



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header # 1

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 255521

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0608

Vendor ID: VC0000017481

SO Doc ID: COR1700000004

Legal Name: PROVISION INC

Published Date: 12/23/16

Alias/DBA:

Close Date: 1/3/17

Total Bid: \$59,480.13

Close Time: 13:30

Response Date: 12/30/2016

Status: Closed

Response Time: 11:54

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 255521

**Solicitation Description :** ADDENDUM 1 BODY WORN CAMERAS AND SaaS DATA BASED STORAGE

**Proc Type :** Central Master Agreement

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2017-01-03<br>13:30:00 | SR 0608 ESR12301600000002989 | 1       |

| VENDOR                        |
|-------------------------------|
| VC0000017481<br>PROVISION INC |

**Solicitation Number:** CRFQ 0608 COR1700000004

**Total Bid :** \$59,480.13      **Response Date:** 2016-12-30      **Response Time:** 11:54:45

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc | Qty      | Unit Issue | Unit Price   | Ln Total Or Contract Amount |
|------|--------------|----------|------------|--------------|-----------------------------|
| 1    | BODY CAMERA  | 40.00000 | EA         | \$349.000000 | \$13,960.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 46171610  |              |               |         |

Extended Description : BODY WORN CAMERA

| Line | Comm Ln Desc         | Qty     | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------------|---------|------------|------------|-----------------------------|
| 2    | POINT-OF-VIEW CAMERA | 6.00000 | EA         |            |                             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 46171610  |              |               |         |

Extended Description : POINT-OF-VIEW CAMERA

**Comments:** 4.1.2. POINT-OF-VIEW CAMERA  
 Because of the many limitations to the point-of-view cameras PRO-VISIONON doesn't offer one.  
 We can point out the many limitations if you care to know.

| Line | Comm Ln Desc    | Qty      | Unit Issue | Unit Price     | Ln Total Or Contract Amount |
|------|-----------------|----------|------------|----------------|-----------------------------|
| 3    | DOCKING STATION | 16.00000 | EA         | \$1,195.000000 | \$19,120.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43211602  |              |               |         |

Extended Description : DOCKING STATION

| Line | Comm Ln Desc        | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------|-----|------------|------------|-----------------------------|
| 4    | CLOUD BASED LICENSE |     |            |            | \$26,400.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112006  |              |               |         |

Extended Description : CLOUD BASED LICENSE (TO INCLUDE UNLIMITED STORAGE FOR DATA FROM CAMERA)

**Comments:** Breakdown:  
 \$55 Monthly Fee  
 Qty: 40 Body Worn Cameras  
 Term: 12 Months  
 \$55 X 40 X 12 = \$26400 Per Year

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----|------------|------------|-----------------------------|
| 5    | TRAINING     |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112006  |              |               |         |

Extended Description : TRAINING

**Comments:** 5.1.2.1 TRAINING  
 The Regional Manager, Mike Becker will do the on-site BODYCAM training (5.1.2.1.1 and 5.1.2.1.2) for free. We supply 2 hours of development and training time via web-interface with our cameras and SecuraMax

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----|------------|------------|-----------------------------|
| 6    | DATA STORAGE |     |            |            | \$0.13                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112006  |              |               |         |

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

**Comments:** \$.125 per GB is the actual fee for overages.



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

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 255521

Doc Description: BODY WORN CAMERAS AND SaaS DATA BASED STORAGE

Proc Type: Central Master Agreement

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

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

PRO-VISION, Inc. 8625-B Byron Commerce Dr. SW, Byron Center, MI 49315, Ph. 616.583.1520

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

810623979

DATE

12-29-16

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

**ADDITIONAL INFORMATION:**

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

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

| Line | Comm Ln Desc | Qty      | Unit Issue | Unit Price | Total Price |
|------|--------------|----------|------------|------------|-------------|
| 1    | BODY CAMERA  | 40.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 46171610  | PRO-VISION   | BODYCAM       | BC-300  |

Extended Description :  
BODY WORN CAMERA

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

| Line | Comm Ln Desc         | Qty     | Unit Issue | Unit Price | Total Price |
|------|----------------------|---------|------------|------------|-------------|
| 2    | POINT-OF-VIEW CAMERA | 6.00000 | EA         |            |             |

| Comm Code | Manufacturer           | Specification | Model # |
|-----------|------------------------|---------------|---------|
| 46171610  | N/A see exception page |               |         |

Extended Description :  
POINT-OF-VIEW CAMERA

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

| Line | Comm Ln Desc    | Qty      | Unit Issue | Unit Price | Total Price |
|------|-----------------|----------|------------|------------|-------------|
| 3    | DOCKING STATION | 16.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43211602  | PRO-VISION   | BODYCAM       | BC-380  |

Extended Description :  
DOCKING STATION

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

| Line | Comm Ln Desc        | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------|-----|------------|------------|-------------|
| 4    | CLOUD BASED LICENSE |     |            |            |             |

| Comm Code | Manufacturer            | Specification | Model #               |
|-----------|-------------------------|---------------|-----------------------|
| 81112006  | SecuraMax by PRO-VISION | Cloud Based   | SMX-1YR WITH RENEWALS |

Extended Description :  
CLOUD BASED LICENSE (TO INCLUDE UNLIMITED STORAGE FOR DATA FROM CAMERA)

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

| Line | Comm Ln Desc | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------|---------|------------|------------|-------------|
| 5    | TRAINING     | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification             | Model # |
|-----------|--------------|---------------------------|---------|
| 81112006  | PRO-VISION   | ONLY PRO-VISION EMPLOYEES |         |

Extended Description :  
TRAINING



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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----|------------|------------|-------------|
| 6    | DATA STORAGE |     |            |            |             |

| Comm Code | Manufacturer            | Specification | Model #               |
|-----------|-------------------------|---------------|-----------------------|
| 81112006  | SecuraMax by PRO-VISION |               | SMX-1YR WITH RENEWALS |

**Extended Description :**

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

| SCHEDULE OF EVENTS |                          |            |
|--------------------|--------------------------|------------|
| Line               | Event                    | Event Date |
| 1                  | VENDOR QUESTION DEADLINE | 2016-12-21 |

|               |                                |   |                       |
|---------------|--------------------------------|---|-----------------------|
| COR1700000004 | <b>Document Phase</b><br>Draft | <b>Document Description</b><br>BODY WORN CAMERAS AND SaaS DATE<br>BASED STORAGE | <b>Page 5</b><br>of 5 |
|---------------|--------------------------------|---|-----------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

## **GENERAL TERMS AND CONDITIONS:**

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



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

**Term Contract**

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

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

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

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

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

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

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

**Other:** See attached.

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

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

**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

N/A

for N/A

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

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

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

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

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

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.

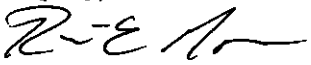
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor 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.

Mike Becker, Mid South Regional Manager  
(Name, Title)  
Mike Becker, Mid South Regional Manager  
(Printed Name and Title)  
8625 - B Byron Commerce Dr. SW, Byron Center, MI 49315  
(Address)  
Ph. 616-583-1520 Fax 616-583-1522  
(Phone Number) / (Fax Number)  
mike.becker@provisionusa.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.

PRO-VISION, Inc.  
(Company)  
  
Robert Goss Sales Manger  
(Authorized Signature) (Representative Name, Title)

Robert Goss Sales Manager  
(Printed Name and Title of Authorized Representative)

12-29-16  
(Date)

ph. 616-583-1520 fax 616-583-1522  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ COR170000004

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PRO-VISION, Inc.

Company



Authorized Signature

12-29-16

Date

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

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

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on the behalf of West Virginia Division of Corrections, WV Fire Commission, WV Division of Natural Resources, WV Alcohol Beverage Control Administration, to establish an open-end contract for Body Worn Cameras and Software-as-a-Service (SaaS) Data Storage Application.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1. **“Contract Items”** means the Body Worn Cameras as more fully described in these specifications.
  - 2.2. **“Contract Services”** means Cloud-based (SaaS) Data Storage as more fully described in these specifications.
  - 2.3. **“Software-as-a-Service” (SaaS)** means the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
  - 2.4. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. Vendor shall have a minimum of 3 years of experience in supplying Body Worn Cameras to law enforcement and/or corrections industry. Meets
  - 3.2. Vendor shall have a minimum of 3 years of experience in providing SaaS Data Storage for product. Meets
4. **GENERAL REQUIREMENTS:**
  - 4.1. **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must

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

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meet or exceed the mandatory requirements as shown below.

**4.1.1. Body Worn Camera**

- 4.1.1.1. Product must have ability to be securely attached to traditional law enforcement service clothing. Meets
- 4.1.1.2. Product shall be maximum 3"W X 3.5" H X 1" D. Meets
- 4.1.1.3. Product shall have a maximum weight of 6 ounces. Meets
- 4.1.1.4. Product shall have a minimum field of view of 140 degrees. Exceeds
- 4.1.1.5. Product shall be able to record in a minimum of 720P format. Exceeds
- 4.1.1.6. Product shall have a minimum battery life of 8 hours. Battery life consists of single battery to cover a traditional shift. Products that require change of battery will not be considered. Exceeds
- 4.1.1.7. Product shall be weather resistant. Temperature operating range of -4° F to 120° F. Exceeds with IP68 rating
- 4.1.1.8. Product shall be shock resistant and sustainable during drop test of 6 feet. Exceeds
- 4.1.1.9. Product shall provide internal data storage capable of maintaining a minimum of 24 hours of recording prior to uploading to external data storage. Meets
- 4.1.1.10. Product will not have wireless network capabilities or have the ability to disable wireless capabilities. Ours has it and why not if you want it?
- 4.1.1.11. Device must have access control and data encryption capabilities. Meets

**4.1.2. Point-of-View Camera PLEASE SEE EXCEPTIONS PAGE**

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

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

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

**4.2. Docking Station** PLEASE SEE NOTE ON EXCEPTIONS PAGE

- 4.2.1. Docking station shall be capable of attaching a minimum of four (4) cameras to allow for simultaneous charging and data uploading. Exceeds we have 10 ports
- 4.2.2. Docking station shall have Ethernet port for direct network connection for secure upload of data to storage system. Meets

**5. MANDATORY REQUIRMENTS:**

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

**5.1.1. SaaS Data Storage Application**

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



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**Body Worn Cameras & Cloud-based Data Storage**

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

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products. Yes but PLEASE SEE NOTE ON EXCEPTION PAGE

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

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

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

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

**6. CONTRACT AWARD:**

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

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

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

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

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**Body Worn Cameras & Cloud-based Data Storage**

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

**9. VENDOR DEFAULT:**

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

**9.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**9.1.2.** Failure to comply with other specifications and requirements contained herein.

**9.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**9.1.4.** Failure to remedy deficient performance upon request.

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

**9.2.1.** Immediate cancellation of the Contract.

**9.2.2.** Immediate cancellation of one of more release orders issued under this Contract.

**9.2.3.** Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

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

**Contract Manager:** Mike Becker

**Telephone Number:** 616-583-1520

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

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**Fax Number:** 616-583-1522

**Email Address:** mike.becker@provisionusa.com



## EXCEPTIONS FOR CRFQ 0608 COR1700000004

### 4.1.2. POINT-OF-VIEW CAMERA

Because of the many limitations to the point-of-view cameras PRO-VISIONON doesn't offer one.

### 4.2. DOCKING STATION

We have quoted the request of 16 docking stations but our stations have 10 ports so you may need less. Maybe only 4.

### 5.1.1.2. DATA STORAGE

*SecuraMax*® by PRO-VISION has full ingestion capabilities for all file types (even other vendor's point-of-view cameras). Incurred overages will be calculated at 12.5 cents per Gigabyte.

### 5.1.2.1 TRAINING

The Regional Manager, Mike Becker will do the on-site BODYCAM training (5.1.2.1.1 and 5.1.2.1.2) for free. We supply 2 hours of development and training time via web-interface with our cameras and *SecuraMax*® at no extra cost (the normal training time seems to only take 45 minutes).

### PRICING

***SecuraMax*® Data Management can either be Cloud-Based as you have asked for or it can be Server-Based.**

***I'm giving you both ways so you can have a choice.***

***Please call us with questions @ 800-576-1126***

|           |                    |
|-----------|--------------------|
| Exhibit A | CRFQ COR1700000004 |
|-----------|--------------------|

**CLOUD-BASED**

|   |  |
|---|--|
| <b>Body Worn Cameras and Cloud-based Data Storage</b> |  |
| <b>Section A</b>                                      |  |

| Item               | Description                             | Estimated Units | Unit of Measure | Unit Price | Extended Price     |
|--------------------|---|-----------------|-----------------|------------|--------------------|
| 4.1.1              | Body Camera                             | 40              | Each            | \$349.00   | \$13,960.00        |
| 4.1.2              | Point-of-view Camera SEE EXEMPTION PAGE | 6               | Each            | N / A      | 0                  |
| 4.2                | Docking station SEE EXEMPTION PAGE      | 16              | Each            | \$1,195.00 | \$19,120.00        |
| <b>Total Price</b> |   |                 |                 |            | <b>\$33,080.00</b> |

|                  |
|------------------|
| <b>Section B</b> |
|------------------|

| Item               | Description   | Estimated Units | Unit of Measure | Unit Price                | Annual Price       |
|--------------------|---|-----------------|-----------------|---------------------------|--------------------|
| 5.1.1              | Cloud-Based license (to include unlimited storage for data from camera)               | 1               | Each            | \$55 x 40 x 12            | \$26,400.00        |
| 5.1.2              | Training  | 1               | Each            | FREE                      | FREE               |
| 5.1.1.2            | Data storage for items attached to video clip (i.e reports, transcripts, etc), per GB | 1               | Each            | 12.5 cents per GB overage | Unknown            |
| <b>Total Price</b> |   |                 |                 |                           | <b>\$26,400.00</b> |

|                         |                    |
|-------------------------|--------------------|
| <b>Total Bid Amount</b> | <b>\$59,480.00</b> |
|-------------------------|--------------------|

| Vendor Information |  |
|--------------------|--|
| Name/Title         | Mike Becker MID SOUTH REGIONAL MANAGER |
| Phone              | 616-583-1520 or 800-576-1126           |
| Fax                | 616-583-1522                           |
| Email              | mike.becker@provisionusa.com           |

|           |                    |
|-----------|--------------------|
| Exhibit A | CRFQ COR1700000004 |
|-----------|--------------------|

SERVER-BASED

Body Worn Cameras and Cloud-based Data Storage

Section A

| Item               | Description                             | Estimated Units | Unit of Measure | Unit Price | Extended Price     |
|--------------------|---|-----------------|-----------------|------------|--------------------|
| 4.1.1              | Body Camera                             | 40              | Each            | \$349.00   | \$13,960.00        |
| 4.1.2              | Point-of-view Camera SEE EXCEPTION PAGE | 6               | Each            | N / A      | 0                  |
| 4.2                | Docking station SEE EXCEPTION PAGE      | 16              | Each            | \$1,195.00 | \$19,120.00        |
| <b>Total Price</b> |   |                 |                 |            | <b>\$33,080.00</b> |

Section B

| Item               | Description   | Estimated Units | Unit of Measure | Unit Price  | One Time Price (Based on Qty 50 or Less) |
|--------------------|---|-----------------|-----------------|-------------|--|
| 5.1.1              | Self-Hosted license (to include unlimited storage for data from camera)               | 1               | Each            | \$30,000.00 | \$30,000.00                              |
| 5.1.2              | Training  | 1               | Each            | FREE        | FREE                                     |
| 5.1.1.2            | Data storage for items attached to video clip (i.e reports, transcripts, etc), per GB | 1               | Each            | N / A       | N/A                                      |
| <b>Total Price</b> |   |                 |                 |             | <b>\$30,000.00</b>                       |

|                  |                    |
|------------------|--------------------|
| Total Bid Amount | <b>\$63,080.00</b> |
|------------------|--------------------|

| Vendor Information |                              |
|--------------------|------------------------------|
| Name/Title         | Mike Becker                  |
| Phone              | 616-583-1520 or 800-576-1126 |
| Fax                | 616-583-1522                 |
| Email              | mike.becker@provisionusa.com |



**PRO-VISION QUOTE # MECSQ1892**  
FOR CRFQ COR1700000004

**BODYCAM® Body-Worn Camera Features:**

- Waterproof IP68
- 12+ Hour Full-Shift Battery
- 30% Better HD Video Quality
- One-Touch Recording
- Selectable Night Vision
- Pre-Event HD Recording
- 20x More Rugged Data Contacts
- 32GB Internal Storage
- 10 Camera Docking Stations
- Unbeatable Value

**BODYCAM® Body-Worn Camera Benefits:**

- **Reliable**  
*Rugged, Waterproof Design*
- **Simple**  
*One-Touch Recording*
- **Affordable**  
*More Than 50% Less than Other Brands*

**BODYCAM® BC-300 HD Body-Worn Camera Kit Includes:**

- BODYCAM® BC-300 HD Body-Worn Camera
- Rotating Garment Clip
- 32GB Internal Storage
- DC Wall Charger
- 12V USB Charger Adapter
- USB Download Cable

**Purchase Price per Unit: \$349 + S&H**

**40 x \$349 = \$13,960.00**

**PLUS**

**BC-380... 10 Camera USB Docking Station @ \$1,195.00**

**16 x \$1,195.00 = \$19,120.00**

**Product Grand Total = \$33,080.00 + S&H**

*Purchase price is USD and FOB Byron Center, MI.*

*Net 30 Day Terms or 2.0% Discount Net 10 Day Terms.*

*5% Product Discount when 100% payment is received with purchase order.*

*Terms and Discounts do not apply to lease or credit card payments.*

*Past due invoices will be subject to a 1.5% per month Finance Charge.*

*No technical support or warranty claims will be provided for any product*

*until PRO-VISION, Inc. has received full payment for such product.*

*All transactions are subject to final PRO-VISION® Management Approval.*





**SecuraMax® Data Management Features:**

- *CJIS Compliant Cloud Storage*
- *Self-Hosted Storage Option*
- *100GB Per Month Data Storage*
- *Complete Turn-Key Solution*
- *Audit Trails and Usage Reports*
- *Microsoft Partnership Security Assurance*
- *Automatic Video Upload*
- *Custom Tagging & Retention Cycles*
- *Retention Assurance™ File Protection*
- *Encrypted File Storage*

**SecuraMax® Data Management Benefits:**

- **Reliable**  
*Data Storage Redundancy*
- **Simple**  
*Complete Turn-Key Solution*
- **Secure**  
*Unbeatable Security Measures*

**SecuraMax® Cloud Plan Pricing:**

SMX-3YR SecuraMax® 3 Year Plan Monthly Fee per Device: \$55  
40 X \$55 X 12 = \$26,400 Annually  
Plus the PRODUCTS

**SecuraMax® Server Software Plan Pricing:**

SMX-SVR ... \$30,000.00 ... Self-Hosted Server Supported for the lifetime of this version.  
Plus the PRODUCTS.

**SecuraMax® Options:**

SMX-PP SecuraMax® BC-300 Hardware Protection Plan  
Monthly Fee per Device: \$14

*All Prices are in U.S. Dollars.*

*Cloud Plan Price per Month Based on Service Contract for the specified length.*

*Service Contract and End User License Agreement (EULA) required.*

*Additional terms specified in Service Contract and EULA.*

*Protection Plan Claims Subject to Deductible.*

*Hardware using SecuraMax must be paid for prior to deployment.*

*All transactions are subject to final PRO-VISION® Management Approval.*

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: PRO-VISION

Signed: 

Date: 12-29-16

Title: MID SOUTH SALES MANAGER

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: PRO-VISION, Inc.

Authorized Signature: [Signature] Date: 12-29-16

State of Michigan

County of Kent to-wit:

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of December, 2016.

My Commission expires 3/4, 2017

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature] 12/29/16  
Purchasing Affidavit (Revised 07/01/2012)

PEGGY R WILTGEN  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires 03-04-2017  
Acting in the County of Kent

## **BODYCAM® Model BC-300**

The following information is intended to establish a standard of quality and desired features to ensure that the needs and requirements of the department/company are met.

### **Minimum Specifications:**

#### **Camera**

- The camera must be capable of capturing video recording, audio recording, and still images independently or any with any combination of the different capture modes.
- The camera must have a wide angle 150° lens for superior video capture.
- The camera imager must have a protective exterior lens.
- The camera must have no less than an IP68 waterproof rating when fully assembled.
- The camera housing must have no less than an inner shell of TPU-85 and an outer shell of flame-retardant polycarbonate ABS to maximize shock absorption effectiveness.
- The camera must meet MIL-STD-810G standards.
- The camera must have an LCD display screen that is no less than 2" diagonal length.
- The camera must have a built in microphone for audio recording.
- The camera must have, at a minimum, a 34MP Color CMOS image sensor.
- The camera must have 2 built-in infrared LED illuminators for superior low-light performance.
- The infrared illuminators must be configurable to be manually or automatically activated as well as disabled.
- The camera must have a built-in photocell to sense low-light conditions.
- The camera must have 2 built in speakers for audio playback.
- The camera must have separate buttons for each of the following:
  - Power ON/OFF
  - Video record start/stop
  - Audio record start/stop and muting/unmuting video recording
  - Marking an important event ON/OFF and Wi-Fi ON/OFF
  - Photo Capture
  - White light ON/OFF and infrared LED illuminators ON/OFF
  - Settings Menu
  - Playback Menu
  - Left/Up
  - Right/Down
- The camera must be able to turn ON and automatically start video recording.
- The camera must have 4 LED indicator colors (red, green, blue, amber) that are solid, flashing or OFF based on the camera function taking place.
- The camera must have configurable power tones, record tones, button tones, and vibrations.
- The camera must have separate audible tones for power tones, photo capture, record tones, and button tones.
- The camera must have LED, audible tone, and vibration indicators for the following:
  - Power ON/OFF
  - Pre-recording video/audio
  - Pre-recording video only
  - Video recording video/audio
  - Video recording video only

- Audio recording
- Low Power
- Low Battery
- The camera must have LED indicators for the following:
  - Battery Charging
  - USB Connection
  - Data Transfer
- The camera must be able to transfer data using a USB cable connection or docking station.
- The camera must be no larger than ~ 3.1" (h) x 2.0" (w) x 1.0" (d).
- The camera must weigh no more than 5.6 oz.
- The camera must be capable of not less than 24 hours of video recording using 32 GB of internal memory storage.
- The camera must have an internal polymer lithium ion battery no less than 1000mAH that supports 12+ hours of video recording.
- The camera must have a standby mode that can be set to automatically conserve power when the camera is not in use for a selected period of time.
- The camera must have a power off mode that can be set to automatically conserve power when the camera is not in use for a selected period of time.
- The camera battery must be capable of operating in standby mode for no less than 360 hours.
- The camera must allow the LCD display to be turned off to conserve battery life.
- The camera must be able to be fully charged in no longer than 3 hours.
- The camera must be able to be charged using a standard USB port or a docking station.
- The camera's USB connection port must be able to be dust-tight and water-tight covered to maintain an IP68 rating.
- The camera must include provisions to charge directly with a PC, using a 100V AC wall outlet, and a 12 V DC power jack.
- The camera must be able to simultaneously charge and transfer data using a docking station.
- The camera must use redundant pogo pins to charge and transfer data when in a docking station.
- The camera must be able to record video with 1296P (2304 x 1296 pixels) quality at 30 fps (frames per second).
- The camera must have no less than 9 selectable video recording resolutions and frame rates:
  - W1080P 30fps
  - 1296P 30fps
  - 1080P 45fps
  - 1080P 30fps
  - 720P 60fps
  - 720P 30fps
  - 480P 60fps
  - 480P 30fps
  - VGA 30fps
- The camera must be able to record video with Good, Better, or Best picture quality to regulate file size.
- The camera must record video in a universal mp4 format.
- The camera must have no less than 7 configurable photo resolutions of the following:
  - 4 megapixels
  - 6 megapixels
  - 9 megapixels
  - 13 megapixels

- 18 megapixels
- 23 megapixels
- 34 megapixels
- The camera must be able to take photos with Good, Better, or Best picture quality to regulate file size.
- The camera must be able to Burst Photo Capture pictures with no less than 8 configurable options:
  - OFF
  - 2 pictures
  - 3 pictures
  - 5 pictures
  - 10 pictures
  - 15 pictures
  - 20 pictures
  - 30 pictures
- The camera must be capable of selecting either NTSC or PAL video standards.
- The camera must have a configurable Auto Exposure setting to improve picture quality based on lighting conditions.
- The camera must have configurable LCD screen brightness.
- The camera must have configurable speaker volume.
- The camera must have selectable Wi-Fi.
- The camera must have a configurable file duration with no less than 6 options:
  - OFF
  - 5 minutes
  - 10 minutes
  - 15 minutes
  - 20 minutes
  - 30 minutes
- The camera must be able to display the following system information:
  - Free Disk Space
  - Video Time Available
  - Audio Time Available
  - Battery Power
  - Firmware Version
  - Hardware Version
  - Model Number
  - Serial Number
- The camera must be able to be configured using the built in LCD or through administrative software.
- The camera must be capable of date and time overlay onto the recorded video.
- The camera must be capable of personal identifier overlay onto the recorded video.
- The camera must be capable of serial number overlay onto the recorded video.
- The camera LCD must be able to display the selected video recording mode (ex. 1080P 30fps)
- The camera must display the time in Coordinated Universal Time to avoid time zone confusion.
- The camera must display the available video recording time based on the camera's settings.
- The camera must automatically synchronize the date and time when connected to administrative software.
- The camera user must not be able to modify the camera name without the use of administrative software.
- The camera must be able to be configured to enable or disable the Settings Menu and Playback Menu.

- The camera must have on-screen indicators for the following:
  - Battery Status
  - Wi-Fi Status
  - Disk Space
  - Audio Status
  - Video/Audio Recording
  - Pre-event recording
  - Post-event recording
  - Motion Recording
  - File Overwrite
  - Event Marked
  - Low Battery
  - Low Disk Space
  - White Light
  - Infrared Illuminators
  - Photo Capture
- The camera must have a configurable option to begin recording when motion is detected.
- The camera must have selectable pre-event recording.
- The camera must have a selectable video only or video+audio pre-event recording.
- The camera must have configurable post-event recording with no less than 4 selectable recording times of 5 seconds, 10 seconds, 30 seconds, and 200 seconds.
- The camera must have no less than 32GB of internal non-removable memory storage.
- The camera and its data storage device must be completely solid state with no moving parts.
- The system must allow, without requiring file conversion, recorded video to be uploaded from the camera using administrative software to maintain file integrity.
- The camera must be configurable to overwrite the oldest files when the disk is full.
- The camera must be capable of operating in temperatures as low as -10°C (14°F) and operating in ambient temperatures as high as 50°C (122°F) with relative humidity between 15-85%.
- The camera must be able to zoom in and out on while recording video.
- The camera's playback menu must be able to re-wind and fast-forward video files.

### **Storage**

- The camera must have no less than 32GB of memory storage.
- The memory storage must be internal and non-removable.
- The internal memory storage must not be accessible when connecting the camera to a PC via USB connection or docking station in order to maintain file integrity.

### **Accessories**

- The camera kit must include a camera mounting clip that can clip to MOLLE vests and uniforms and can rotate 360°.
- The camera kit must include a USB data/power cable
- The camera kit must include a 12V DC Car Adapter
- The camera kit must include an 120V AC Wall Adapter
- The camera kit must include a hard box with internal styrofoam for accessory and long term camera storage.

### **Administrative Software**

- Each camera must include administrative software.
- The administrative software must be able to be installed and operated on an unlimited number of computers concurrently.
- The administrative software must be able to assign a name to each camera with a length of no less than 8 characters.
- The administrative software must be able to configure camera settings individually or as a group.
- The administrative software must be able to import and export configuration settings.
- The administrative software must be able to configure camera settings without the camera being connected to the PC.
- The administrative software must be able to automatically update camera configuration settings when the camera is connected to the PC via USB cable connection or via a docking station.
- The administrative software must automatically update camera firmware when an update is detected.
- The administrative software must automatically update when an update is detected.

### **Upload Software**

- The upload software must be able to be installed and operated on an unlimited number of computers concurrently.
- The upload software must be capable of setup for an unlimited number of cameras on a single computer for upload.
- The upload software must be capable of uploading for an unlimited number of cameras that are connected for upload concurrently.
- The upload software must be able to upload video files, audio files, and image files from the camera automatically upon connection to the computer with the software running.
- The upload software must be able to be configured to upload files both directly to the computer, directly to a network storage location as defined by the user at setup, or to a cloud storage location.
- The upload software must be able to automatically upload files to a computer through USB cable connection or a docking station and the user must not be required to enter information or click a button on the software for uploading to begin.
- The upload software must allow the camera to be charged while upload is taking place.
- The upload software must automatically delete files once upload is complete or be able to be configured to either delete or leave files on the camera when upload is complete.
- The upload software must automatically arrange copied files by date, time, and camera name.
- The upload software must not be affected if a camera is disconnected during the transfer of a file.
- The upload software configuration must be able to be stored in a file that can be loaded by another computer to allow quick configuration of multiple computers for upload.

### **Warranty and Support**

- The camera accessories must be warranted for no less than 12 months.
- The internal memory must be warranted for no less than 12 months.
- The battery must be warranted for no less than 90 days.
- The system must include toll free access to customer support by the system manufacturer.
- Technical Support must be provided over the phone at no charge.
- Customer service, technical support, warranty claim and repair facilities must be located in the United States.





**PRO-VISION**  
*Video Systems*

RELIABLE • SIMPLE • AFFORDABLE™

# PRO-VISION VIDEO SYSTEMS

WHO WE ARE & WHAT WE DO

[provisionusa.com](http://provisionusa.com)



## CORPORATE MESSAGE

PRO-VISION® Video Systems, despite a difficult economic environment, has continued its remarkable history of growth. For the fifth consecutive year (2011-2015), PRO-VISION® has been named by Inc. magazine as one of the fastest-growing private companies in America, the fastest-growing video system manufacturer, and among the top fastest-growing manufacturers in the nation. Sharing this pedigree with such notable alumni as Intuit, Under Armour, Microsoft, Patagonia, Zappos, OtterBox, and GoPro is a particularly notable achievement considering the average honoree grew a mind-boggling 490 percent.

Our growth is a testimonial to the opportunities granted by our customers every day to provide Reliable, Simple, Affordable™ commercial, mobile video solutions, further fueling the relentless drive of the PRO-VISION® Team to lead the industry with the best products and service, and continue defining industry performance standards for rugged, reliable video systems.

PRO-VISION® looks forward to the continued opportunity of serving its customers by delivering the best products and service possible. We will earn these opportunities by exceeding expectations, pursuing excellence and embracing change. We will prepare for these opportunities by listening and understanding our customer's requirements. We will take action by investing in R&D, investing in our infrastructure, investing in our people, and thinking globally.

2015 has been a year of tremendous growth for PRO-VISION®. We were first to market with a DVR that records eight channels of 1080p high-definition video simultaneously. We have expanded our sales into over 40 different countries around the globe, and we doubled our sales staff to meet the growing need for our Reliable, Simple, Affordable™ products. We continue to increase our investment in research and development in order to bring you the latest technology to increase safety and reduce liability in and around commercial vehicles.

We are thankful for the opportunity to serve our customers. We will never forget the responsibility we have to maximize the value of every customer dollar spent with our company by delivering to our customers the most Reliable, Simple, Affordable™ products and service in the industry. Despite a struggling economy, with our customer's support the empowered PRO-VISION® Team is ready with the tools, the training, the authority and most importantly the passion to take care of our valued customers.



## PROFILE

### Modern Management

The modern management style of PRO-VISION® Leadership is demonstrated by empowering the people of PRO-VISION® with the tools, the training, the authority and most importantly the passion to take care of the customer. Empowered and guided by principle the PRO-VISION® Team is ready to demonstrate its commitment to being the industry leader.

### Maximum Results

Despite a struggling economy, PRO-VISION® has realized maximum results with explosive growth every year since our inception over a decade ago. Our growth is a testimonial to the satisfaction our customers receive from their investments in our products and to the effort by the PRO-VISION® Team each and every day to define industry performance standards for Reliable, Simple and Affordable™ video systems.

### Recognized Achievement

For five consecutive years (2011-2015), PRO-VISION® has been named by Inc. magazine as one of the fastest-growing private companies in America. PRO-VISION® is listed by Inc. magazine as the fastest-growing video system manufacturer and among the top fastest-growing manufacturers in the nation. This is a particularly notable achievement considering the average honoree grew a mind-boggling 490 percent. PRO-VISION® shares a pedigree with such notable alumni as Intuit, Under Armour, Microsoft, Patagonia, Zappos, Oracle, OtterBox, GoPro, and Fuhu.

### Product Solutions

Our motto is "Seeing is Safety™". We turn our motto into reality by providing a product line of solutions that will improve, maintain and ensure a safe working environment in and around commercial vehicles and equipment by increasing visibility and allowing the capture of a video record. Our rugged, reliable products include Side & Rear Vision Systems, Commercial Vehicle Video Recording Systems, Bus & Transit Video Recording Systems and Law Enforcement Video Recording Systems. The PRO-VISION® product line represents the most complete, best engineered, highest quality built product line in the industry for commercial, mobile video solutions.

### R&D Investment

From the beginning we realized that if we were going to be the industry leader we would have to constantly evolve and innovate. Our commitment to innovation is demonstrated by our investment in Research and Development. We relocated PRO-VISION® to a facility almost 2.5 times the size to allow greater expansion of our R&D efforts. We tripled our engineering staff and increased R&D expenditures to almost 3 percent of sales, similar to companies such as Honda, Apple and Raytheon. These measures allowed us to launch over 15 new products in the past year, and be first-to-market with an 8 channel 1080p High-Definition solid state DVR. If our history of innovation serves as a guide, our investment in R&D will ensure our industry-leading position and continued delivery of the best products and service in the years to come.

### Customer Choice

Our experience, focus and philosophy have built PRO-VISION® a solid reputation for the best video systems in the industry. Our reputation has allowed PRO-VISION® the opportunity to serve some of the largest fleets and provide solutions for some of the most unique applications in the world. On police cars and buses to over 50% of all Fortune 500 Utility / Telecom Industry Vehicles, PRO-VISION® products are working right now to improve, maintain and ensure a safe working environment in and around commercial vehicles and equipment.

### Global Thinking

Since the beginning PRO-VISION® has relentlessly pursued the goal of setting the North American Standard for innovation, quality, value and service. Our results and achievements speak for themselves. Throughout the years PRO-VISION® has worked on a number of projects outside North America. By further developing and finalizing key distribution partnerships and direct representation projects in many parts of the world, PRO-VISION® has expanded the scope to almost 40 countries around the globe. Our global aspirations have since evolved into a new relentless pursuit to set a Global Standard for innovation, quality, value and service.



## VISION and MISSION

### *We are in the Safety Business.*

We engineer, source, manufacture, supply and install rugged, reliable rear vision and solid state video recording systems™ exclusively for commercial, mobile applications.

Our products improve, maintain and ensure a safe working environment in and around commercial vehicles and equipment.

Our vision is to achieve and maintain the position as our industry's leader.

Our mission is to maximize the value of every customer dollar spent with our company by providing our customers the most reliable, simple and affordable™ product line in the industry backed by the absolute best customer and technical support.

The successful completion of our mission and realization of our vision will be measured by a growing customer base and the satisfaction our customers receive from their investment in our products.

Our return for successfully completing our mission and realizing our vision will be a profitable company with the ability to provide secure, rewarding and competitively paid jobs.



## PHILOSOPHY

*“Do one thing and do it very well”*

A Philosophy is the most basic beliefs, concepts and attitudes of an individual or group. As a team, our efforts to successfully complete our mission and realize our vision will be driven by the philosophy of do one thing and do it very well. Our only business is commercial, mobile video systems. Our focus and philosophy has built us a solid reputation for the best video systems in the industry. This reputation brings with it a responsibility to continuously define the industry's performance standards for reliable, simple and affordable™ video systems.



## PRINCIPLES

**A Principle is a rule or code of conduct.**

- Our mission defines us.
- Our philosophy drives us.
- Our principles will guide us.

**We will be guided by the following principles:**

### **Exceed Expectations**

This principle in practice is to under promise and over deliver. The PRO-VISION® Team will promise to continuously strive to exceed expectations at every opportunity. Our efforts will be demonstrated by delivering products and service that are always Reliable, Simple and Affordable™.

### **Live the Golden Rule**

The PRO-VISION® Team is empowered to take care of the customer as they would want to be taken care of.

### **Pursue Excellence**

Most companies, their products and their people are just "good" enough. To be truly great, PRO-VISION® the company, our products and our people must be in the relentless pursuit of excellence to be better tomorrow than we are today.

### **Work as a Team**

No one person does it alone. PRO-VISION® is a team focused on delivering the industry's best products and service.

### **Embrace Change**

We acknowledge that PRO-VISION® is in constant evolution. To evolve and lead you must innovate. This process takes change. We will always remember that change requires effort and it is not always a painless process. The PRO-VISION® Team takes great pride in its willingness and ability to embrace change, to evolve and to innovate, so we may better serve the customer.

### **Be Professional**

Professionals have developed the skills of their trade. They do their best, whether they feel like it or not. They take pride in what they do. They seek to improve. They stay up-to-date and are self-motivated. They are creative, conscientious and trustworthy. They are ethical. Professionals put service ahead of personal considerations. The PRO-VISION® Team is committed to defining the industry standard for professionalism.



## HISTORY

### 2003 - 2005

- 2003 - PRO-VISION® Video Systems is incorporated
- 2005 - PRO Series™ Xtreme Duty Camera™ patent filed
- 2005 - Single Camera School Bus Video Recording System enters the market

### 2006 - 2010

- 2006 - First time annual sales exceed 1 million dollars
- 2006 - First time Factory Sales Representation is available throughout North America
- 2006 - National factory installation team assembled
- 2007 - PRO Series™ Camera Light™ patent filed
- 2007 - First system shipped outside North America
- 2007 - Commercial Vehicle Video Recording System enters the market
- 2008 - Two Camera School Bus Video Recording System enters the market
- 2009 - Four Camera School Bus Video Recording System enters the market
- 2009 - Solid State SDHC Card Video Recording System enters the market
- 2010 - Live View and Video File Transfer feature available on Video Recording Systems
- 2010 - Generation II Solid State SDHC Card Video Recording System enters the market

### 2011 - 2015

- 2011 - Law Enforcement Video Recording System enters the market
- 2011 - *Inc.* magazine awards rank as one of the fastest-growing private companies
- 2011 - Relocation to a 2.4 times larger facility
- 2012 - First PRO-Series™ 2.0" Camera Light™ enters the market
- 2012 - Engineering staff increased 200%
- 2012 - Generation II Live View and Video File Transfer enters the market
- 2012 - *Inc.* magazine awards rank as a top 100 fastest-growing private manufacturer
- 2013 - Celebrated 10 year milestone of producing jobs, creating products and delivering quality service
- 2013 - Named to the Michigan 50 Companies to Watch<sup>SM</sup> list
- 2013 - Launched BODYCAM® brand of body-worn video cameras
- 2013 - 3rd year, *Inc.* magazine awards rank as fastest-growing video manufacturer
- 2014 - Sales staff increased by over 100%
- 2014 - First to market with 8-Channel 1080p High-Definition Solid State DVR
- 2014 - Fourth consecutive ranking on Inc. 5000 list of fastest-growing private companies
- 2015 - Corporate headquarters and production facility expanded 109%
- 2015 - Digital Wireless Camera Technology released to commercial market
- 2015 - Inc. 5000 fastest-growing private company FIVE-TIME HONOREE



## WHY PRO-VISION?

### **PRO-VISION® is Growing**

*A testimonial to the satisfaction customers receive from their investment in our products. Our growth has resulted in being ranked five consecutive years by Inc. magazine as one of the fastest-growing private companies in America and the fastest-growing video system manufacturer in America.*

### **PRO-VISION® is Long Term Focused**

*In a struggling economy while companies are cutting back we are investing in our R&D, our infrastructure and most importantly our people so we may serve you long after you have invested in our products.*

### **PRO-VISION® is Customer Focused**

*From the front office to the back dock our team is empowered to do whatever it takes to ensure your total satisfaction.*

### **PRO-VISION® is a Commercial Vehicle Expert**

*Our expert team understands your vehicles, your operating environment and your absolute requirement to find the right product the first time.*

### **PRO-VISION® is Value Driven**

*We will maximize every budget dollar you spend with our company by delivering the best combination of Reliable, Simple and Affordable™ systems in the industry.*

### **PRO-VISION® Products are Reliable**

*With the latest commercial technology and use of failure modes and effects analysis (FMEA) design technique, our systems are more reliable by design and they will last longer than any other systems.*

### **PRO-VISION® Products include a 5 Year Warranty**

*We back our bold reliability claim with the absolute best standard warranty in the industry regardless of where you bought your system or who installed it.*

### **PRO-VISION® Products are Simple**

*Our systems are quick to install, easy to operate and require the least amount of staff training for proper operation.*

### **PRO-VISION® Products include No Charge Technical Support**

*If you call our toll free number or email us, a member of our U.S. Client Service Team is ready and able to assist at no charge regardless of when or where you bought your system.*

### **PRO-VISION® Products are Affordable**

*Our systems cost less than any other comparable system in the industry so you will have more budget dollars to spend on something else ... like FUEL!*