

#### State of West Virginia Request For Quotation

Procurement Folder: 302042

**Document Description : DATA LOGGING SYSTEM** 

Procurement Type: Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No			Version	Phase
2017-02-14	2017-03-07 13:30:00	ARFQ	0803	DOT1700000016	1	Final

FINANCE & ADMINISTRATION Vendor Name, Address and Telephone **CRS LLC DIVISION OF HIGHWAYS** 612 Schrader Ave BLDG 5, RM A-220 Wheeling WV 26003 1900 KANAWHA BLVD E 304-242-3959 CHARLESTON WV 25302 US

FOR INFORMATION CONTACT THE

**Dusty J Smith** (304) 558-9398 dusty.j.smith@wv.gov

45-5160111

3-12-17

Signature X FEIN #
All offers subject to all terms and conditions continued in this solicitation

Date Printed: Feb 14, 2017 Solicitation Number: DOT1700000016

Page: 1

FORM ID: WV-PRC-ARFQ-001

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Line Commo	dity Line Description	Qty	Unit Issue	Unit Price	Total Price
VOICE F LOGGIN	RECORDING DATA G SYSTEM	1.00000	LS	14,975.00	14,975,00
Commodity Code	Manufacturer	Model #		Specification	1
43220000	Eventide	NexLog740		See B	achuce.
	DATA LOGGING SYSTEM		<del></del>		
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CHARLESTON WV 25305-0430

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Line Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2 INSTALLATION TRAINING			1,500,00	1,500.00

Commodity Code	Manufacturer	Model #	Specification
43220000	En Lil	Nov1 20740	
	Eventide	NexLog 140	See Brochure

**Extended Description** INSTALLATION TRAINING

Service period will be 2 weeks from Start Date to install.

Art Property Event DEADLINE FOR QUESTIONS 5PM Line **Event Date** 2017-02-23

	Document Phase	Document Description	Page 3
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#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



#### State of West Virginia **Request For Quotation**

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2017-03-01	2017-03-07 13:30:00	ARFQ .	0803	DOT1700000016	2	Final

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FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			CR5 LLC
BLDG 5, RM A-220			612 Schrader Ave
1900 KANAWHA BLVD E			
CHARLESTON	w	25302	Wheeling WV 26003
US		20002	304-242-3959

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

FEIN# 45-5160111

DATE 3-12-17

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INFORMATION SERVICE DIVISION

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DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION

1900 KANAWHA BLVD E, BLDG 5 RM 920

CHARLESTON

WV 25305-0430

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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	VOICE RECORDING DATA LOGGING SYSTEM	1.00000	LS	14,975.00	14.975.00
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Commodity Code	Manufacturer	Model #	Specification
43220000	Eventide	NexLog 740	
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**Extended Description** 

VOICE RECORDING DATA LOGGING SYSTEM

DIVISION OF HIGHWAYS

INFORMATION SERVICE DIVISION

1900 KANAWHA BLVD E, BLDG 5 RM 920

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DIVISION OF HIGHWAYS
INFORMATION SERVICE DIVISION

1900 KANAWHA BLVD E, BLDG 5 RM 920

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Line Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2 INSTALLATION TRAINING	- 1		1,500.00	1,500.00

Commodity Code	Manufacturer	Model #	Specification
43220000	Eventide	NexLog	See brochure

Extended Description
INSTALLATION TRAINING

Service period will be 2 weeks from Start Date to install.

Line Event DEADLINE FOR QUESTIONS 5PM Event Date 2017-02-23

	Document Phase	Document Description	Page 3	
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#### ADDITIONAL TERMS AND CONDITIONS

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#### State of West Virginia **Request For Quotation**

Procurement Folder: 302042

Document Description: ADDENDUM 2: DATA LOGGING SYSTEM 6317B41

Procurement Type: Agency Contract - Fixed Amt

	Date Issued	Solicitation Closes	Solicitation No		Version	Phase	
	2017-03-03	2017-03-14 13:30:00	ARFQ	0803	DOT1700000016	3	Final

FINANCE & ADMINISTRATION		Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS		CRS LLC
BLDG 5, RM A-220		612 Schrader Ave
1900 KANAWHA BLVD E		Wheeling WV 26003
CHARLESTON	WV 25302	304-242-3959
US		307-272-8139

FOR INFORMATION CONTACT THE

**Dusty J Smith** (304) 558-9398 dusty.j.smlth@wv.gov

Signature X

FEIN# 45-5160111

DATE 3-12-17

All offers subject to all terms and conditions contained in this solicitation Date Printed: Mar 03, 2017 Solicitation Number: DOT1700000016

Page: 1

FORM ID: WV-PRC-ARFQ-001

DIVISION OF HIGHWAYS
INFORMATION SERVICE DIVISION

1900 KANAWHA BLVD E, BLDG 5 RM 920

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DIVISION OF HIGHWAYS
INFORMATION SERVICE DIVISION

1900 KANAWHA BLVD E, BLDG 5 RM 920

CHARLESTON

WV 25305-0430

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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	VOICE RECORDING DATA LOGGING SYSTEM	1.00000	LS	14,975.00	14,975.00
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Commodity Code Manufacturer Model # Specification

43220000 Eventuale NexLog 740 See brach use

Extended Description

VOICE RECORDING DATA LOGGING SYSTEM

DIVISION OF HIGHWAYS
INFORMATION SERVICE DIVISION
1900 KANAWHA BLVD E, BLDG 5 RM 920

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DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION

1900 KANAWHA BLVD E, BLDG 5 RM 920

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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	INSTALLATION TRAINING	1		1500.00	1500.00
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Commodity Code	Manufacturer	Model #	Specification
43220000	Eventide	NexLog 740	see brochure

Extended Description
INSTALLATION TRAINING

Service period will be 2 weeks from Start Date to install.

Line Event Date
1 DEADLINE FOR QUESTIONS 5PM Event Date
2017-03-07

	Document Phase	Document Description	Page 3
DOT1700000016	Final	ADDENDUM 2: DATA LOGGING SYSTEM	of 3
		6317B41	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



COVER LETTER March 14, 2017

#### West Virginia Department of Highways

To whom it may concern,

We are excited to submit our bid to the West Virginia Department of Highways. Enclosed is a proposal for a communications recording system that meets and exceeds your bid requirements.

CRS specializes in offering Mission Critical Voice loggers for public Safety in the State of WV. The majority of 911 Centers in WV use our systems to record their 911 centers phone and radio communications. The NexLog operating system is Linux. Linux is not only virus proof it is far more stable than any Windows Based voice logger. Unlike Windows based systems you will not have to worry about Microsoft discontinuing support of their software and forcing you to upgrade earlier than you have planned. CRS and Eventide will support your recorder as long as you own it.

We have 3 trained service Technicians based in the area. They both have been trained and can be on site with minimal response time. CRS also has a 24 x 7 help desk that is always available to our customers. We also do preventative maintenance and software updates every 6 to 8 months. This allows our customers to have trouble free experience. While we cannot guarantee you will never have a failure we take steps to increase the odds that you will not have down time due to equipment failure.

CRS has over 15 years of recording experience as a company along with a team possessing decades of experience and knowledge of technical solutions and operational knowledge of best practices from the user perspective. When partnering with CRS, we hope you will experience service levels far beyond any provider in our industry.

PHONE: (888) 661-9911

FAX: (855) 277-4621

Best Regards,

Dave Posey

Dave Posey CRS, LLC

612 SCHRADER AVE WHEELING, WV 26003

# INSTRUCTIONS TO VENDORS SUBMITTING BIDS (Agency Delegated Procurements Only)

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.
- 4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 8. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 14. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 15. 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., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

# GENERAL TERMS AND CONDITIONS: (Agency Delegated Procurements Only)

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.
- 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 onand extends for a period ofyear(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
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 withindays.
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
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.
NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately pon receiving notice to proceed unless otherwise instructed by the Agency. Unless therwise 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency 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 Agency prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency 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 Agency.

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:			
Automobile Liability Insurance in at least an amount of:			
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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of . This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated. 12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears. 14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked. Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services. 15. 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. 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other
- 17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds Revised 01/11/2017

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.

being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 18. CANCELLATION: The State 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 Agency 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.
- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.
- 24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

- 27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State

of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. 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.
- 39. 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 report 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.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

- 41. 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.

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

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

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

#### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractor's Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's	Name:		
Contractor's	License No.	 -	 

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 2. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

# ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

- 1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS: Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Cary David Posey, Member	
(Name, Title)	
Cary David Posey, Member	
(Printed Name and Title) PO BOX 2172	
(Address) Phone: 304-242-3959 / Fax: 855-277-4621	,
(Phone Number) / (Fax Number) carydposey@gmail.com	 
(E-mail 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.

CRS LLC	
(Company)	
Cary David Pesery	
(Authorized Signature) (Representative Name, Title)	
Cary David Posey	
(Printed Name and Title of Authorized Representative)	
3-13-2017	
(Date)	
Phone: 304-242-3959 Fax: 855-277-4621	
(Phone Number) (Fax Number)	

#### ADDENDUM ACKNOWLEDGEMENT FORM

#### SOLICITATION NO.: ARFQ 0803 DOT1700000016

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)	
Addendum No. 1 Addendum No. 6 Addendum No. 2 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9 Addendum No. 5 Addendum No. 10	
I understand that failure to confirm the receipt of addenda may be cause for rejection of a further understand that any verbal representation made or assumed to be made during discussion held between Vendor's representatives and any state personnel is not bindit the information issued in writing and added to the specifications by an official addend binding.	g any oral
CRS LLC	
Cary Oan Pary	
Authorized Signature	
3-11-2017	
Date	

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

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish a contract for the one time purchase of data logging system for voice calls to the Emergency Operations Center.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means data communications recorder for the Traffic Maintenance Center of the WVDOH as more fully described by these specifications.
  - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 "VOIP" means Voice Over Internet Protocol.
  - 2.5 "TB" means terabyte.
  - 2.6 "RAID" means Redundant Array of Independent Disks.
  - 2.7 "PC" means personal computer.
  - 2.8 "GB" means gigabyte.
  - 2.9 "WVDOH" West Virginia Division of Highways.
  - 2.10 "HOT SWAP" means terms used to describe the functions of replacing computer system components without shutting down the system.
  - 2.11 "IN" means inch.
  - 2.12 "LCD" means Liquid Crystal Display.
  - 2.13 "DVD" means Digital Versatile Disk.
  - 2.14 "RAM" means random access memory.

- 2.15 "TMC" means Traffic Management Center.
- **2.16** "IT" means Information Technology.

#### 3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

#### 3.1.1 Contract Item #1 -Voice Recording Data Logging System

3.1.1.1 Contract Item #1- must be a Digital Communications Logging Recorder for use in Traffic Management Operations Center. The Recording system should be equipped with the following requirements. Must come with a 7 IN LCD touchscreen front panel for Local system control. Have the capability of a minimum of 8 channel VOIP. Must have a 2TB RAID 1 (2 x 2 TB) Hard Disk Drive. Must have a 9.4 GB hard Drive for DVD-RAM to archive media. Must have a Dual Hot Swap power supplies. Must be equipped with 4 post rack rails.

Meets all of the above requirements.

3.1.1.2 Contract Item #1- must be compatible with a Web based Configuration Manager software for complete system management with 8 licenses for PC Management. Must be compatible with CICSO SYSTEMS telephone interface. Shall have a PC Screen recording function software that has the ability to show the all dispatching data in real time on the screen as it is coming through on the call and license for at least 5 PCs.

Meets all of the above requirements.

#### 3.1.2 Contract Item #2 - Installation, Training

- **3.1.2.1** Contract Item #2 Professional Services Meets all of the above requirements.
- 3.1.2.2 Contract Item #2 includes a Pre-Installation site survey for coordination with IT professionals within the TMC and WVDOH. Installation, Configuration, Testing of the system and training of the employees in the TMC.

Meets all of the above requirements.

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by placing the item cost in each line item on the bid sheet. Each item shall be filled in with a cost as well as the brand of the item so it can be determined whether it meets the specifications or not. Failure to provide a quote for each item or not showing the brand shall result in a rejection of the bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

#### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

#### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDOH TMC 1900 Kanawha Blvd E. BLDG 5 RM 362 Charleston, WV 25305.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
  - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3** Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

WV-10 Approved / Revised 12/16/15

#### State of West Virginia

### **VENDOR PREFERENCE CERTIFICATE**

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

	B. B. T.
1. ✓	Application is made for 2.5% vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of the properties of the proper
	business continuously in evest virginia for four (4) years immediately preceding the date of this certification;
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2,	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.	Application is made for 5% vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
or (b) ass	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the sents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to acting agency or deducted from any unpaid balance on the contract or purchase order.
the requi	ission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and is the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid red business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
OHIGHT CITY	ereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder ything contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
Bidder:	
Date: 3-13-	2017 Title: Member
*Check any	combination of preference consideration(s) indicated above, which you are entitled to receive.

# STATE OF WEST VIRGINIA Purchasing Division

#### **PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### **DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:	
Vendor's Name: CRS LLC	
Authorized Signature: Cay Our Coay	Date: 3-13-2017
State of West Virginia	
County of Ohio to-wit:	
Taken, subscribed, and sworn to before me this 13 day of March	.2017
My Commission expires 3-15-21 , 20 17.	10
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA WYNDEE L. BOROSKI	Purchasing Affidavit (Revised 08/01/2015)

2207 National Road Wheeling, West Virginia 28003 My Commission Expires Mar. 15, 2021

EXHIBIT A RFQ#: DOT170000016

		Office Extended lotal	L	1 \$14,975.00	L	21.500.00		\$16,475.00
	Ilait Daise	סונור הוצכה	¢ 14 021 00	3 14,375.UU	20 202	\$1,500.00		
	Description		Voice Recording Data Logoing System		Installation, Training		Total Amount	
I last of BAnner	OILL OF INEASURE		SOLM		NOS			
Estimated Organity	7 55555	,-	1		1			
tem		-		2	1			
Commodity Code		NexLog740						

# AGENCY SOLICITATION NUMBER – ARFQ DOT\*16 Addendum Number: 2

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

#### **Applicable Addendum Category:**

[ x ]	modify bid opening date and time
[]	Modify specification of product or service being sought
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[X]	Other

#### **Description of Modification to Solicitation:**

To extend Technical Questions till 3/7/17 at 12:00pm

Change bid opening:

From

3/07/17 13:30pm

To

03/14/17 13:30pm

#### To add Questions and Answers

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

#### **Terms and Conditions:**

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

Question 1. "If so, what is the version of CISCO Unified Communications Manager?"

Answer 1. WVDOT is currently using 7.xx, however, our CISCO system is managed by the WV Office of Technology (OT) implements an upgrade, our system will be migrated to the latest version.

Question 2. "What are the models of the handsets being recorded?"

Answer 2. Since WVDOT is using 7.xx software the only compatible phone sets are 7942 or 7962.

Question 3. "Are there any other endpoints that need to be recorded like radio or analog lines"

Answer 3. No.

Question 4. How to submit a bid?

Answer 4. A bid that is not submitted electronically through wvOasis should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Department of Transportation.

#### **SEALED BID:**

**BUYER: Dusty Smith** 

**SOLICITATION NO.: ARFQ DOT17\*16** 

BID OPENING DATE: 03/14/17

**BID CLOSING TIME: 13:30** 



#### CRS LLC P.O. Box 2172 Wheeling WV 26003

FOR: 8 Channel NexLog Communications Recording System

WVDOH / Transportation Management Center 1900 Kanawha Blvd E. Building 5, 3<sup>rd</sup> Floor Room 362 Charleston, WV 25305

# **QUOTE**

Date	Quotation Validity Period	Estimated Delivery	Payment Terms	Shipping Terms	
8/24/2015	01/31/2016	3 to 4 Weeks	Net 30	FOB - Destination, Freight - Prepaid and add	

QTY	MODEL	DESCRIPTION	LIST PRICE	EXTENDED
1 1 1 1 1 1 1	NL740 105303-001 271052 105313 271083 108109 271070	Next_og740 Recorder w/Hot Swap Power Supplies, Single 9.4GB 7 Inch Color Touch Screen 8 Channels VOIP 2 x 2TB Hot-Swap Hard Drive, RAID1, 2TB Storage MediaWorks Plus Client License For 8 PC Access 4 Post Rack Rails Screen Recording for 5 PC's	\$19,95 <b>4.00</b>	\$19,954.00
			SUB-TOTAL LIST	\$19,954.00
			DISCOUNT	\$-(4,979.00)
		DISCOUNTED TOTAL		\$14,975.00
	PRO-SER	Professional Services: Includes Pre-installation site survey, Installation, Configuration, Testing, and Training.		\$ 1,500.00
		TOTAL INVESTMENT		\$ 16,475.00
		RECOMMENDED OPTIONS:		
	271077	QA (Quality Factor Software) for 20 Dispatchers	\$2,500.00	
	NAS-Archive	CRS Networked Attached server for long term storage 4TB	\$ 3,995.00	

Contact Information:

Dave Posey

Phone: 1-304-242-3959 Fax:--: 1-855-277-4621

E-mail: dave.posey@crsnc.com

Installation Notes:

Customer's radio and telephone vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location.

Warranty Notes:

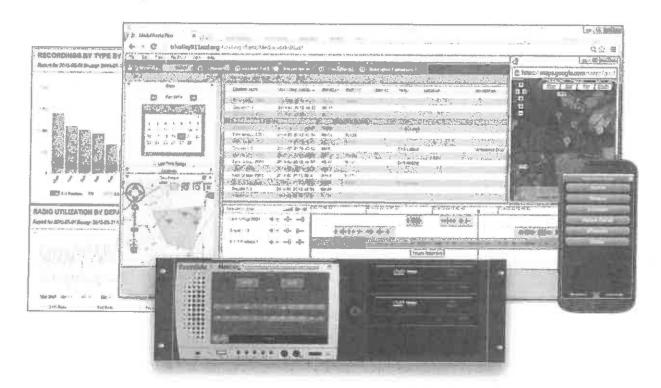
System comes with one year warranty parts and labor with 24/7 onsite response. Service Agreement is available after initial full year warranty expires.

## **Other Options:**

Part Number	Description	Quantity	List Price (Each)
105311	2 x 1TB Hot Swap RAID1, 1TB storage	1	\$1,600.00
105314	4 x 1TB Hot Swap RAID5 = 3TB Storage	1	\$2,880.00
105347	2 x 4TB Hot Swap RAID1 + 0 = 4TB storage	1	\$4,790.00
271052	Additional Internal IP Recorder with 8 Channel Licenses for G.711	1	\$1,750.00
105284-024	24 Channel Analog Card	1	\$6,000.00
KVM Switch	Rack Mount KVM Switch Includes Monitor, Mouse and Keyboard	1	\$1,595.00
NAS	CRS Networked Attached server for long term storage 6TB (1u)	1	\$4,995.00

# **Eventide**®

# NEXLOG COMMUNICATIONS RECORDERS



Advanced Recording Solutions for Mission-Critical Communications

NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM Incident Reconstruction • Instant Recall • Mobile Quality Assessment • Screen Recording • Reporting VolP • SIP • Digital • Analog • T1/E1 • ISDN • ED137

# NexLog ) communications recorders

Public safety, government, institutional and industrial customers at thousands of locations worldwide trust Eventide's mission-critical recording systems to securely and reliably record, protect and reconstruct their most important interactions and related data.

#### NexLog Communications Recorders

NexLog systems are Linux-hardened recording platforms with multiple levels of redundancy, an embedded SQL database and up to 12 TeraBytes of internal storage. Archiving options include Blu-ray, DVD-RAM, USB, network attached storage (NAS) and auto-replication between recorders.

NexLog recorders feature multi-tier security, comprehensive user auditing and a web-based configuration management tool. NexLog systems include support for password policies, Active Directory authentication and SNMP.

**Next Generation 9-1-1** recording and logging options include support for the i3 SIPREC interface.

# NexLog 740

NexLog 840



Channel capacity: Up to 96 Analog or Digital, 192 T1, 240 E1, 240 VolP, 240 P25/DMR Rack-mountable (3U)

Channel capacity: Up to 240 Analog or Digital, 240 T1, 240 E1, 240 VolP, 240 P25/DMR Rack-mountable (4U)

The innovative **NexLog Access Bridge** feature lets you link multiple NexLog communications recorders together for a unified search, replay and incident management experience.

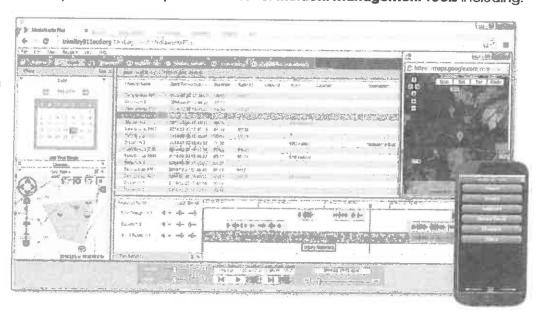
#### ▶ MediaWorks PLUS Software: Incident Reconstruction, Instant Recall and More!

MediaWorks PLUS software provides a complete set of tools for search, replay, instant recall, incident reconstruction, export and much more. MediaWorks Plus allows secure SSL access from Windows & Mac computers as well as Android & Apple iOS tablets & phones, using Chrome, Firefox, IE or Edge.

Features include multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop playback, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay, MP3 option, and show call locations on map\*.

MediaWorks PLUS software also provides a comprehensive set of Incident Management Tools including:

- Create an incident
- Add incident name
- Add notes
- Attach other media
- Word/Phrase search
- Redact audio
- Split audio clips
- Mergé audio clips
- Obfuscate audio
- Audio annotations
- Text annotations
- Protect calls
- Talking time & date
- Incident permissions
- Save the incident
- Export the incident
- Email the incident
- Burn to DVD/Blu-ray



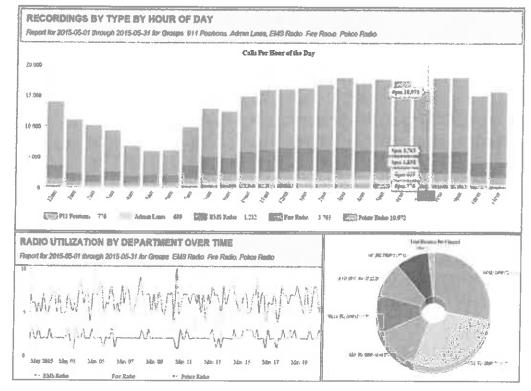
# Eventide

#### ► Enhanced Reports Package

The highly-flexible Enhanced Reporting option is pre-loaded with standard reports, or you can easily build custom reports.

Reports are delivered automatically to users at designated times, days and intervals.

Enhanced Reports get actionable information to supervisors and directors when they need it, increasing awareness and potentially changing the outcomes of critical situations.

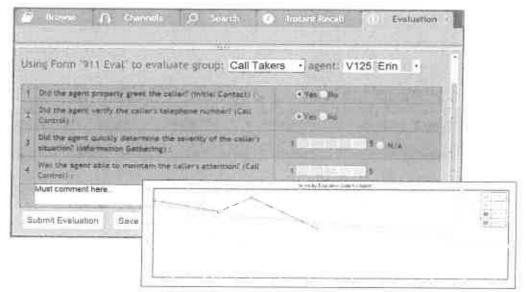


#### Quality Factor Software: Quality Assessment and Reporting

Quality Factor software enables your QA team to efficiently measure performance trends and identify skills that need improvement.

The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs.

Quality Factor reports let you view quality improvement trends by agent and group.



#### Screen Recording: Enhance Your Quality Assessment Process

NexLog PC screen recording helps document the important activities (including multi-media interactions) that occur during call handling and dispatch, and allows supervisors to visually evaluate the accuracy each team member's usage of critical software applications such as CAD and EMD.

# NexLog Communications recorders

#### LCD Touch Screen

The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

#### NexLog Recording Interfaces

#### **RADIO SYSTEMS:**

Motorola ASTRO 25 Motorola SmartNet Motorola SmartZone Motorola MotoTrbo Motorola MDC1200 Harris VIDA P25<sub>IP</sub> SR10+ ISSI for P25 Trunked EF Johnson ATLAS P25 Tait P25 Trunked Tait DMR Tier III Tait DMR Tier II Tait MPT-IP Sepura/Flyde DMR III Sepura/Fylde MPT1327 ICOM iDAS Conv. Kenwood NexEdge

#### 9-1-1 SYSTEMS:

NG 9-1-1 (i3 SIPREC) West (Intrado) VIPER AirBus DS VESTA 4 Zetron MAX Call Taking Zetron Series 3200 Solacom Guardian Emergitech IP9-1-1 **Emergency Call Works** TCS (microDATA) Contact closure option and more!

#### **DISPATCH SYSTEMS:**

Zetron MAX Dispatch Zetron ACOM Zetron DCS-5020 **AVTEC Scout** Motorola MCC7500 Telex Radio Dispatch Telex IP-223 and IP-224 Omnitronics RolP Catalyst IP | Console Exelis/C4i SwitchPlus IP PENTA cPCx CTI RadioPro Dispatch Cisco IPICS **CSS Mindshare** and more!

#### **TELEPHONE SYSTEMS:**

VolP and SIP phones Digital telephones Analog telephones 2 or 4-wire analog lines Analog & CAMA trunks T1, E1, and ISDN trunks SIP trunks

#### ATM/ATC SYSTEMS:

ED137b-Part 4 (VoIP) 2 or 4-wire analog T1 and E1 circuits

Visit www.EventideCommunications.com for full product information, specifications and the latest interoperability information.

#### ▶ Air Traffic Management and ED-137

NexLog systems can record from all types of ATC/ATM audio sources, including controller working positions (CWP), VCCS, GRS, ambient audio, and telephones. NexLog systems support the ED-137b-Part 4 recording interface. Eventide is a participant in EUROCAE WG-67 and the EUROCONTROL VOTE group.

#### Synchronized Replay for ATC/ATM

NexLog recorders can interface with Thales' airspace navigation systems for synchronized replay of audio and CWP scenarios. NexLoa systems can also interface with Thruput Ltd. At-The-Glass screen recording solutions for synchronized replay of CWP screen and audio. In addition, NexLog API options are available for third-party replay synchronization projects.

#### ▶ Redundancy

NexLog systems offer redundant power supplies, redundant disk drives and redundant archive drives, as well as redundant aeo-diverse network archiving.

NexLoa recorders are available in sets of multiple units for Active+Active redundant recording or for automatic replication between recorders.



© 2016 Eventide Inc. Specifications and features subject to change without natice. Some features listed are extra-cost options. Check with Eventide for hybrid (mixed-type) channel capacities, and for pre-sales review of digital telephone, LMR, VoIP telephone, and VoIP codec compatibility. \* View Location requires coordinates to be delivered to recorder (as typically provided for E911 Cellular calls); requires Google browser and access to Google Maps.



Eventide Inc. One Alsan Way, Little Ferry, NJ 07643 USA Tel. +201-641-1200 Fax +201-641-1640

EventideCommunications.com

142339-06



# ARFQ 0803 DOT1700000016 DATA LOGGING SYSTEM **DIVISION OF HIGHWAYS**

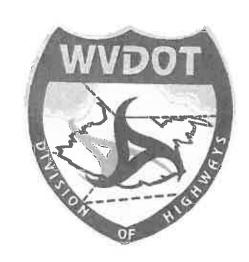
Mobile: (304)238-3993 Office: (304)242-3959

Fax: (855)277-4621 Helpdesk: (888)661-0202

Email: dave.posey@crsnc.com www.crsnc.com

612 Schrader Ave. Wheeling, WV 26003

Dave Posey Area Manager



**DUSTY SMITH PROCURMENT** 304-558-9395

FINANCE & ADMINISTRATION **DIVISION OF HIGHWAYS BUILDING 5, RM A-220** 1900 KANAWHA BLVD E **CHARLESTON WV 25302** 

612 SCHRADER AVE WHEELING, WV 26003

PHONE: (888) 661-9911 FAX: (855) 277-4621