



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 7

[List View](#)

## General Information


[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 434710

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID: VS0000015946 

SO Doc ID: ISC180000011

Legal Name: United Data Technologies Inc

Published Date: 4/20/18

Alias/DBA:

Close Date: 4/26/18


Total Bid: \$62,687.52

Close Time: 13:30

Response Date: 04/25/2018 

Status: Closed

Response Time: 15:38

Solicitation Description: Addendum 1-PEIA Call Recording System 

Total of Header Attachments: 7

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 434710  
**Solicitation Description :** Addendum 1-PEIA Call Recording System  
**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-04-26 13:30:00	SR 0210 ESR04241800000004853	1

<b>VENDOR</b>
VS0000015946 United Data Technologies Inc

**Solicitation Number:** CRFQ 0210 ISC1800000011

**Total Bid :** \$62,687.52      **Response Date:** 2018-04-25      **Response Time:** 15:38:31

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	3.1.1 Oreka Total Recording Annual Subscription, or equal	1.00000	EA	\$25,875.000000	\$25,875.00

Comm Code	Manufacturer	Specification	Model #
43222800			

**Extended Description :** Oreka Total Recording Annual Subscription, or equal 3.1.1 - 3.1.1.13

**Comments:** We are proposing the Calabrio Call Recording for PEIA's consideration as a robust enterprise solution. From start to finish, this project will need 8 weeks. Licenses will take 2 weeks or 14 calendar days.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2 Support Services	1.00000	EA	\$6,332.130000	\$6,332.13

Comm Code	Manufacturer	Specification	Model #
81112201			

**Extended Description :** Support Services 3.1.2 - 3.1.2.1.6

**Comments:** From start to finish, this project will need 8 weeks. Support begins immediately implementation is complete and licenses are received by PEIA.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 Dell PowerEdge T330 Tower Server, or equal	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43211501			

**Extended Description :** Hardware 3.1.3 - 3.1.3.1.5

**Comments:** Per addendum 1, this is no longer in scope



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.4 Implementation Services	1.00000	EA	\$9,945.000000	\$9,945.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description : Implementation Services 3.1.4 - 3.1.4.1

**Comments:** From start to finish, this project will need 8 weeks or 56 calendar days to fully implement.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.2.2 Training	2.00000	HOUR	\$769.500000	\$1,539.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description : Training 3.1.2.2

**Comments:** Our training is a fixed cost of \$1,539. It includes 4 hours of remote training standard with the implementation for as many users as needed.  
From start to finish, this project will need 8 weeks. Training will take one day.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.5 Optional Renewal Year 2 for Support Services	1.00000	EA	\$6,332.130000	\$6,332.13

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description : Optional Renewal Year 2

**Comments:** Once renewed, support begins immediately.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.1.5 Optional Renewal Year 3 for Support Services	1.00000	EA	\$6,332.130000	\$6,332.13

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description : Optional Renewal Year 3

**Comments:** Once renewed, support begins immediately.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.1.5 Optional Renewal Year 4 for Support Services	1.00000	EA	\$6,332.130000	\$6,332.13

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description : Optional Renewal Year 4

**Comments:** Once renewed, support begins immediately.



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: 434710

Doc Description: Addendum 1-PEIA Call Recording System

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-20	2018-04-26 13:30:00	CRFQ 0210 ISC1800000011	2

**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:

*United Data Technologies, Inc.  
 8825 NW 21st Terrace  
 Doral, FL 33172  
 786-364-5989*

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN #

*65-0566138*

DATE

*4/24/18*

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

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The West Virginia Purchasing Division is soliciting bids on behalf West Virginia Office of Technology to establish a contract for the purchase of a call recording system for the Public Employee Insurance Agency that will allow PEIA to utilize on-demand and session-initiated call recording, with real-time call monitoring. The system must integrate and work with the Agency-owned phone system per the specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 Oreka Total Recording Annual Subscription, or equal	1.00000	EA	<i>\$ 25,875</i>	<i>\$ 25,875</i>

Comm Code	Manufacturer	Specification	Model #
43222800	<i>Calabrio</i>		<i>Call Recording</i>

Extended Description :  
Oreka Total Recording Annual Subscription, or equal 3.1.1 - 3.1.1.13

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 Support Services	1.00000	EA	<i>\$ 6,332.13</i>	<i>\$ 6,332.13</i>

Comm Code	Manufacturer	Specification	Model #
81112201	<i>Calabrio</i>		<i>Call Recording</i>

Extended Description :  
Support Services 3.1.2 - 3.1.2.1.6

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 Dell PowerEdge T330 Tower Server, or equal	1.00000	EA	<i>#0</i> <i>Out of Scope per Addendum #1</i>	<i>#0</i>

Comm Code	Manufacturer	Specification	Model #
43211501			

Extended Description :  
-hardware 3.1.3 - 3.1.3.1.5

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4 Implementation Services	1.00000	EA	<i>\$9,945</i>	<i>\$9,945</i>

Comm Code	Manufacturer	Specification	Model #
81110000	<i>Calabrio</i>		<i>Call Recording</i>

Extended Description :  
Implementation Services 3.1.4 - 3.1.4.1

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.2.2 Training	2.00000	HOURL	<i>\$769.50</i>	<i>\$1,539.00</i>



Comm Code	Manufacturer	Specification	Model #
81110000	Calabrio		Call Recording

Extended Description :  
Training 3.1.2.2

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.5 Optional Renewal Year 2 for Support Services	1.00000	EA	\$6,332.13	\$6,332.13

Comm Code	Manufacturer	Specification	Model #
81112201	Calabrio		Call Recording

Extended Description :  
Optional Renewal Year 2

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.5 Optional Renewal Year 3 for Support Services	1.00000	EA	\$6332.13	\$6,332.13

Comm Code	Manufacturer	Specification	Model #
81112201	Calabrio		Call Recording

Extended Description :  
Optional Renewal Year 3

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.5 Optional Renewal Year 4 for Support Services	1.00000	EA	<i>6,332.13</i>	<i>6,332.13</i>

Comm Code	Manufacturer	Specification	Model #
81112201	<i>Calabrio</i>		<i>Call Recording</i>

Extended Description :  
Optional Renewal Year 4

ISC180000011	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1-PEIA Call Recording System	<b>Page 6</b> of 6
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





PEIA Call Recording System  
CRFQ: ISC180000011

PEIA Call Recording System

United Data Technologies, Inc.  
8825 NW 21<sup>st</sup> Terrace  
Doral, FL 33172

April 26, 2018  
1:30 PM



April 26, 2018

To: Jessica Chambers  
The State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, WV 25305

Re: **United Data Technologies, Inc. ("UDT") Quote for CRFQ ISC180000011 entitled "PEIA Call Recording System"**


Ms. Chambers,

United Data Technologies, Inc. ("UDT"), a privately held Hispanic minority business enterprise headquartered in Doral, Florida, respectfully submits this response to the above referenced request for proposal. UDT hereby agrees with all terms, conditions, and provisions included in the solicitation. UDT makes no assumptions not noted or reports limitations related to this submission.

UDT's points of contact for this contract are listed below:

Name	Title	Address	Telephone	E-mail
Justin Jimenez	Vice President	5426 Bay Center Drive, Suite 275, Tampa, FL	305-882-0435 ext. 6300	<a href="mailto:Justin.Jimenez@udtonline.com">Justin.Jimenez@udtonline.com</a>
Ed Reck	Regional Manager	5426 Bay Center Drive, Suite 275, Tampa, FL	(954) 789-2624	<a href="mailto:ereck@udtonline.com">ereck@udtonline.com</a>
Joe Goleniowski	Account Manager	5426 Bay Center Drive, Suite 275, Tampa, FL	813-326-9324	<a href="mailto:Joseph.Goleniowski@udtonline.com">Joseph.Goleniowski@udtonline.com</a>

Regarding this offer, Justin Jimenez, Vice President at UDT, is authorized to submit and bind the organization to the terms and conditions set forth in this quote. If there are any questions or concerns, please contact him using the information above.



Justin Jimenez  
Vice President





## Executive Summary

### Our Understanding

The State of West Virginia Public Employee Insurance Agency (PEIA) was established under the Public Employees Insurance Act of 1971, to provide hospital, surgical, group major medical, prescription drug, group life, and accidental death and dismemberment insurance coverage to eligible employees; and to establish and promulgate rules for the administration of these plans.

PEIA is seeking to purchase a call recording system with one-year support that will allow them to utilize on-demand and session-initiated call recording, with real-time call monitoring. The solution must integrate and work with the Agency-owned phone system. PEIA is also seeking a new server to run the solution, training, and three years of additional optional support services.

### Our Solution

United Data Technologies, Inc. ("UDT") is a Florida-based, privately-held, minority business that specializes in Cisco solutions. UDT is offering a robust Calabrio Call Recording solution. The solution meets the solicitation requirements and introduces tremendous stability, overall efficiency, improved system uptime, and reduced training and maintenance costs to PEIA.

### UDT: National Company

Founded in 1995 by partners Henry Fleches and Gerard Amaro, UDT is a privately held 100% minority owned certified small business company with 300 employees throughout the southeast and across the country. UDT's mission is "To Accomplish More." We design, build, deliver, and service innovative IT solutions that integrate and elevate existing systems with the latest technology to increase efficiency and maximize capabilities. Clients in commercial enterprises, municipal, state, education, and Federal verticals rely on us as their trusted partner to deliver vital IT solutions.

UDT is perfectly sized to offer individualized customer service for PEIA with big firm results, without the big firm price. Having served clients large and small for more than 23 years, our highly trained and senior staff members can anticipate accurately the time and budget it takes for project completion. Our staff share UDT's standards and values to ensure client satisfaction and open communication.

UDT is not like typical vendors that leave the monitoring to the client. We take responsibility and ownership for delivering results and sound solutions. We partner with our clients by closely overseeing the project outcomes. Included in this partnership, PEIA will receive the following benefits from UDT:

- A team built with Cisco and Calabrio/Workforce Optimization specialists.
- Actively listening and responding rapidly to the needs of PEIA utilizing our structure project management approach that is based on standard engineering principles.
- Conducting regular face-to-face and conference call meetings with PEIA to monitor progress and prioritize activities.





- Maintaining flexibility, adjusting in response to technical, strategic, or other needs.

In addition to the above benefits:

- UDT is a profitable company that holds a strong financial position:
  - \$40 million credit facility offered by GE capital
  - \$200+ million revenue (2016)
  - Three-year CAGR of 28%
  - \$50 million assets, no long-term debt
- UDT partners with industry leaders including Cisco, HP, EMC, NetApp, Dell, Microsoft, VMware, and others;
- UDT participates in the Cisco Advisory Council, Intel Solution Provider Advisory Council, HP Public Sector Advisory Council, HP CEO Roundtable Council, and Microsoft Cloud Solution Provider Council;
- UDT is a Cisco Gold Partner and HPE Platinum Partner;
- UDT offers a Senior Account Manager to provide: oversight to ensure PEIA's satisfaction, continuity throughout project phases; and PEIA's peace of mind, knowing the person who "sold" the solution will be there through system development, employment, and operation.

#### Calabrio: Worldwide Company

Calabrio delivers workforce optimization (WFO) and analytics solutions that elevate the customer experience and drive strategic business growth. The integrated Calabrio ONE software suite—including call recording, quality management, workforce management, analytics, and advanced reporting solutions—empowers contact centers of all sizes to optimize agent performance and liberate the data that provides true insight into the voice of the customer. Thousands of companies have made the switch to Calabrio ONE for a more integrated, connected customer service organization and to gain advanced analytics capabilities in an easy, streamlined solution.

Leading industry analyst Gartner has praised Calabrio for their ability to “deliver innovative and potentially market-changing solutions.” Calabrio was the only company named as a Visionary for three straight years from 2012 to 2014. In 2015 Calabrio moved into the leader category along with only two other companies. This was due to Calabrio exhibiting strong growth that outpaced the growth mature vendors. In Gartner's new Workforce Engagement Management Magic Quadrant, Calabrio has been named a Visionary in 2017 and 2018. Calabrio has been recognized as a Visionary in the WEM report for our integrated product suite, top-ranked customer experience, fast and flexible deployments, and low total cost of ownership (TCO). Calabrio is the only vendor to be named a Visionary in the emerging WEM space.

Calabrio is a partner to customers, not simply a vendor. In addition to unprecedented levels of customer service and response, innovative solutions, and low total cost of ownership, Calabrio customers have access to additional resources and expertise through the Calabrio Innovation



Center. The Calabrio Innovation Center showcases the art of the possible, offering hands-on experience in workforce optimization (WFO) and analytics best practices.

The UDT Team and our Calabrio solution brings the following unique strengths to this project:

- UDT and Calabrio are all US based companies
- We provide customer support that is 100% based in the United States
- We included client and project checkpoints throughout the engagement so there are no surprises
- We are offering a comprehensive solution that satisfies all of PEIA's requirements
- Our solution will introduce tremendous stability, overall efficiency, improved system uptime, and reduced training and maintenance costs to PEIA
- Our 3-Day Training/Configuration course minimizes workplace disruption due to its intuitive workflow and simplified interface
- Our solution provides the lowest total cost of ownership (TCO) without any hidden fees or surprises
- Our legal team is ready to collaborate on the contract, onsite at PEIA within a 24-hour notice
- UDT and Calabrio have no existing contracts that exceed \$100,000 with the State of West Virginia. Based on our understanding of the solicitation, there is no need for Disclosure of Interested Parties to Contracts required. However, UDT/Calabrio is willing to sign a document that states we comply with this requirement.
- Per the solicitation, UDT will sign HIPAA Business Associate Addendum if selected as the awarded vendor.

### Conclusion

Our goal is to ensure we have a solid, quality, and long-term partnership with our clients. The experience and unique characteristics of UDT/Calabrio solution ensures PEIA is collaborating with a team focused on delivering results. We have created best practices applied to all government and commercial contracts. We commit to seeing projects through from beginning to end and pledge to exceed expectations along the way. If it makes sense to PEIA, we are more than happy to demonstrate our solution prior to award decision. The team's solution will raise the bar on the expectation for customer support, services, and doing business better for PEIA.



## Calabrio Solutions

Customer service is in the midst of the biggest shift in decades. Organizations are realizing the critical resource they have in the contact center. Contact centers are where real people have real conversations that have real impact. It's where relationships flourish or flounder. Your contact center agents interact with customers every day, which gives them the power to strengthen – or diminish – your brand. Providing an exceptional customer experience is essential to your brand and to maintain a high-level of service for State of West Virginia public employees.

The Calabrio vision is centered on the user. Calabrio's human-centered philosophy prioritizes people over technology. People should be empowered by technology, not replaced by it. Calabrio solutions are easy to use and offer intuitive access data to turn insights to action. Calabrio's Recording Solution is easy to deploy, requiring less infrastructure and less effort to maintain with a lower total cost of ownership, so you can do more with your budget.

Calabrio solutions are built on an intuitive, web-based architecture that positions and accelerates the contact center as an epicenter for customer insight.

### Reliable, Proven, Affordable

Installed on almost 1.75 million desktops—with various ACDs, including Avaya and Cisco—and with more than 500 million calls recorded annually, Calabrio is a reliable, proven solution. Calabrio solutions require far less infrastructure than competitive solutions, making it easy for Calabrio customers to scale their contact center operations as business needs change.

### Extreme Customer Focus

Calabrio customers enjoy unparalleled support. Calabrio was recognized as a CRM Service Leader for Workforce Optimization for the second straight year and has been praised by Gartner, other industry analysts and customers for the usability of our solution, our attention to the overall customer experience, and our superior support and service. In addition, more than 60 percent of Calabrio product innovations and improvements are a direct result of customer input.

Calabrio frees the voice of the customer in today's multi-channel contact center for better, faster decision-making at all levels of the organization, driving strategic value enterprise-wide.

## General Requirements

Oreka Total Recording Annual Subscription, or Equal Requirements

UDT is offering the Calabrio Call Recording solution for PEIA's consideration. This solution meets and in many cases, exceeds the requirements set forth in this solicitation.

One hundred percent call recording makes it easier to prove adherence to regulations, settle transaction disputes and defend against litigation risk. With Calabrio Call Recording, advanced call query options and powerful metadata tagging lets you search among hundreds of





thousands of logged interactions and play back relevant recordings quickly and easily. Each phone transaction is captured and stored securely to protect private data and comply with industry regulations. Recording files are encrypted and can be kept on a need-to-know basis by restricting playback access to authorized users or roles.

Additional highlights:

- Record 100 percent of calls for compliance and archiving.
- Advanced query options and metadata tagging mean easy retrieval of recordings.
- Recordings are compressed and encrypted for storage.
- Recordings are hyperlinked to CRM records for greater integration.

Calabrio Call Recording captures and stores each transaction securely to protect private data and meet mandatory security regulations and recommended guidelines, including HIPAA, Sarbanes Oxley (SOX), and other standards:

- 128-bit (DES) encryption is applied to recordings before they're transmitted over the network to the storage device, and they remain encrypted while stored. Access is by authorized users only.
- Visibility to recordings can be restricted to users with maximum security clearance, or access can be provided to other specific roles (ie. agent, knowledge workers, managers, etc.)
- Recordings are compressed using voice-specific algorithms before they're sent to the designated storage device, allowing you to maximize your investment in storage devices.
- Meets PCI (Payment Card Industry) data security standards, including flexible API for start, stop and pause of recording.

Easy navigation and powerful metadata tags take the guess work out of retrieval. Archive Search allows an enterprise to quickly and easily locate specific calls or groups of calls based on combinations of employee, agent, date, time, phone number and user-defined fields. With Calabrio, users won't have to spend hours poring through stored recordings trying to find the calls of interest. Hyperlink access into CRM records makes retrieval quick and easy. Calabrio also provides the option to export one or more calls to common media formats should a third party need access to the calls.

Standard system metadata includes Identification (ID), Automatic Number Identification (ANI), Dialed Number Identification Service (DNIS), ACD Call ID (ACDCallId), Last Name (LastName), First Name (FirstName), Agent ID (AgentId), Username, and Start Time (StartTime). Custom metadata enables better and faster search capabilities. Custom metadata allows you to:

- Pass any data collected from the caller (for example, account number, call type, policy number, and claim number) to the call recording metadata.
- Save time searching call archives
- Evaluate calls that are important to the business by leveraging Calabrio's API's



- Custom metadata can be integrated with customer CTI applications, CRM or any other data source where information can be obtained for the contact.

Easily find calls by using custom metadata fields or speech energy; such as, talk over analysis or silence detection which would indicate areas of long holds or potential information searching. Supervisors are able to listen to calls quickly by jumping through the speech bar and adding tags or annotations which can allow for quick flagging or searching. Calabrio Recording Controls comes standard and permits the agent to easily initiate recording on-demand, to pause and resume a recording, or to apply call wrap-up codes.

Calabrio is the price performance leader in providing innovative quality and productivity management solutions to the marketplace. With more than 4,500 clients worldwide, Calabrio solutions are built on an intuitive, web-based architecture that positions and accelerates the contact center as an epicenter for customer insight. A pioneer in its industry for more than two decades, Calabrio has been praised by leading industry analyst Gartner for our ability to “deliver innovative and potentially market-changing solutions.”

#### ***3.1.1.1 Vendor Call Recording System must integrate with Agency-Owned Cisco Communication Manager 7.x environment***

Comply. Calabrio’s solution fully integrates with Cisco CUCM. Calabrio is a co-development partner with Cisco, and Calabrio white labels the Cisco WFO that Cisco sells on the UCCX Platform. However, Cisco CUCM’s last day of support for CUCM 7.x was June 30, 2015. Thus, to integrate properly, an upgrade will need to be performed to a currently supported version of CUCM. With over 15 Cisco CCIE’s on staff, UDT can assist PEIA in this upgrade and can provide a separate quote upon PEIA’s request.

#### ***3.1.1.2 Vendor Call Recording System must interoperate with Cisco 6900, 7800, 7900, and 8800 series IP phones***

Comply. Calabrio Recording can integrate with the listed versions of Cisco IP phones.

#### ***3.1.1.3 Vendor Call Recording System must support port mirroring on Cisco 2900, 3500, 3700 3800, 4500, and 6500 series switches***

Comply. Calabrio can fully support the port mirroring.

#### ***3.1.1.4 Vendor Call Recording System must support G.711, G.729A, G.723.1, G.722, iLBC, gsm6.10 codecs***

Comply. Calabrio Call Recording can support these codecs.

#### ***3.1.1.5 Vendor Call Recording System must support SIP, Cisco Skinny, H.323, MGCP, RTP protocols***

Comply. Calabrio Call Recording is compatible with SIP, Skinny, H.323, MGCP and RTP protocols.



**3.1.1.6 Vendor Call Recording System must provide on-demand and automatic 100% complete call recording**

Comply. Calabrio Recording by default captures 100% of inbound and outbound traffic. It can also be configured as an on-demand capture system.

**3.1.1.7 Vendor Call Recording System must provide real-time call monitoring**

Comply. Calabrio offers a suite of monitoring tools for real time audio and screen monitoring.

**3.1.1.8 Vendor Call Recording System must include a web portal for user login for maximum of 50 users/agents/administrators**

Comply. All users of the system – managers, supervisors, agents, admins, etc. have their own dedicated license and login credentials.

**3.1.19 Vendor Call Recording System must support common internet browsers including Internet Explorer and Google Chrome**

Comply. Calabrio supports IE, Chrome, and Firefox.

**3.1.1.10 Vendor Call Recording System must provide multi-criteria search and filter for indexing, categorizing, and searching call recordings**

Comply. Calabrio allows users to search on 25+ different criteria

**3.1.1.11 Vendor Call Recording System must provide searching and retrieving call recordings by IP address or phone number.**

Comply. These are searchable criteria.

**3.1.1.12 Vendor Call Recording System must be scalable to 50 users**

Comply. Calabrio is scalable from 5- 50,000+ users. The system will be designed to cover the 50 users.

**3.1.1.13 Vendor Call Recording System must be fully compliant with any and/or all applicable provisions of the Security Rule(s) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), [45 CFR Part 160 and Subparts A and C of Part 164], including the referenced NIST Guidance found in NIST Publications 800-53 and 800-66. Vendor shall provide a written attestation that its system meets these requirements.**

Calabrio enables customers to remain in compliance with HIPAA. Calabrio Call Recording captures and stores each transaction securely to protect private data and meet mandatory security regulations and recommended guidelines, including HIPAA, Sarbanes Oxley (SOX) and other standards

Support Services

Calabrio complements our products with comprehensive training services and unparalleled customer support. Our Calabrio Innovation Center and Best Practices Training provide hands-on experience to help you find simple solutions to complex problems. Calabrio boasts some of the





highest support ratings in the WFO industry. Customers surveyed in the Gartner Magic Quadrant rate Calabrio a perfect 10 for 10 in support and responsiveness. Gartner states that “Being customer-focused is one of Calabrio's four foundational business mandates. Reference customers scored it the highest of any vendor in this Magic Quadrant in terms of its ability to understand customers' needs and the overall experience provided, from implementation to ongoing support.”

As further evidence of our holistic approach to customer experience, Calabrio continues to invest more than 35 percent of our annual budget in R&D. More than 60 percent of Calabrio product innovations and improvements are a direct result of customer input. This is another area where Calabrio is at the head of the pack, being that most software companies only put between 15-18 percent of revenue into R&D.

### **3.1.2.1 Vendor Must provide support services to include**

#### **3.1.2.1.1 Upgrades to current version, as necessary**

Comply. Maintaining current support entitles you to the newest version of the Calabrio software at no additional cost.

#### **3.1.2.1.2 Access to Vendors technicians for support and troubleshooting**

Comply. Calabrio maintenance is 24x7x365.

#### **3.1.2.1.3 Vendor must respond to Agency with 4 hours after being contacted**

Comply. Calabrio maintenance has a 30-minute SLA on all Severity 1 and 2 cases, and a 24 hour SLA on Severity 3 & 4 cases.

#### **3.1.2.1.4 Vendor must allow for an unlimited number of tickets/cases**

Comply. Calabrio does not have a limit on the number of tickets that can be opened. Additionally, customers can set their own severity for cases.

#### **3.1.2.1.5 Vendor must provide an email and/or chat option for troubleshooting and support**

Comply. Calabrio offers both an email and phone option for troubleshooting.

#### **3.1.2.1.6 Vendor must provide live phone support Monday through Friday 9:00 AM - 5:00 PM EST**

Comply. Calabrio supports is 24x7x365

### **3.1.2.2 Vendor must provide at least two hours of remote training for 5 users/administrators**

Comply. Calabrio provides 4 hours of remote training standard with the implementation for as many users as needed.



## Implementation Services

UDT/Calabrio manages their projects within the guidelines of the standard waterfall methodology. Our major milestones/phases are measured by completion and include items such as: Initiation, Discovery, Execution, Testing, Training & Go-Live. This is done for every customer deployment. PEIA will see a seamless installation of the Calabrio product, tuned to their exact need, installed by those who specialize in the product. Our project team will execute an implementation plan per the customer's specific scope and design. To ensure our customers get the most out of our product we have several ways of enabling a consistent access to best-practice training.

**3.1.4.1 Vendor must install the hardware and software necessary to fully implement its call recording solution, including initial configuration support for a minimum of one business day. The State will be responsible for any cabling or infrastructure upgrades needed for the hardware to be properly installed.**

Comply. Calabrio services will perform a full implementation project to install, configure the product.

## Acceptance of System

**3.1.5.1 If the test period produces no issues at a minimum, the agency will issue a Letter of Acceptance of the system, and the contract and warranty period would start at that time.**

Comply. This is in accordance with Calabrio's typical project format.

**3.1.5.2 Prior to an acceptance of the system, the following criteria must be met (1.) successful testing of all components, validating full functionality.**

Comply. In order to complete the project, Calabrio will require this as well.

**3.1.5.3 Once acceptance of the system is agreed to by Agency and the Vendor, the Agency will issue a request for Change Order to the West Virginia Purchasing Division starting acceptance of the system thereby beginning the first (1) year warranty.**

Comply.

**3.1.5.4 Vendor should provide with their bid a copy of any software terms and conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. This information is required before Purchase Order is issued.**

Comply.

## Annual Renewals

**3.1.6 Vendor must include in its bid the cost of optional annual renewals for years 2, 3, and 4 for support services. These optional annual renewals will be initiated by the West Virginia Purchasing Division and agreed upon by the Vendor and will be processed as a Change Order to the original contract.**

Comply. The proposal will include a perpetual license model with renewals for years 2, 3, and 4.

## Past History/Success

UDT/Calabrio welcomes the opportunity to provide contact information for references should we progress to the next steps in the solicitation process. Featured case studies can be found on our corporate web site at: <http://www.calabrio.com/resource-center/customer-success-stories/>

UDT/Calabrio also recommends PEIA to view our TechValidate page which has customer reference data, reviews and more (<https://www.techvalidate.com/productresearch/calabrio-one>).



**EXHIBIT A – Pricing Sheet  
Call Recording System (OT18154)**

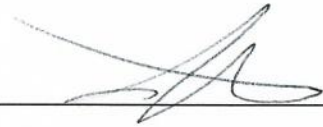
Vendor: United Data Technologies Inc.

Date: 4-24-18

Contract Item	Description	Or Equal Specifications	Quantity	Unit of Measure	Unit Cost	Extended Cost
3.1.1	Oreka Total Recording Annual Subscription, or equal	Calabrio Call Recording and Quality Management Annual Subscription	1	EA	25875	25875.00
3.1.2	Support Services	Calabrio Call Recording and Quality Management Support	1	EA	6332.13	6332.13
3.1.2.2	Training	Calabrio Innovation Center Training for Call Recording and Quality Management	2	Hour	769.5	1539.00
3.1.3	Implementation Services		1	EA	9945	9945.00
3.1.5	Optional Renewal Year 2 for Support Services	Calabrio Call Recording and Quality Management Support	1	EA	6332.13	6332.13
3.1.5	Optional Renewal Year 3 for Support Services	Calabrio Call Recording and Quality Management Support	1	EA	6332.13	6332.13
3.1.5	Optional Renewal Year 4 for Support Services	Calabrio Call Recording and Quality Management Support	1	EA	6332.13	6332.13

Total Cost      62687.52

Vendor Signature: \_\_\_\_\_





**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** CRFQ ; ISC 1800800011

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

United Data Technologies Inc.  
Company



Authorized Signature

4/24/18

Date

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

Revised 6/8/2012

## 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 \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 10 Working days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for three (3) year(s) thereafter.

**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.

Revised 02/16/2018



**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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**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. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. 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.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. 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.

**13. 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.

**14. 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.

**15. 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.



**16. 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.

**17. 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.

**18. 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.

**19. 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 § 148-1-5.2.b.

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

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.



**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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>.



**32. 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.

**33. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**34. 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.



**35. 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.

**36. 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.

**37. 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.



**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. 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.

**40. 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.

**41. 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).

**42. 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

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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.

**43. 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.

**44. 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.

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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.


**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.



**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.

Cinthya Beato, Corporate Counsel  
(Name, Title)  
Cinthya Beato, Corporate Counsel  
(Printed Name and Title)  
8825 NW 21<sup>st</sup> Terrace, Doral, FL 33172  
(Address)  
786-364-5989  
(Phone Number) / (Fax Number)  
legalsupport@udtonline.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.

United Data Technologies Inc.  
(Company)  
  
(Authorized Signature) (Representative Name, Title) VICE PRESIDENT  
Justin JIMENEZ VICE PRESIDENT  
(Printed Name and Title of Authorized Representative)  
11/24/18  
(Date)  
813-431-8722  
(Phone Number) (Fax Number)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: United DATA Technologies

Authorized Signature: [Signature] Date: 4/24/18

State of Florida

Justin Jimenez

County of Hillsborough, to-wit:

Taken, subscribed, and sworn to before me this 24 day of April, 2018.

My Commission expires 4.6.22, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



## **END USER LICENSE AGREEMENT**

This End User License Agreement (the "Agreement") is made by and between the person or company signing this Agreement or clicking "OK" or "I Accept" when prompted to do so ("You," "you" or "your") and Calabrio, Inc. ("Calabrio") and governs your use of Calabrio software (including any upgrades, modified versions, updates, additions and copies thereof) ("Software") and any related explanatory materials, program documentation, user manuals, price lists, handbooks and other materials describing the use, design, installation, operation, and maintenance of the Software ("Documentation").

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The terms and conditions of this License Agreement shall apply to the initial copy of the Software as well as to any Upgrade or Update subsequently delivered to you. You must destroy all previous copies of the Software, however duplicated or archived, within thirty (30) days of installation of the Upgrade or Update.

### **TRANSFERS**

You may not assign or otherwise transfer this Agreement or any other rights or obligations herein without the express written consent of Calabrio, except that you may assign this Agreement to an entity purchasing all or substantially all of your assets or voting securities so long as the acquiring party has reasonably complied with all terms and conditions of this Agreement and the assigning party provides prompt written notice to Calabrio of such



assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

You may, however, transfer the Software to a different physical device within your organization, provided that you transfer this Agreement, the Software (including all copies, updates and prior versions) and the Documentation (including any archival copies) to such physical device and provided that you retain no copies, including copies stored in computer memory, on the previously licensed computer.

### **LIMITED WARRANTY**

Calabrio warrants that for a period of 90 of days after delivery of this copy of the Software to you: (i) the media on which this copy of the Software is provided to you will be free from defects in materials and workmanship under normal use and service; and (ii) the Software will perform in substantial accordance with the Documentation.

To make a warranty claim, you must provide Calabrio with written notice of the claim within the 90 day warranty period. Calabrio's entire liability and your exclusive remedy for in the event that such media is proven to be defective shall be, at Calabrio's option, to either: (i) return the price you paid; or (ii) repair or replace the media that does not meet the foregoing warranty, provided that you return the media. If failure of such media or any part of the media has resulted from accident, abuse or misapplication of the Software or Documentation, then Calabrio shall have no obligation to replace the media or any such part of the media under this limited warranty.

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IN NO EVENT WILL CALABRIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, LOSS OF DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY FROM THE USE OF OR INABILITY TO USE THIS SOFTWARE OR THE DOCUMENTATION, EVEN IF CALABRIO OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF OR SHOULD HAVE

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This Agreement will be governed under the laws of the State of Minnesota, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement may not be amended except by a written agreement executed by you and Calabrio. The failure of either party hereto at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect. As used in this Agreement, the word "or" is not exclusive and the words "including" or "include" are not limiting. This Agreement has been written in the English language, and the parties agree that the English version will govern.

\_\_\_\_\_

Customer Name

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_