercher Technologies, LLC  
 4509 W. 58th Street  
 Sioux Falls, SD 57108  
 (605) 274-6061

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X  FEIN # 36-4521321 DATE August 4, 2016

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

**ADDITIONAL INFORMATION:**

**Request for Proposal (CRFP)**

The West Virginia Purchasing Division is soliciting proposals for the agency, the West Virginia State Police, to provide a records case management system, per the attached documentation.

Online bidding has been prohibited for this solicitation.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Records Management System	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111700			

**Extended Description :**

Records Management System - See Attachment C - Cost Sheet

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2016-08-02

DPS170000001	<b>Document Phase</b> Final	<b>Document Description</b> Records Management System (RMS)	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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 four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 48 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.

**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.

**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.

**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.

**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.

**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.

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.

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

\_\_\_\_\_ for \_\_\_\_\_.

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.

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 § 148-1-6.1.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](mailto: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 heath, 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.

Paige Bock  
(Name, Title)  
Paige Bock, Staff Attorney  
(Printed Name and Title)  
4509 W. 58th Street, Sioux Falls, SD 57108  
(Address)  
(605) 274-6061 / (888) 477-5591  
(Phone Number) / (Fax Number)  
paige.bock@zuerchertech.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.

Zuercher Technologies, LLC  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Blake Clark, Chief Financial Officer  
(Printed Name and Title of Authorized Representative)

August 4, 2016  
(Date)

(858) 799-7000 / (858) 799-7011  
(Phone Number) (Fax Number)

## Exceptions

Zuercher has responded to the RFP requirements using the following response terminology:

Term	Definition
Understood	Zuercher has read and understood the information; no explicit compliance or exceptions are required.
Compliant	Zuercher's response complies with the requirement(s).
Partially Compliant	Zuercher's response partially complies with the requirement(s); specific exceptions are described in detail.
Exception	Zuercher's response does not comply with the requirement(s).
Alternative Method	Zuercher's response complies with the requirement(s) using an alternative methodology, described in detail.

### GENERAL TERMS AND CONDITIONS

#### RFP Requirement:

##### 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.

#### Zuercher Response: Partially Compliant

Following notification of award, Zuercher will negotiate in good faith with the WVSP to reach an agreement with mutually acceptable terms and conditions. Zuercher agrees that WVSP's RFP as modified by Zuercher's Proposal will be incorporated by reference into the final contract, with the terms and conditions of the final contract taking priority.

Zuercher would note that it has successfully negotiated a contract with the WVSP that is still in place.

#### RFP Requirement:

##### 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 four (4) successive one (1) year periods not

to exceed 48 months in total. Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Zuercher Response: Alternative Method**

Zuercher respectfully proposes that if a definitive term is required for the resulting contract that language be added to address those terms intended to survive termination, including but not limited to copyright and trademark infringement, software license, and confidentiality.

**RFP Requirement:**

**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.

**Zuercher Response: Alternative Method**

For clarification, as certain documentation will be provided as deliverable items during the course of project implementation, Zuercher proposes that Notice to Proceed be provided after the negotiated contract has been fully executed.

**RFP Requirement:**

**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.

**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.

**Zuercher Response: Alternative Method**

Zuercher proposes that the Statement of Work will define the implementation process for the deliverables and services to be provided as set forth in the Pricing Detail of the resulting contract, which will be implemented in accordance with the mutually agreed upon Project Schedule.

**RFP Requirement:**

**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 of 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.

**Zuercher Response: Partially Compliant**

For clarification, Zuercher is the sole source for software licenses and services related to its software. Any third party software licenses or deliverables are subject to the applicable manufacturer's or vendor's then current rates for such software, hardware and services.

**RFP Requirement:**

**10. LIQUIDATED DAMAGES**

Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_ . 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.

**Zuercher Response: Alternative Method**

Zuercher is not adverse to a liquidated damages provision; however, further definition is required to address the circumstances under which liquidated damages may be imposed, including a reasonable cap. For example, Zuercher proposes that liquidated damages be limited to Zuercher's failure to meet the mutually agreed upon date for Go Live set forth in the Project Schedule, including amendments thereto. Liquidated damages may not be assessed for delays caused by the WVSP, or any of their employees, agents, contractors or vendors.

**RFP Requirement:**

**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.

**Zuercher Response: Alternative Method**

Zuercher has proposed a firm-fixed price for the deliverables proposed herein. Zuercher will hold the proposed pricing herein for a period of 90 days from the date of this proposal. Zuercher's pricing may vary if there is any change in the scope, quantity and/or schedule of the proposed deliverables.

Annual maintenance and support for the Zuercher Software begins at Go Live. Pricing for the first year of annual maintenance and support is included in the Contract Price. Pricing for the first four (4) renewal terms (constituting years 2 through 5) have been included in the Cost Proposal. Thereafter, annual maintenance and support are subject to increase on an annual basis at a rate of 5%.

**RFP Requirement:**

**13. PAYMENT**

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

**Zuercher Response: Alternative Method**

Zuercher respectfully proposes that payments will be made in accordance with the mutually agreed upon milestone schedule in the resulting Contract.

**RFP Requirement:**

**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.

**Zuercher Response: Compliant**

For clarification, Zuercher proposes that any changes in the scope of the project will be processed through a mutually agreed upon change order signed by both parties.

**RFP Requirement:**

**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.

**Zuercher Response: Partially Compliant**

Zuercher proposes that in the event of termination due to non-appropriation of funds that Zuercher be paid for fees and expenses earned up to the date of such termination.

**RFP Requirement:**

**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 § 148-1-6.1.e.

**Zuercher Response: Alternative Method**

Zuercher respectfully proposes that the resulting contract include a mutual termination provision in the event that either party is in material breach of the terms and conditions of the contract, the party alleging such default or breach may terminate the agreement upon thirty (30) days prior written notice to the defaulting party provided that the default or breach is not cured within the thirty (30) day period. Zuercher standard termination provisions are as follows:

**By Zuercher for Cause**

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under



this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under West Virginia law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

#### **By Customer for Cause**

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

#### **Termination without Cause**

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

#### **Post-Termination Obligations**

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Exhibit C: Payment Schedule for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

Zuercher also proposes that in the event of cancellation for any reason, Zuercher will be paid for all fees earned up to the date of cancellation.

**RFP Requirement:**

**19. TIME**

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

**Zuercher Response: Alternative Method**

Zuercher proposes that implementation of the project will be in accordance with the mutually agreed upon Project Schedule, including any mutually agreed upon amendments thereto.

**RFP Requirement:**

**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.

**Zuercher Response: Exception**

Zuercher respectfully proposes that the final negotiated contract include all applicable terms and conditions and will reflect the mutually agreed upon project and system configuration. For clarification, the RFP provides the Client's subjective criteria, to which the Proposers have provided subjective responses based on the content of the RFP. The final negotiated contract and statement of work will provide the objective criteria for the project. Therefore, Zuercher agrees to be bound by the terms and conditions in the order of precedence as follows:

1. Amendments to the Agreement
2. The Agreement
3. The Statement of Work
4. The RFP as modified by the Proposer's response thereto.

**RFP Requirement:**

**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 not be required on certain agency delegated or exempt purchases.

**Zuercher Response: Alternative Method**

Zuercher respectfully proposes that neither party may assign or transfer this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**RFP Requirement:**

**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.

**Zuercher Response: Exception**

The system and Vendor Software is not warranted to be defect free or to perform free of software errors, but is warranted to function in substantial conformity with the Vendor documentation provided with it for a period of twelve (12) months following the date of Go Live. This warranty is in lieu of all other warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Hardware and third party software are warranted by the applicable manufacturer and/or vendor thereof in accordance with their standard terms and conditions. Vendor will pass through all applicable warranties granted to it for hardware and third party items procured hereunder.

Zuercher's standard warranty provisions are as follows:

**Software Warranties**

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in Exhibit A: Statement of Work. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of Exhibit D: Maintenance Agreement. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

**Hardware and Third-Party Software Warranties**

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**RFP Requirement:**

**31. 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.

**Zuercher Response: Compliant**

Zuercher has, or will obtain, any applicable licenses, permits, insurance and government approvals necessary or relevant to the performance of its obligations under the contract.

**RFP Requirement:**

**33. ANTITRUST**

In submitting a bid to, signing a contract with, or accepting an 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.

**Zuercher Response: Exception**

As a COTS solution, Zuercher shall retain all right and title to the Zuercher software and its associated documentation, including any modifications thereto. All right and title to third-party software and its associated documentation shall remain with the applicable vendor.

**RFP Requirement:**

**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.

**Zuercher Response: Alternative Method**

Zuercher respectfully proposes that indemnification be limited to direct damages, and that the Vendor not be liable for claims or actions caused by the WVSP, its employees, agents or contractors, as well as a limitation of liability provision. Zuercher standard provision is as follows:

## **Indemnification and Limitation of Liability**

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL ZUERCHER, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

### **RFP Requirement:**

#### **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.

#### **Zuercher Response: Partially Compliant**

Zuercher is not opposed to other State entities purchasing under the resulting contract; however, each such entity will require pricing and a Statement of Work based on the scope of work, configuration, interface requirements and other specifications relative to that entity's requirements.

Zuercher will extend the pricing as set forth in the resulting contract to other State entities for the specified period to be negotiated following the date of contract execution. Thereafter Zuercher's

then current pricing will be applicable. Additional third party items or services purchased subsequent to such date will be subject to the applicable vendor's then current pricing.

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: Zuercher Technologies, LLC

Authorized Signature:  Date: August 4, 2016

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** SEE ATTACHED