



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

Request for Quotation

RFQ NUMBER
DPS1230

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/15/2012				

BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-07		
VOICE AND DATA RECORDERS OPEN-END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE VOICE AND DATA RECORDERS AND RELATED ACCESSORIES/OPTIONS, PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/05/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p>						

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	EXHIBIT 4					
	<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>					

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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----DPS1230-----</p>						

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6

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BID OPENING DATE: -----03/21/2012----- BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ DPS1230 ***** TOTAL: _____						

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DPS1230
SPECIFICATIONS FOR VOICE
AND DATA RECORDERS

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

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

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

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

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

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

- 2.3 The Live Monitor function access **shall** be limited to only authorized channel access based on a user account profile. _____
- 2.4 The system **shall** allow for an Instant Recall function from each client. The Instant Recall function **should** support a minimum buffer size of 12 hours to support recall of up to a full shift. The vendor **shall** describe the buffer size. _____
- 2.5 The instant Recall function access **shall** be limited to only authorized channel access and timeframe based on a user account profile. _____
- 2.6 If multiple digital recorders are employed in the installation, the system **should** provide viewing and retrieval from, all recorders in a unified manner from one user interface. _____
- 2.7 The user client software or web-based software **shall** be able to retrieve calls for playback from a Network Attached Storage server. _____
- 2.8 The user client software or Web-Based software **should** be able to retrieve calls for playback from a central Storage Area Network device. _____

3 **Record Storage**

- 3.1 The system **shall** provide at least 165,000 channel hours available for instant access on a hard disk independent of the archive drives. These recordings must be duplicated on a second hard disk providing a 100% mirrored copy that will be available should the 1st hard disk fail for any reason. _____
- 3.2 The system **shall** offer options for larger hard disks to provide more on line recording for instant access. _____
- 3.3 The system **shall** optionally provide the ability to have up to 4 hard disks and be able to configure them in a RAID5 system. The RAID5 configuration shall support hot swap functionality. _____
- 3.4 The system **shall** provide for the connection of USB based mass storage devices for making additional backup copies of calls. _____
- 3.5 The system **shall** be able to restore calls to the master database from an archive media, NAS server or USB mass storage device. _____

4 **Recording Capabilities**

- 4.1 The digital recorder module **shall** be capable of field expansion of record channels to 96 hard wired channels and 96 soft IP channels. _____
- 4.2 The system **shall** display which channels are recording, ready to record or selected for live monitor through a color coded channel status display. _____
- 4.3 Any channels that have been idle for a user programmed length of time **shall** cause a system alert. _____
- 4.4 The system **shall** provide analog record activation by VOX, On/Off Hook detection, Contact Closure detection, external command, or continuous on a per channel basis. _____
- 4.5 The system **shall** provide true digital to digital PBX record activation by VOX, continuous, or D Channel command selectable on a per channel basis. _____
- 4.6 The system **shall** support the following digital PABX and phone instruments for D-Channel off hook detection and call digit decoding: _____
- PABX: All Major brands including Avaya, Nortel, NEC, Mitel, Siemens
 - Phone model: All major brand 2-wire TDM phones

4.7 The system **shall** support the following VoIP Switch, phone instruments and IP audio sources: _____

- VoIP Switch: Cisco Call Manager and Cisco Call Manager Express
- VoIP Phone model: Cisco 7931G
- IP Console: Avtec Scout
- IP Console Radio connection: TCP/IP

4.8 The system **shall** provide determination of line status through a built-in voltmeter and audio level meter. _____

4.9 The system **shall** provide web-based remote determination of line status through a built-in voltmeter and audio level meter. _____

4.10 The system **shall** provide an option for "recording on demand". The on demand record activation will be initiated at an attached PC workstation or telephone DTMF signal. This feature **must** be able to be activated during a call and save it from the beginning in case of a threat. _____

4.11 The system **shall** provide a protection facility to tag a call to prevent deletion from the call record database in the event the database is full and purging the oldest calls. The call shall remain within the database until it is un-protected. _____

4.12 The system **shall** provide an option for NENA Standard ANI/ALI serial data spill capture into the call record database. _____

4.13 The system **should** provide an option for Non-Standard ANI/ALI CAD data spill capture into the call record database on a Non-Recurring Engineering (NRE) fee. _____

4.14 The system **should** provide an option for IP Console Metadata capture into the call record database on a Non-Recurring Engineering (NRE) fee. _____

5 System Search & Play Capabilities

5.1 The system **shall** provide search and retrieval of recorded audio from an archive media or from the on line hard disk or from a remote archive NAS or Network central archive storage unit. _____

5.2 The system **shall** provide for at least 16 simultaneous search and retrieval sessions from separate stations. The vendor is to describe the limits on the number of simultaneous sessions. _____

5.3 The system **shall** provide the ability to playback up to all installed channels simultaneously. The vendor shall discuss any limits on the total number of channels that can be played back simultaneously. _____

5.4 Once the calls have been selected and found, they **shall** be displayed in a call list and **shall** simultaneously be displayed in a graphical time line display for easy movement between messages. _____

5.5 Search **shall** be initiated by multiple user selectable views or keys in a standard relational database format. Search criteria **shall** be at least: _____

- Time/Date
- DTMF telephone number
- Caller ID telephone number
- Calls between certain times
- Calls in the past relative to current time
- Call duration
- Call direction

- Channel name
- Tagged/protected calls
- ANI/ALI, Trunk Radio or IP Console Metadata
- Wildcard searches

- 5.6 The resulting searched audio shall be in a proprietary format that will play at the recorder or at an attached workstation. _____
- 5.7 It shall be possible to convert the audio to standard .WAV file format or Audio CD format to be used as PC compatible audio files for emailing and copying to a CD-R or other recording media at the PC workstation. _____
- 5.8 The system shall provide for channel naming from the recorder or from an attached workstation with the web-based application in order to facilitate the search and retrieval process. _____
- 5.9 The system shall provide for fast forward and fast rewind during playback. _____
- 5.10 The system shall provide for the continuous playback looping of an audio segment within a call. _____
- 5.11 The system shall provide the capability to skip forward to the next message or skip back to the previous message. _____
- 5.12 The system shall provide for the extraction of a portion of a call to a .wav file. _____
- 5.13 The system shall provide for a recording to a CD or other usb media as individual calls _____
- 5.14 The system shall provide for the recording to a CD or other usb media in either a sequential call by call or in a parallel timeframe mode in a merged file (overlapping Synchronized multi-channel playback). _____
- 5.15 The system shall provide the capability to append notes to a recording and save them with the recording. Whenever the recording is played back the notes shall display. No special word processor software shall be required for this function. _____
- 5.16 The system shall provide the ability to playback a call or make a rerecording with spoken time. _____
- 5.17 The system shall provide a redaction feature for making copies of incidents for distribution _____
- 5.18 The system shall provide a speed control with pitch correction while playing recordings. _____

6 System Security Requirements

- 6.1 The system shall provide for multiple user profiles to control access permissions down to the channel level and user role. _____
- 6.2 System shall provide Password complexity enforcement (Minimum Length, Minimum Digits, Minimum Lowercase Characters, Minimum Uppercase Characters, Minimum Special Characters) _____
- 6.3 System should provide an Option to authenticate logger users via external SMB service. _____

7 System Diagnostics/Alert Capabilities

- 7.1 The system shall provide boot up system test and ongoing self checking tests. _____
- 7.2 The system shall maintain an internal error log for all system alerts and error messages. _____
- 7.3 The system shall provide the capability to automatically send any alerts via email and automatically notify that an alert has occurred. _____
- 7.4 The system shall provide the ability for on line remote diagnostics via a network connection. _____
- 7.5 The system shall monitor all channels for a preprogrammed time frame of _____

inactivity (No record audio) and generate an alert for any channels that exceed this time frame.

8 Physical Characteristics

- 8.1 The system shall be a standard 19 inch rack mount configuration and not exceed 4U's in height. _____
- 8.2 The system rack space required shall be a maximum 19"W X 24"D X 8"H. _____
- 8.3 System weight shall not exceed 65 pounds. _____
- 8.4 The System shall have the audio inputs cabled to a demarcation point within 6 feet of the chassis. The input cables shall terminate to a 66 block. The vendor shall provide all required blocks, cables & cross connect jumpers. _____

9 System Electronics – Input Boards

- 9.1 System frequency response should be 200 to 3400Hz. _____
- 9.2 System signal to noise should be at least -50dB. _____
- 9.3 System Crosstalk should be -60db or greater. _____
- 9.4 System AGC should be selectable on a per channel basis and provide this minimum operation: _____
 - Range of 24 dB boost
 - Attack time of less than 20 msec.
 - Recovery time of 200 msec.
- 9.5 System input impedance should be 10Kohm, balanced bridge & DC blocked. _____
- 9.6 The system should accept audio levels between -40dB to +10dB. _____
- 9.7 The system shall have record activation methods selectable on a per channel basis. These shall be: _____
 - VOX sensing
 - Off Hook sensing
 - External Contact Closure
 - Continuous record
 - Digital telephone signaling
- 9.8 All electronic circuits shall be of modern design and construction, arranged for quick replacement on plug-in cards. _____
- 9.9 The system analog telephone input shall have an internal "beep" generator that can be enabled on a per channel basis, if automatic notification of recording is required. _____
- 9.10 The channel capacity of the system shall be from 24 to 96 hard wired and from 24to 96 soft IP sources in a single chassis. _____
- 9.11 The system shall be capable of direct connect to various record inputs, all from one chassis. These inputs shall be: _____
 - Analog Telephone Lines/Stations
 - Analog 2-way Radio
 - Digital PABX Telephone Stations
 - Digital T1/E1/ISDN PRI Telephone Circuits
 - Digital ISDN BRI Telephone Circuits.
 - VoIP Telephone Stations
 - IP Console Feeds
 - Screen Capture Feed
 - NG-911 SIP Invite
- 9.12 The system shall support an automatic gain control (AGC) function to provide leveling of near end and far end talkers. The AGC function shall be selectable on a per channel basis. _____

9.13 When AGC is not desired during normal operation, it shall be possible to activate AGC during playback only. _____

10 System Support

10.1 The vendor shall provide training for the user groups including: _____

- First Line Technical support and Administration for customer technicians for self support and installation
- Administrator / Supervisor training including media handling, system administration, Client software use
- Console operator training on client Instant Recall use
- Refresher training shall be provided through out warranty and maintenance

10.2 The vendor shall have factory certified technicians on call on a 24/7 basis for support. _____

10.3 The vendor shall confirm common repair parts (hard drives, archive drives, power supplies, input boards) to be stocked by the Vendor for same-day repair. _____

10.4 The vendor shall confirm availability of complete loaner system in the event same-day repair is not feasible. _____

10.5 The vendor shall supply the following manuals in hard copy (one copy) per unit ordered: _____

- Logger User Guide and Configuration
- Client/Web-Based software User Guide
- Logger Service Manual

10.6 The vendor shall supply the manuals in a PDF softcopy and grant unlimited user copy privileges. _____

10.7 The vendor shall document all systems settings and leave a hard copy record on site with the manuals. _____

10.8 The vendor shall provide a minimum of 3 reference sites of Public Safety agencies using the proposed recording system. Include Agency name, Agency Address, Point of Contact name, Phone number, and email address. _____

11 Award

11.1 The contract will be awarded to one vendor with the lowest bid meeting all of the specifications with the most complete bid.

11.2 An authorized signature must be on the bid.

DPS1230 - Cost Sheet

Item	Description	Make/model	Estimated Quantity	Unit Price	Extended Price
	Logger Hardware				
1.0	Voice and Data Recorder with: <ul style="list-style-type: none"> • Dual hot swap power supplies • Raid1 Hard Disks, minimum 165,000 channel hours • 3 year warranty 		6 ea		
1.1	Front Panel color touch screen control unit or optional keyboard, mouse and monitor		6 ea		
1.2	24 Channel Analog Input board		6 ea		
1.3	24 VoIP CISCO CM/CME Telephone Inputs		6 ea		
1.4	24 VoIP Avtec Console Inputs		6 ea		
1.5	Digital T1/ISDN PRI Telephone Circuit Input Board		1 ea		
1.6	Cisco VoIP Gateway for Call Manager/Call Manager Express		6 ea		
1.7	License for 6 concurrent users for Administration, playback and instant recall.		6 ea		
1.8	Cabling materials, demarcation (lot)		6 ea		
1.9	Install and Commissioning Services		1 ea		
1.10	On-site Training for each location		6 ea		
1.11	Upgrade to Hot-Swap RAID5		6 ea		
1.12	Loaner Recorder in event of failure Please providing pricing per week		6 ea		
1.13	Maintenance per year 24/7 coverage.		6 ea		

Grand Total: _____

NOTE: All quantities specified on the cost sheet are for bid purposes only.
Actual quantities to be purchased may be more or less than noted above.

Vendor Name: _____

Contact Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Authorized Signature: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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: _____ Signed: _____

Date: _____ Title: _____

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

ATTACHMENT
P.O.# _____

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

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM FOR SOFTWARE

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____