

## State of West Virginia Solicitation Response

Proc Folder: 302042

Solicitation Description: ADDENDUM 2: DATA LOGGING SYSTEM 6317B41

Proc Type: Agency Contract - Fixed Amt

| Date issued | Solicitation Closes    | Solicitation Response        | Version . |  |
|-------------|------------------------|------------------------------|-----------|--|
|             | 2017-03-14<br>13:30:00 | SR 0803 ESR03101700000004301 | 1         |  |

VS0000012117

Replay Systems, Inc.

Replay Systems

Solicitation Number:

ARFQ 0803

DOT1700000016

Total Bid:

\$12,093.00

Response Date:

2017-03-10

Response Time:

15:22:42

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN#

DATE

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

Page: 1

FORM ID: WV-PRC-SR-001

| Line | Comm Ln Desc                           | Qty     | Unit Issue | Unit Price     | Ln Total Or Contract Amount |
|------|--|---------|------------|----------------|-----------------------------|
| 1    | VOICE RECORDING DATA<br>LOGGING SYSTEM | 1.00000 | LS         | \$9,513.000000 | \$9,513.00                  |

|                  |                       |                        |         | <br>  |
|------------------|-----------------------|------------------------|---------|-------|
| Comm Code        | Manufacturer          | Specification          | Model # | <br>· |
| 43220000         |                       |                        |         |       |
| Extended Descrip | ption : VOICE RECORDI | NG DATA LOGGING SYSTEM |         |       |

| П | .Ine | Comm Ln Desc          | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|------|-----------------------|-----|------------|------------|-----------------------------|
| 2 | :    | INSTALLATION TRAINING |     |            |            | \$2,580.00                  |

| Comm Code | Manufacturer | Specification | Model # |  |
|-----------|--------------|---------------|---------|--|
| 43220000  |              |               |         |  |

Extended Description : INSTALLATION TRAINING

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

# State of West Virginia

Request for Quotation Data Logging System

Prepared by Replay Systems March 14, 2017

All documents contained within this proposal are considered **CONFIDENTIAL INFORMATION** 

The signature below represents acknowledgement and acceptance of the terms and conditions stated in the proposal document.

Ryan Hurley Vice President of Sales Replay Systems

## Replay Systems, Inc.

6555 NW 9th Ave, Suite 105 Fort Lauderdale, FL 33309 www.replaysystems.com

Phone: (954) 267-9199 Fax: (954) 267-9184

E-mail: replay@replaysystems.com





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## Section 1 – Corporate Overview

### **Replay Systems**

Replay Systems is a distributor of feature-rich voice loggers to public safety facilities, financial institutions, call centers and healthcare centers. We are headquartered in Fort Lauderdale, Florida with satellite offices throughout the Southeastern United States, including; Fort Lauderdale, FL, Pensacola, FL, Tampa, FL, Melbourne, FL, Columbia, SC, WI, Athens, TN, and Atlanta, GA.

"Our mission is to continually improve and grow as a company while remaining the most reliable and trustworthy distributor of voice logging systems in the United States. We will do this by always providing our customers with the very best technologies and services for the replay of voice and video critical to their business."

Since 1996 'Replay' has built a reputation of providing outstanding service and support 24 hours a day, 7 days a week for recording technology in mission critical applications. We have made a significant investment in our people and technology to ensure we can continue to provide exemplary service and support to our customers.

What this means to you as a customer is that you can always rely on our sales and support team to be knowledgeable, prompt, and courteous. Our experience in Public Safety as well as our expertise in voice logging systems means that we understand your needs and will always be there to meet them.

Replay Systems has over 20 years of experience supporting call recording applications in contact, operations and dispatch centers: meeting the critical recording needs of over 1000 clients. Replay Systems supports clients in the transportation industry such as Jacksonville Transit Authority and Mears Transportation to name a few. HigherGround is installed although not supported by Replay Systems at one of the largest transportation companies in the world: CSX Railways.

Replay Systems will be glad to provide specific contact information for these clients if needed.



### Sample of Replay's Key Customers (Public Safety):

- ▶ Hamilton County, Tennessee
- ▶ City of Alpharetta, Georgia
- ▶ Marion County 911, Florida
- ▶ Rutherford County 911, Florida
- ▶ Brevard County 911, Florida
- ▶ Escambia County 911, Florida
- ▶ Broward County 911, Florida

- ▶ Lexington County, South Carolina
- ▶ Knox County, Tennessee
- ▶ Mobile County 911, Alabama
- Washington County, Mississippi
- Greenville County, Mississippi
- Orange County 911, Florida

### Sample of Replay's Key Customers (Commercial):

- ▶ Mears Transportation, Florida
- ▶ Independent Bankers Bank, Florida
- Walt Disney World Security, Florida
- ▶ Huntsville Utilities, Alabama
- University of Alabama, Alabama
- Memorial Hospital Savannah, Georgia
- Assurant Solutions (throughout the US)
- Mesirow Financial (throughout the US)
- Royal Bank of Canada (Multi-Site in US)
- ▶ Cobb EMC, Georgia
- Shands Hospital Jacksonville, Florida
- ▶ Children's Hospital of Atlanta, Georgia



# Section 1 – Company Overview (Manufacturer)

## **HigherGround Corporate Overview**

HigherGround has been in business since 1973, specializing in critical communications logging and recording solutions. Our full-featured products transform data into actionable intelligence, enabling decisions with certainty to enhance operator performance, optimize operations and reduce costs.

HigherGround's Capture911 is a best-in-class, cost-effective and reliable multi-channel recording and incident reconstruction solution for critical communications. Easy-to-use and easily integrated into major console, radio and telecom systems, Capture911 exceeds NG9-1-1 standards and provides proactive monitoring and notification to ensure 24/7 system up time.

HigherGround's customers include global, national, regional and state-wide deployments, including more than one thousand Public Safety Answering Points (PSAPs) across the country, ranging from single operations with just a few lines to large, consolidated PSAPs with hundreds of channels. Our products are also in use at a wide variety of call centers, including hospitals, universities, railroads, airlines, and numerous government and military agencies.

HigherGround — a proven industry standard — is the OEM recording product for industry leaders Airbus (Cassidian) and Solacom. HigherGround is also the recording product of choice for Cisco Instant Connect and Avtec consoles, and is validated on Motorola P25 and MOTOTRBO Systems.



## Section 2 - Bid Response

# 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 Condetermined in accordance with the category that has been identified as applica Contract below:  | tract shall be<br>able to this  |
|---|---|
| ☐ Term Contract   |   |
| Initial Contract Term: This Contract becomes effective on and extends for a period of   | year(s).  |
| Renewal Term: This Contract may be renewed upon the mutual written cons and the Vendor. Any request for renewal should be submitted to the Agency of prior to the expiration date of the initial contract term or appropriate renewal renewal shall be in accordance with the terms and conditions of the original of this Contract is limited to successive one (1) year periods or periods of less than one year, provided that the multiple renewal periods do n months in total. Automatic renewal of this Contract is prohibited | thirty (30) days<br>term. A Contract<br>contract. Renewal of<br>multiple renewal<br>ot exceed |
| Delivery Order Limitations: In the event that this contract permits delivery order may only be issued during the time this Contract is in effect. Any delive within one year of the expiration of this Contract shall be effective for one ye delivery order is issued. No delivery order may be extended beyond one year has expired.  | ery order issued<br>ear from the date the   |
| Fixed Period Contract: This Contract becomes effective upon Vendor's to proceed and must be completed withindays.   | receipt of the notice   |
| Fixed Period Contract with Renewals: This Contract becomes effective receipt of the notice to proceed and part of the Contract more fully described specifications must be completed within   | in the attached Upon completion, provided for han one year                                    |
| One Time Purchase: The term of this Contract shall run from the issuan Document until all of the goods contracted for have been delivered, but in n Contract extend for more than one fiscal year.  | ce of the Award<br>o event will this  |
| Other: See attached.  |   |
| 4. NOTICE TO PROCEED: Vendor shall begin performance of this Cont upon receiving notice to proceed unless otherwise instructed by the Agency. otherwise specified, the fully executed Award Document will be considered   | Unless  |
|   |   |



| <ol><li>QUANTITIES: The quantities required under this Contract shall be determined in accordance<br/>with the category that has been identified as applicable to this Contract below.</li></ol>   |
|--|
| 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 abor/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.   |
| Revised 01/11/2017  |



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. |
|   |
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|   |



| 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 for . This clause  |
| shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.   |
| 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.   |
| 12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.  |
| 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be<br>made after the delivery and acceptance of goods or services. The Vendor shall submit invoices,<br>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 taxes arising out of this Contract and the transactions contemplated thereby. The State of West   |

Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall



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 reports are not limited to, quantities purchased, agencies utilizing the contract, to contract expenditures by agency, etc. | orts<br>tal |
|--|-------------|
|  |             |

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 Contractors 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: NA        |  |
|--------------|-----------------|--|
| Contractor's | License No. N/A |  |

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.

| Don Marek, Sales Menager                              |  |
|---|--|
| (Name, Title)   |  |
| Don Marek, Sales Manager                              |  |
| (Printed Name and Title)                              |  |
| 6555 NW 9th Ave. Suite 105, Fort Lauderdale, FL 33309 |  |
| (Address)   |  |
| 954-267-9199 / 954-267-9184                           |  |
| (Phone Number) / (Fax Number)                         |  |
| don.marek@replaysystems.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.

| Replay Systems  |
|---|
| (Company)   |
| (Authorized Signature) (Representative Name, Title)   |
| Ryan Hurley, Vice President of Sales                  |
| (Printed Name and Title of Authorized Representative) |
| 3-8-2017<br>(Date)                                    |
| 954-287-9199 / 954-287- <b>918</b> 4                  |
| (Phone Number) (Fax Number)                           |



### ADDENDUM ACKNOWLEDGEMENT FORM

#### **SOLICITATION NO.:**

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:<br>(Check the box next to each addendum rec   | ceived)   |  |  |  |
|--|---|--|--|--|
| <ul> <li>✓ Addendum No. 1</li> <li>✓ Addendum No. 2</li> <li>☐ Addendum No. 3</li> <li>☐ Addendum No. 4</li> <li>☐ Addendum No. 5</li> </ul>   | Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10 |  |  |  |
| I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding. |   |  |  |  |
| Replay Systems   |   |  |  |  |
| Authorized Signature 3/7/17  |   |  |  |  |
| Date   | nt should be submitted with the bid to expedite                             |  |  |  |

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



# REQUEST FOR QUOTATION Data Communications Recorder

#### **SPECIFICATIONS**

- 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.
- 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.

Revised 10/27/2014



# REQUEST FOR QUOTATION Data Communications Recorder

- 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.
- **3.1.1.1 Explanation Necessary** The proposed solution is a digital communications recording application developed by HigherGround a Cisco Product Development Partner. Local control of the server will not be using a touchscreen front panel. This will be accomplished with the use of a keyboard, video monitor, and mouse or KVM setup. The system will have the capability to record up to several hundred IP sessions and be licensed for the minimum of 8. The commercial off the shelf server we will be providing has the capacity to be modified to record analog and /or digital communications as well by adding the appropriate interface boards providing great flexibility and scalability should your recording needs change. Replay Systems will include a 2TB RAID in the server configuration, as well as an optical drive to accommodate DVD/RAM archiving media. Replay Systems will include dual hot swappable power supplies and four post rack rails.

HigherGround's Next Generation Capture911 is a cost-effective, reliable, multi-channel recording and incident reconstruction solution for critical communications in Public Safety. Our solutions integrate data from multiple sources into a single, synchronized and holistic view.

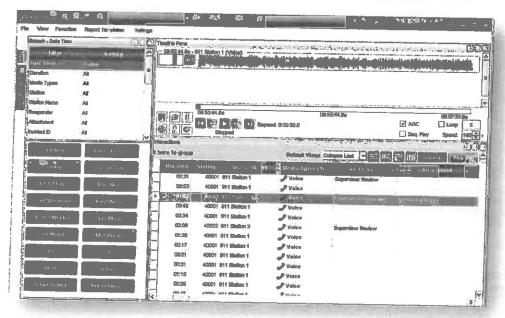
- Capture interactions from any device: telephone, radio, email, chat, video, SMS, GIS, mobile phone and photo
- Intuitive, easy-to-learn and easy-to-use interface Seamless integration with major console, radio and telecom systems
- Exceeds anticipated NENA and APCO NG9-1-1 standards
- Record interactions and associated metadata available for immediate playback



- Synchronize data from every channel to create chronological incident reconstruction
- Proactive monitoring and notification ensures 24/7 system up time
- Effective operator assessment and training is available
- Access data from any position on the network with free unlimited playback licensing
- All network communication between the client and server are encrypted with multi-layer algorithms
  ensuring that recorded interactions are contained in the most secure environment possible. No
  unauthorized access is allowed. Each user is provided with their own individual set of permissions
  and rights allowing for sophisticated audits in the event of a security leak.
- Consolidates structured and unstructured data from multiple sources voice interactions and screen captures and structures it into a single synchronized event with corresponding time line.
- Easy and convenient search options for instant retrieval of archived data and recordings, including extension, operator, and more. Incidents can be saved to media files, emailed, or shared via portal media.
- Recorded incidents and playback software can be saved to preferred archive. This feature securely locks the recordings and any associated incident data on the archive just as it appears in the actual software. The preferred storage will play back the entire incident in chronological order from any PC after permissions have been verified.
- Enables users to redact or censor portions of recorded interactions to eliminate sensitive data. The
  redact module does not affect the recordings on the system, but allows you to save a copy of a
  recording with the sensitive data replaced either by silence or by a tone.

## **Interaction Retrieval Interface**

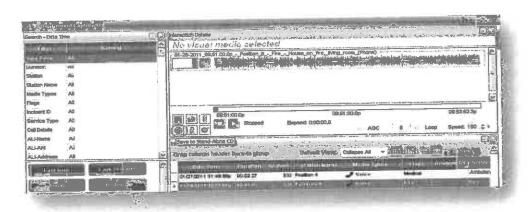
- Find and play recordings instantly using a variety of one-click filters and sorts
- Synchronize multiple recordings for playback to accurately recreate an incident
- Search for recorded calls by date, time, duration, ANI/ALI, flag or other user-defined fields
- Docking panes can be resized, moved, undocked or hidden to fit specific needs





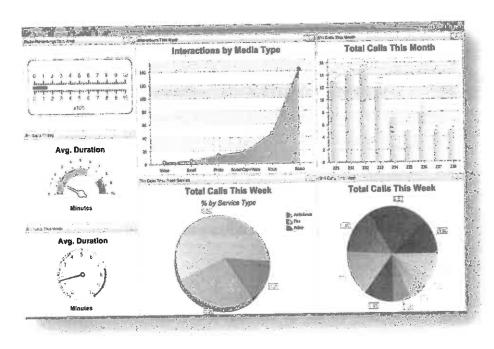
### Save to Stand-Alone CD

- Recorded incidents and playback software can be burned on portable CD
- Securely locks the recordings on the CD with permissions, flags and tags
- Playback from any PC, with appropriate permissions



#### **Dashboards**

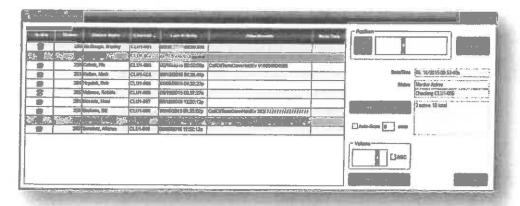
- Automatic, immediate, up-to-the-minute information
- Customizable gauges can monitor various user-defined KPIs on the system
- Interface is divided into several docking panes that each displays a Chart, Gauge or Grid
- Monitored data is refreshed at a user-defined interval so the data displayed is kept current
- Docking panes can be resized, moved around, hidden or dragged off to a separate window





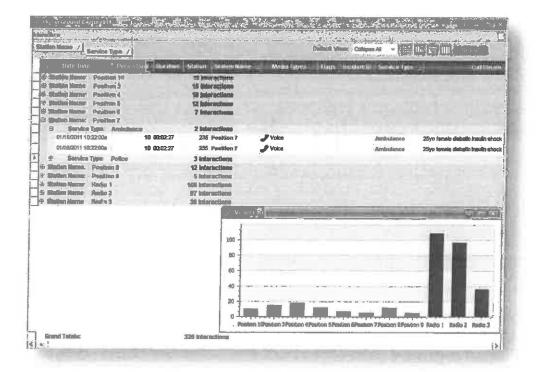
### **Real-Time Monitoring**

- Monitor from your desktop in real-time, providing the ability to switch between dispatchers
- Playback last and second-to-last call (up to the last ten minutes)



### Reporting

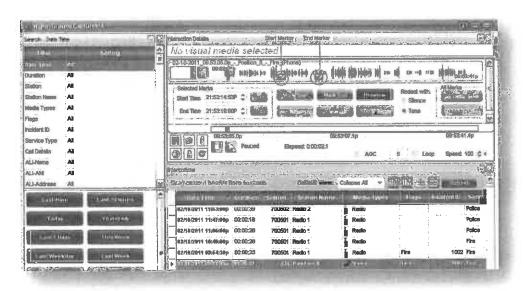
- Simple to build and store comprehensive reports
- Drag and drop columns for different views of reports
- Reports can be saved, printed, emailed, exported and/or scheduled to run
- Expand and collapse items to reveal another group or the interactions listed under a specific grouping
- Customizable charts: bar, pie, area, and 3D styles with rotation





#### Redaction

- Allows you to mark portions of a recording to be replaced with either a tone or silence when the recording is played back via the application, saved to CD or copied to a WAV file
- Useful for removing protected information before releasing a recording

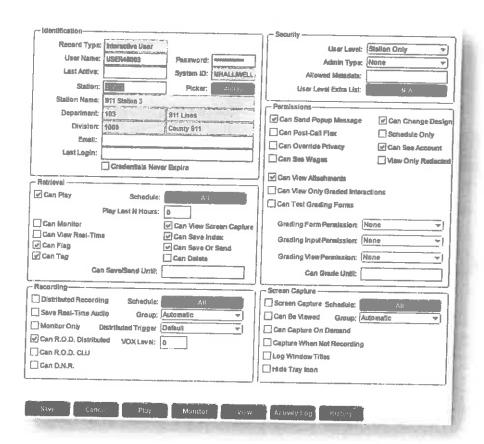




3.1.1.2 Contract Item #1- must be compatible with a Web based Configuration Manager software for complete system management with 8 licenses for PC Management. Must be compatible with CICSO SYSTEMS telephone interface. Shall have a PC Screen recording function software that has the ability to show the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

## 3.1.1.2 - Comply- The proposed solutions will include a web based configuration manager:

- Centralized management with robust security controls
- Administrative control to manage your system and manage recordings from designated workstations
- Control access to confidential information.
- Define user privileges: grant full or partial access to data for individuals, departments or specific groups (users only see the information you want them to see and are allowed to perform only those tasks for which they have permission)
- All call records, recordings and other information regarding a user are hidden and invisible without the appropriate permissions
- Audit usage: access a complete log of recording, retrieval and system activity



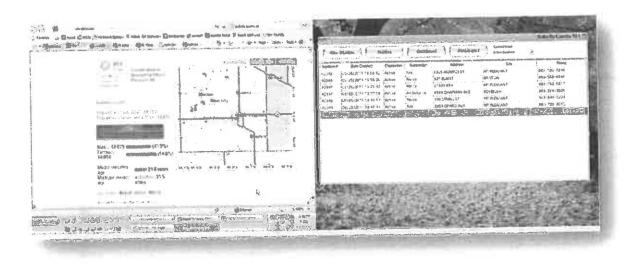


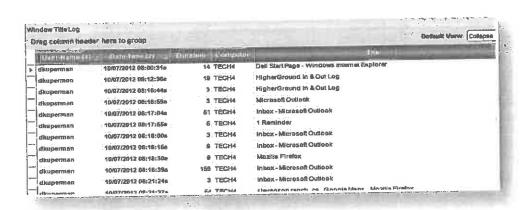
**3.1.1.2- Comply continued-** The proposed HigherGround solution is compatible with the Cisco systems telephone interface. The solution will provide a passive tap of port mirrored IP traffic from the recorded phones for recording. As a product development partner HigherGround tests the latest Cisco software in their labs to assure their certification.

The proposed HigherGround solution includes an applet that will be installed on the desktop for each PC station with screen recording. This will show all the dispatching data in real time whether recording or not using the real-time monitoring function.

### **Screen Capture**

- Synchronized playback of recorded voice and workstation screens
- Play both voice and screen recording in Real-Time Monitor
- Post call capture continues capturing screens for a designated number of seconds after a call has been completed
- Record multiple monitors per workstation
- Reports on each user's Windows activity







## REQUEST FOR QUOTATION Data Communications Recorder

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

3.1.2.1 Contract Item #2 - Professional Services

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.

#### 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.

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# REQUEST FOR QUOTATION Data Communications Recorder

#### 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:

Revised 10/27/2014



# REQUEST FOR QUOTATION Data Communications Recorder

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Patiture 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.

Revised 10/27/2014



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.

|   |           | ing the date of this certification; or, Bidder is a partnership, association or corporation re  | e for the reason checked:  ed continuously in West Virginia for four (4) years immediately preced- sident vendor and has maintained its headquarters or principal place of ears immediately preceding the date of this certification;  |
|---|-----------|---|--|
| - |           |   | on, or corporation with at least eighty percent of ownership interest  |
| ] |           | and which has maintained its headquarters or principle years immediately preceding the date of this certification.  |  |
|   | <b>2.</b> | Application is made for 2.5% vendor preference<br>Bidder is a resident vendor who certifies that, duri<br>working on the project being bid are residents of We<br>immediately preceding submission of this bid; or, | e for the reason checked:  ng the life of the contract, on average at least 75% of the employees st Virginia who have resided in the state continuously for the two years  |
|   | <u>3</u>  | has an affiliate or subsidiary which maintains its temploys a minimum of one hundred state resider completing the project which is the subject of the average at least severally-flive percent of the bidder.       | e for the reason checked: imum of one hundred state residents, or a nonresident vendor which leadquarters or principal place of business within West Virginia and lists, and for purposes of producing or distributing the commodities or bidder's bid and continuously over the entire term of the project, on 's employees or the bidder's affiliate's or subsidiary's employees are leastate continuously for the two immediately preceding years and the |
|   | 4.        | Application is made for 5% vendor preference<br>Bidder meets either the requirement of both subdiv  | for the reason checked:<br>isions (1) and (2) or subdivision (1) and (3) as stated above; or,  |
|   | 5.<br>✓   | Application is made for 3.5% vendor preference<br>Bidder is an individual resident vendor who is a veter<br>and has resided in West Virginia continuously fo<br>submitted; or,                                      | e who is a veteran for the reason checked:<br>an of the United States armed forces, the reserves or the National Guard<br>r the four years immediately preceding the date on which the bid is  |
|   | 6.        | purposes of producing or distributing the commodit<br>continuously over the entire term of the project, or<br>residents of West Virginia who have resided in the  | United States armed forces, the reserves or the National Guard, If, for<br>es or completing the project which is the subject of the vendor's bid and<br>average at least seventy-five percent of the vendor's employees are<br>state continuously for the two immediately preceding years.   |
|   | 7.        | dance with West Virginia Code §5A-3-59 and V<br>Bidder has been or expects to be approved prior to<br>and minority-owned business.  | contract award by the Purchasing Division as a certified small, women-   |
|   | require   | ments for such preference, the Secretary may order t  | s that a Bidder receiving preference has failed to continue to meet the<br>he Director of Purchasing to: (a) rescind the contract or purchase order;<br>of to exceed 5% of the bid amount and that such penalty will be paid to<br>se on the contract or purchase order.   |
|   | authorit  | zes the Decartment of Revenue to disclose to the Dire   | any reasonably requested information to the Purchasing Division and<br>ictor of Purchasing appropriate information verifying that Bidder has paid<br>in does not contain the amounts of taxes paid nor any other information   |
|   | and if    | hereby certifies that this certificate is true and anything contained within this certificate changuision in writing immediately.   | accurate in all respects; and that if a contract is issued to Bidder es during the term of the contract, Bidder will notify the Purchas-   |
|   | -         | Replay Systems  | Signed: 2  |
|   | Date      | 3-8-2017  | Title: Vice President of Sales   |
|   |           | V C C C C C C C C C C C C C C C C C C C   |  |



# 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. Vs. 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 compilance 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: Replay Systems, In  | C   |
| Authorized Signature:  | Date: 3 - 8 - 2017                        |
| State of Florida   |   |
| County of Browall to-wit:  |   |
| Taken, subscribed, and sworn to before me this had day of _  | March 2017.                               |
| My Commission expires  | _2012.                                    |
|  | TARY PUBLIC                               |
| ROBIN M. SOLDANO  Notary Public - State of Florida  All Comm. Expires May 27, 2017  Commission & EE 872448 | Purchasing Affidavit (Revised 08/01/2015) |



### **Section 3 - Price Proposal**



# **Price Proposal**



Presentation Date: 03/01/2017

05/30/2017 Valid Until Date:

Prepared By:

Prepared For: West Virginia DOT Traffic Management Center Company:

Replay Systems Company: Don Marek Contact:

**Dusty Smith** Contact: 1900 Kanawha Blvd. East Install Address:

Bldg. 5 Room 362

6555 NW 9th Ave, Ste 105 Address: Fort Lauderdale, FL 33309

Charleston, WV 25305

(800) 722-3472 Toll-Free:

Quote #: 001602

Rev: 03/06/2017 06:35 AM

Phone: 304 558 9398 Email: dusty.j.smith@wv.gov

Phone: +1 8054441525 don.marek@replaysystems.com

# OF POSITIONS: 0 # OF CHANNELS: 8

#### NOTES:

| Software |                            |   |            |             |
|----------|----------------------------|---|------------|-------------|
|          | Best Number                | Description   | List Price | Total Price |
| Quantity | Part Number                |   | \$158.00   | \$158.00    |
| 1        | HG-CISC-CUCM               | Cisco UCM License Fee   | \$210.00   | \$1,050.00  |
| 5        | HG-CLBR-SCAP               | Calibre Screen Capture Workstation License  | \$2,625.00 | \$2,625.00  |
| 1        | HG-CLBR-SWCR               | Calibre Core Software   |            | \$2,480.00  |
| B        | HG-CLBR-SWRL               | Calibre Channel Recording License   | \$310.00   | \$2,480.00  |
|          |                            |   | Subtotal:  | \$6,313.00  |
| Hardware |                            |   |            | Total Price |
| Quantity | Part Number                | Description   | List Price | Total Price |
| 1        | RPL-SVR-<br>4URM001-10-AIO | 4U Rack Mount - Ali in One: Intel Xeon Quad Core 2.5Ghz CPU, 16GB<br>Ram DDR3-12800, Hot swap 500GB 7200 RPM RAID 1 x 2. 3 PCI-E<br>Slots. Windows Server 2012 STND R2 64 Bit, Redundant 920w hot<br>swap power, 1 DVD/RAM multi-drive. 3 PCI Synway, 2 PCI | \$5,000.00 | \$5,000.00  |
| ĺ        |                            | AudioCodes.   |            |             |

| Services |                               |   |            |             |
|----------|-------------------------------|---|------------|-------------|
| Quantity | Part Number                   | Description   | List Price | Total Price |
| 1        | RPL-INSTALL-<br>ONSITE/REMOTE | Replay Systems onsite/remote installation services per day plus travel expenses, if applicable (1 Day Only) | \$1,800.00 | \$1,800.00  |
| 4        | RPL-TRAINING-                 | Replay Systems training services per hour plus travel expenses, if applicable (onsite or remote)            | \$195.00   | \$780.00    |
|          | HOUR                          | applicable (disite of femore)   | Subtotal:  | \$2,580.00  |

\$13,893.00 Subtotal (including additional services): \$0.00 \$1800.00 \$12093.0D Grand Total:

Page 1 of 3





Presentation Date: 03/01/2017

05/30/2017

Valid Until Date:

# **Price Proposal**



Quote #: 001602

|             |  | Rev: 03/06/2017 06:35 AM  |  |  |  |  |  |
|-------------|--|---|--|--|--|--|--|
| Rec         | \$4,405<br>\$6,608   | Prepaid Year 2-3 Assured Performance Plan (includes warranty plus 2 years of maintenance)  Prepaid Year 2-4 Assured Performance Plan (includes warranty plus 3 years of maintenance)  Prepaid Year 2-5 Assured Performance Plan (includes warranty plus 4 years of maintenance) |  |  |  |  |  |
| GOL<br>adde | D <b>SERVICE LE</b><br>d to total at                       | VEL: 24/7 phone support, parts, onsite M-F 8am-5pm service. Amount quoted for budgetary purposes. May be customer's discretion.   |  |  |  |  |  |
| ],          | I would not like to purchase an extended maintenance plan. |   |  |  |  |  |  |
|             |  |   |  |  |  |  |  |

Payment Terms: Net 30 upon delivery

Customer Signature:





# **Price Proposal**



Presentation Date: 03/01/2017

05/30/2017 Valid Until Date:

Quote #: 001602

Rev: 03/06/2017 06:35 AM

### The following assumptions were made in generating your installation & configuration pricing:

- Customer is responsible for all data network infrastructure not purchased from Replay Including switches, hubs, bridges, routers, external caching devices and cabling.
- Customer is to provide prior to installation:
  - a. An accurate and complete document containing channel and/or position mappings for channel name, extension number, agent login, channel type (phone or radio), workstation IP address, computer name, and operating system. For VOIP systems: Complete list of all IP addresses and MAC addresses of all devices to be recorded. Setup of the SPAN port and any configuration to VolP call manager is also responsibility of
  - b. LAN/WAN that supports TCP/IP protocol with static IP addresses for each recording appliance and server.
  - c. Sufficient space for the units and/or cabinets as well as sufficient entryway clearance for all system components. Temperatures are not to exceed 75 degrees in equipment room.
  - d. Sufficient power to the purchased recording system (including cabling and outlets) and UPS unless ordered with the system. Systems with two power supplies should be on two separate circuits.
  - e. A demarcation point, to include all required PBX, Radio and Network signals and associated hardware, to an easily accessible point within 15 feet of system. The Customer will clearly identify all cables with information indicating signal source and/or network connection and confirm they are fully operational.
  - f. A person to act as Project Manager to assist with the implementation and acceptance of the system above. Also must have administrator login credentials to load applications on desktops and to add recorder to domain, if required.
  - Customer agrees to allow remote system access via customer provided VPN, or our remote access software application for remote system
  - h. Any and all servers and workstations required but not ordered above.
- i. Sufficient facilities to conduct all required training. Replay is NOT responsible for any aspect of Union or other labor negotiations, procurement, contracting, use or payment.
- Hours for implementation (and training) will be 8:00AM 5:00PM Local Time Monday through Friday, excluding Replay and Customer holidays.
- Unless otherwise noted above, standard installation covers the loading of workstation software on up to 4 customer supplied PCs. Additional PC installs will be completed under Time and Materials charges, minimum \$150 per PC, unless agreed upon prior to installation.
- Additional system's components if required, such as Beep tone generators, D to A converters, etc. will be invoiced separately.
- With regard to Digital phone systems, it is assumed that all phones are two wire unless otherwise specified. Four wire phones will require double channel count for recording and purchase of additional hardware and licenses.
- Caller iD is only captured if available from the customer's phone system, as connected.
- Replay resolves to work toward giving your Equipment availability approaching 100%. To do this, Replay will require remote access to the recorder, but always with prior knowledge, approval, and cooperation of Purchaser. If remote access is not permitted additional charges for warranty service will apply.
- 10. Unless otherwise agreed between both parties, warranty begins upon determination that all system channels are successfully recording and can be accessed through the recorder server or a network-connected workstation.
- The system warranty will begin 10 days after delivery, unless otherwise agreed to by both parties.
- Should installation be delayed more than 30 days at the customer's request, customer agrees to pay Replay the full amount of the invoice net 10
- 13. Replay Systems sign off sheet reflects physical installation, network connectivity and recording of channels. Any additional configuration changes or additions outside the original SOW should not delay installation, acceptance.

Page 3 of 3



#### Section 4 - Service

Replay Systems has built a reputation for excellent service. In fact, "Our mission is to continually improve and grow as a company while remaining the most reliable and trustworthy distributor of voice logging systems in the United States. We will do this by always providing our customers with the very best technologies and services for the replay of voice and video critical to their business."

Currently, we support hundreds of recorders in more than ten states. We offer a one year Warranty that provides for all parts, 24 X 7 telephone support, 24 X 7 on-site support in the event of a critical system failure where one or more lines are not being recorded, all other non-critical repairs or services would be performed during the standard coverage period of Monday-Friday 8am — 5pm. Additional training on system features as needed.

### Replay Systems' Dispatch/Service Procedure

When service or assistance is required for either on-site or remote support (via modern or VPN connectivity) simply call Replay Systems' single contact number for service; 1-800-722-3472. If you call during normal working hours (8AM - 5PM-Eastern Standard Time) Monday thru Friday this number will connect you to a Replay Systems' service coordinator in our Fort Lauderdale Headquarters. The service coordinator will immediately enter the call into our automated service system and the call will be transferred immediately to a support technician for assistance and resolution. If the problem indicates that on-site service is required the coordinator will contact the local service technician who should respond to your call within 15 minutes.

All service personnel carry smartphone cellular/emall devices to allow for fast and efficient communications. All of Replay technicians have completed and passed the Criminal Justice Information System CJIS Security and Awareness Test and completed full FBI background checks. All service technicians are supported by the staff and resources of our corporate headquarters as well as by the resources and personnel of our manufacturers. When service calls are placed after hours our answering service will answer and log all calls, once logged they then contact the technician on-call who will then contact you directly to determine problem resolution. All after hour calls are recorded and reviewed at the start of the next business day to ensure quality of service, problem resolution and follow-up.

Due to the critical nature of our customer's recording environments Replay Systems does not use Voice Mail in our service area requiring all calls to be answered by a person that can act on the information immediately. Replay Systems prides itself on its reputation for service. We understand that our clients require service which is responsive and they should be satisfied with the experience. If you are ever unhappy with your service, please contact an executive member of our management team:

Scott Hurley, President

Office: 1-800-722-3472

Email: scott.hurley@replaysystems.com

Eddie Guererri, VP of Customer Support

Office: 1-800-722-3472 Cell: 754-264-9649

Email: eddie.quererri@replaysystems.com



#### **Service Call Procedures**

Any problems with your recording equipment should be reported immediately to Replay Systems.

All calls should be placed at this number: 1-800-722-3472

#### **Working Hours Procedure**

During normal working hours (8AM - 5PM-Eastern Standard Time) Monday thru Friday you should be connected directly to the Replay Systems service coordinator. Any problems should be responded to within 15 minutes by the Replay Systems service staff. Should Replay Systems elect to send a service technician on-site to perform tests or repairs, the service coordinator will notify you when to expect the on-site technician. If you have a system down condition the service coordinator will connect you to the assigned support technician.

#### **After Hours Procedure**

- After 5:00pm until 8:00am Monday thru Friday
- Weekends and Holidays

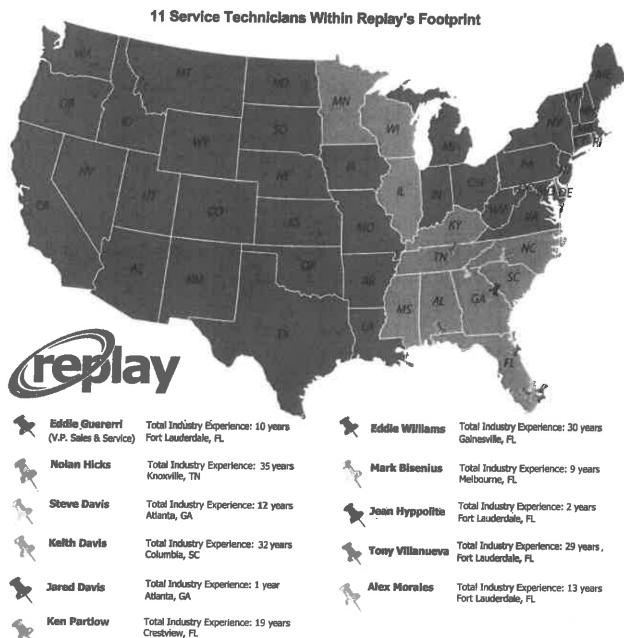
\*\*All Calls should still be placed to 800-722-3472

During this time calls are answered by an after-hours service which is responsible for immediately notifying the Replay Systems on-call technicians. This usually means that a technician will return your call within 15 minutes. It is important that you leave your name and number with the operator.

If, at any time, you are dissatisfied with the handling of service on this system please notify:

Eddie Guererri Vice President of Customer Support Replay Systems 800-722-3472





Headquarters: 6555 NW 9th Ave Suite 105, Fort Lauderdale, FL 33309



### **Section 5 – Warranty**

#### Warranty

We offer a 1 year Warranty on the our systems which provides for all parts, 24 X 7 telephone support, and on-site support Monday-Friday 8:00am-5:00pm. Replay also offers a 24 x 7 on-site at an additional cost.



# Section 6 - Training

As part of Replay Systems' comprehensive implementation program we will train all users in system operation and use of the appropriate software applications.

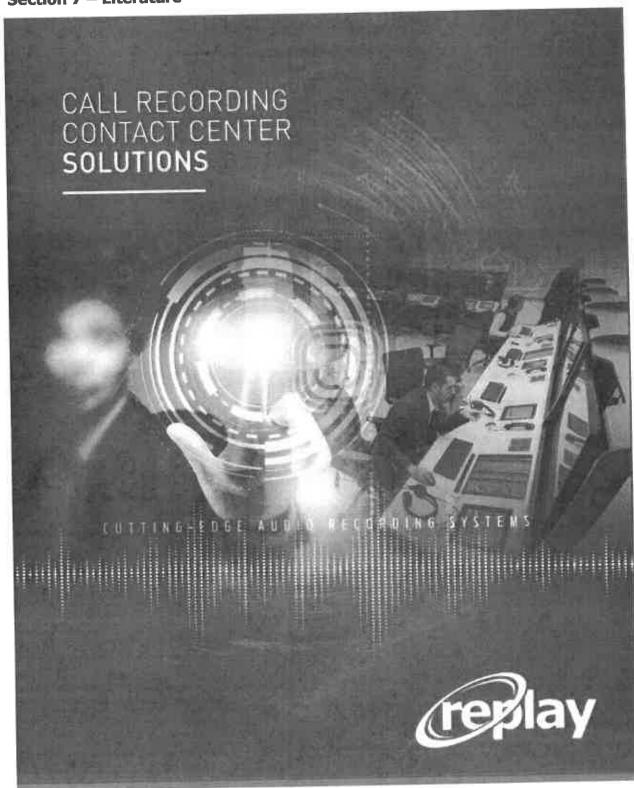
We will start by training those designated as System Administrators. In this way we can establish users' profiles and rights. Once completed, we then begin training the Supervisory staff. Supervisors will be trained on the most popular applications like Scenario Reconstruction, creating copies of recordings, live monitoring, etc. The last group to be trained will be call takers/dispatchers who are instructed on the instant recall applications available at their console position.

In addition, Replay Systems offers Webex training tailor-made for your Center. This is ideal for new employees who come onboard or for old employees who need a refresher. The training seminar will be tailored to answer your employees' specific questions and provide for their specific needs. Moreover, the training is done via Webex, so scheduling is not an issue as employees can tune in via the Internet! Webex training can also be helpful when introducing new and/or updated software applications in the future.

If you require additional hands-on training, it can be made available. Please contact your sales person for more detailed information.



### Section 7 - Literature





#### **ABOUT US**

Since 1996, Replay Systems has been supplying cutting-edge audio recording systems to enhance customer contact and public safety centers. Replay has built its reputation by providing outstanding direct service, professional knowledgeable sales and project management. Our ability to offer custom recording solutions from top manufacturers, along with excellent service and support is what separates us from the competition.

# Voice, Screen Recording, and Data Capture Solutions to Industries including:

- 911 Public Safety Organizations
- Financial Institutions
- : Health Care
- · Corporate & Government Security
- Customer Contact Centers
- Utilities/Transportation Customer Service and Operations

#### Why Record

- · Compliance, Regulatory Mandates and Liability Protection
- Maximum Security and Data Protection
- Improved Quality Management and Assurance
- 11 Property Evaluate and Train Call Takers
- Increased Efficiency, Performance, and Retention



# Expect extraordinary customer service!

Our Technical Support Department laseds the way to emisure an exceptional ongoing customer experience. When you need here during business hours, your call is answered by a real person ready to assist you. Your call is logged in our system and immediately transferred to one of our factory trained technicians. We also offer 24X7X365 support options, so you can be sure you and your organization have the peace of mind you deserve.

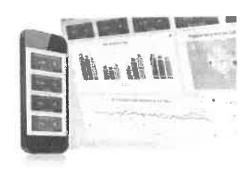
Under our comprehense support plans. Replay Systems provides you with preventable maintenance whenever a technican it at your with to ensure the proper working condition of your equipment at all times. The preventative maintenance services your technician will perform include activities such as inventory software inspect & transfer I/O connections, verify proper labeling of cables, inspect and clean cooling fairs, filters, and peripherals, as well as inspect arithms drive heads and NAS devices.







Minimize liability risk and radically improve customer experience with the most effective and affordable call center recording, call center QA and workforce optimization solutions. Today's contact centers must be equipped to complement customer self-help channels with swift and accurate personalized assistance to earn and maintain customer loyalty. Our solutions will equip you with powerful Contact Center Recording that deliver actionable insights and tools for effective Quality Assurance and real-time business intelligence. All products are PCI and HIPPA compliant.



#### Next Generation 9-1-1

As leaders in this industry, our technology partners are working with NENA to develop the standards of the Next Generation 911 (NG911) Public Safety Center Solutions. Our public safety recording systems are NG911 compliant and can capably manage the communication challenges of very complex emergencies with VoIP, chair, text, and live video feed from any internet-based device.

#### Replay Managed Services

Replay Managed Services (RMS) was made specifically for customers interested in improving Quality Assurance, saving time and money turning around public records requests, or helping to design the most cost effective methods to take on these critical needs yourself. Replay will help provide the best technologies and practices to effectively run your 91) Communications Center.

We offer the following services:

- Replay QA
- Replay Audio on Demand
- Replay Consult

www.replaysystems.com | Toll Free: 1.800.722.3472



### FROM THE CEO

For over 20 years Replay Systems has sold and serviced call recording systems. Our customer base has steadily grown along with our excellent reputation for providing the most innovative and affordable solutions for call centers. Our partner solutions capture customer interactions with the best applications to then QA and analyze call data and ultimately improve and protect your business.

We employ an elite team of experienced professionals who are all factory trained and available 24x7x365 for our customers.

Our management team will always be immediately responsive and empowered to act in the best interest of our customers both large and small. Over the last 20 years Replay has installed over 1,500 systems and we still service the majority of our original customers. If you would like to try us out we are so confident in our ability to provide your company with the best call recording and business analytics solution, we will be pleased to provide a "test system" for a no obligation trial. You'll be glad you did!

## **OUR TECHNOLOGY PARTNERS**







6555 NW 9th Avenue. Suite 105 Fort Lauderdale, FL 33309

> Toll Free: 1.800.722.3472





# Don't Have Enough Time or Manpower for All These Things?

# Let Us Do The Work!

# Replay Managed Services

Replay Systems introduces Replay Managed Services (RMS) for customers interested in improving Quality Assurance, saving time and money turning around public records requests, or helping to design the most cost effective methods to take on these crtitical needs yourself.

We now offer the following services:



Replay QA

Replay handles all or a part of your QA evaluations with evaluators that are current QA evaluators with IAED EMD-Q certifications, trainers, supervisors or managers at their own PSAP. All the evaluations are done remotely and stay on the VPI server. Monthly reports are sent to designated managers of all completed evaluations. Evaluations remain on your server with the attached audio file.



Replay Audio on Demand

Replay's team of CIIS certified agents will help manage and pull recordings for Public Information requests, internal reviews, incident management, or any other reason a 911 call or radio transmission is needed. All work is done remotely on your server. Calls are placed in a password protected folder on the VPI server and can be sent to any other destination required. The audio, call data and any notes can be part of the request.



**Replay Consult** 

Replay's QA team will come on site and help design and execute a QA program tailored to your needs and standards. This is a custom designed program which could be managed and controlled by your team. Replay Consult can be billed hourly or a flat rate. Let Replay Consult show you how to implement best practices for QA to improve training and customer retention.

Contact Us Today
1.800.722.3472
www.replaysystems.com







"Making Quality Our Priority"

# Importance of QA

Quality Assurance ensures that proper protocol and procedures are being adhered to within an organization. With QA, organizations have the ability to measure the "soft skills" of their employees to assess qualities such as telephone etiquette, vocal tone and inflection, rate of speech and overall communication skills. You also have the ability to assess training and coaching efforts to determine which methods are most effective.

"Our overall goal for Replay QA is to improve the performance of public safety organizations as a whole."

- Scott Hurley, President & CEO

# Feedback from Replay Customers:

"We want to do QA, but we don't know how to get started."

"We are just so short handed that we can't do the QAs we want to."

"We only do QAs on EMD calls. We really don't have time to evaluate law enforcement or fire rescue calls."

EVALUATE. COACH. IMPROVE.



# Make Quality Your Priority with Replay QA

#### **Benefits**

#### **Cost Effective**

Replay QA can save your agencies significant time and money, allowing your staff to focus on operational priorities and needs.

#### **Objective**

Reviewers or the QA system can be set-up to randomly select calls. This allows for un-blased evaluations, which eliminates conflict and emotion, and the potential criticism of "you only evaluate my bad calls."

#### Time Management

Replay's network of experienced public safety evaluators provide faster turnaround of QA evaluations allowing for more timely and relevant feedback.

#### Compliance Standards

Replay QA will help you meet compliance standards with the State Plan, and / or with accreditation efforts.

#### **Meet Industry Standards**

- ASTM International
- CALEA
- National Center for Missing and Exploited Children (NCMEC)
- State of Florida, E911 Plan, Section 5.5.2

#### **Automated Process**

All of your evaluations will be stored electronically along with the audio recording for the call. Coaching is pushed out to call takers electronically on a real-time basis, allowing for greater efficiency.

### In-House Program versus Replay QA

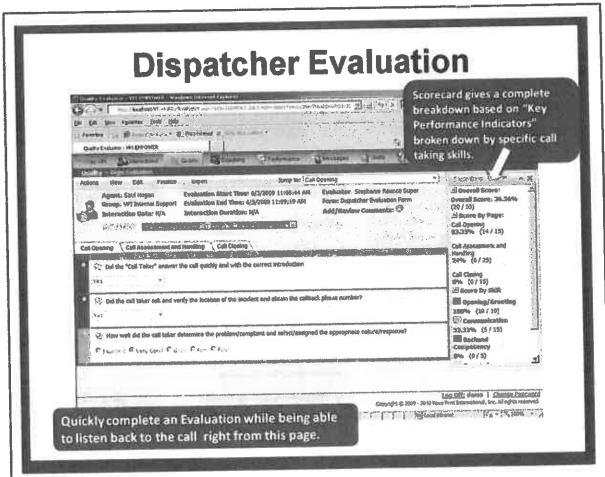
Public safety agencies are spending on average \$30-\$40 per evaluation, based on an average call volume of 250 calls per month, which can cost agencies over \$100,000 a year to QA their 9-1-1 call takers.

Outsourcing your QA requirements to Replay QA can save your agency between 30%-50% per year compared to in-house evaluations. Replay QA can provide a complete QA program for your agency or supplement your own QA program to assist you in meeting industry standards.

6555 NW 9th Avenue, Fort Lauderdale, FL 33309 800.722.3472 www.replaysystems.com replay@replaysystems.com







# State of Florida, E911 Plan, Section 5.5.2

"The county 911 coordinator and PSAP manager should develop an E911 call taking Quality Assurance Program to improve the call taker's performance and call answering processes that are based on their agency's SOPs and the NENA and the APCO call taking standards. Random samples of each call taker 911 calls should be reviewed on a monthly basis to assure all calls meet the agency requirements. All special incidents involving life threatening calls, catastrophic loss or major incidents should be included in the review process.

The quality assurance review process should concentrate on the evaluation of the individual call taking performance; however, the entire emergency communications process should also be evaluated for improvements.

All call taking personnel should be evaluated and provided with timely feedback according to consistent agency standards. The reviews should identify personnel that require remedial or supplemental training and any SOP which requires process modifications."

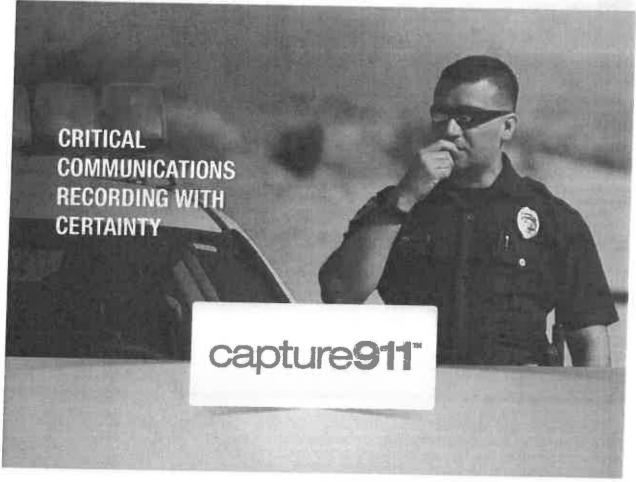
6555 NW 9th Avenue, Fort Lauderdale, FL 33309 800.722.3472 www.replaysystems.com replay@replaysystems.com







# Higher Ground'























Phone

Email

Chat

Radio

S

SMS

GIS

Mobile

Video

Photo



# THE HIGHERGROUND DIFFERENCE

HigherGround, Inc. provides reliable recording for critical communications in Public Safety Answering Point (PSAP) operations, emergency dispatch facilities and 9-1-1 centers. Our multi-channel recording and incident reconstruction solutions transform data into actionable intelligence, enabling decisions with certainty to optimize operations, enhance operator performance and reduce costs. HigherGround — a proven industry standard — is the OEM recording product of choice for several major companies, and has been deployed in more than 1000 PSAP operations in the past decade.

#### HigherGround Delivers:

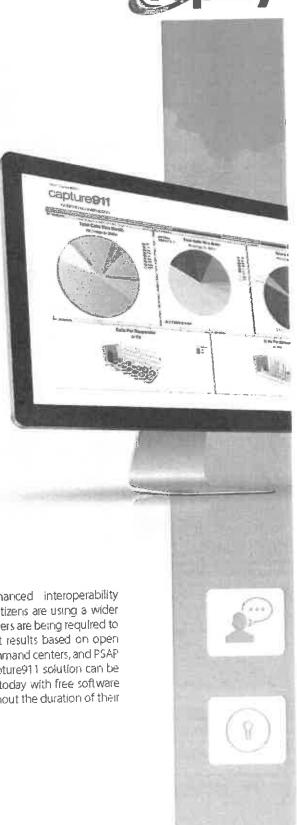
- Customized solutions to meet specific needs and requirements
- High-quality recording that supports contact analytics accuracy
- Certifications and seamless integrations with all key technologies
- Fully upgradable solutions that scale with your system
- True open architecture with non-proprietary hardware
- Quick and professional response from certified technicians
- Secure multi-layer algorithms and encrypted data between client and server

#### Are You Next Generation 9-1-1 (NG9-1-1) Ready?

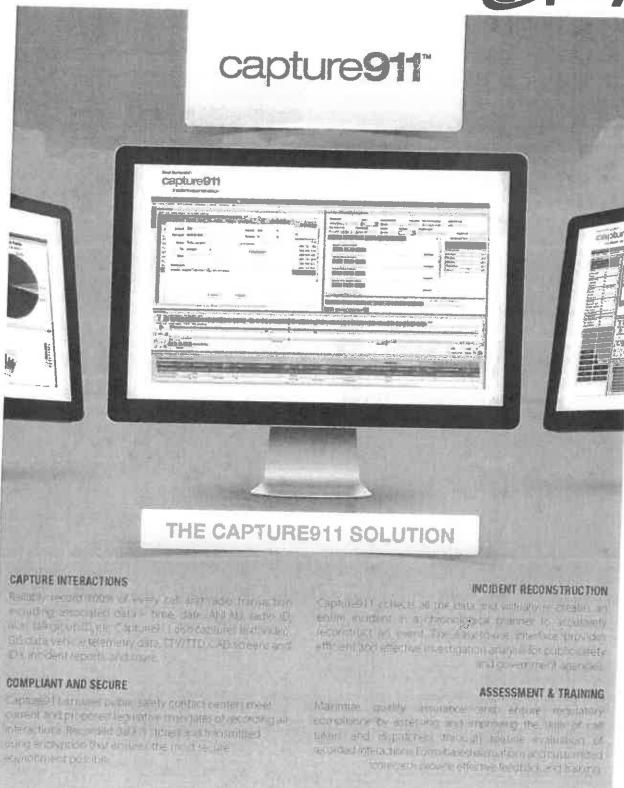
Public safety operations are challenged with enhanced interoperability expectations and expanded protocols on the horizon. Citizens are using a wider range of communication devices and emergency responders are being required to manage agency communications share data, and report results based on open standards. Emergency dispatch facilities, 9-1-1 mobile command centers, and PSAP organizations using HigherGround's Next Generation Capture911 solution can be assured they will be ready for tornorrow's requirements today with free software updates and the ability to upgrade basic systems throughout the duration of their maintenance contracts.



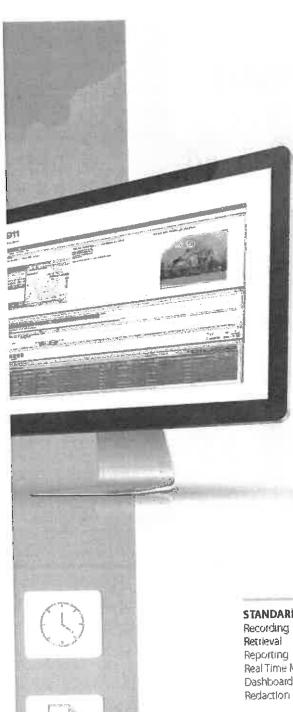












## CRITICAL COMMUNICATIONS RECORDING WITH CERTAINTY

HigherGround's Next Generation Capture 911 is a cost-effective, reliable, multi-channel recording and incident reconstruction solution for critical communications in Public Safety Our solutions integrate data from multiple sources into a single, synchronized and holistic view.

#### Capture 911:

- Capture interactions from any device: telephone, radio, email, chat, video, SMS, GIS, mobile phone
- Intuitive, easy-to-learn and easy-to-use interface
- Seamless integration with major console, radio and telecom systems
- Exceeds anticipated NENA and APCO NG9-1-1 standards
- Record interactions and associated metadata available for immediate playback
- Synchronize data from every channel to create chronological incident reconstruction
- Proactive monitoring and notification ensures 24/7 system up time
- Effective operator assessment and training

# CAPTURE 911 TOTAL SOLUTION

#### STANDARD FEATURES

Real Time Monitor Dashboards

#### INTEGRATIONS

Web Integration Email Recording Flex Seating **SMDR** 

#### **FEATURE OPTIONS**

Dispatcher Evaluation KPI Monitoring Dashboards Screen Capture Mobile Recording CAD Integrations Speech Analytics Survey

Powerful, Easy-to-Use and Flexible



# SECURE & FEATURE-RICH

Recording and incident reconstruction solution for the emergency services industry.

#### DATA INTEGRATION

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#### SERVICE RELIABILITY

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#### ROBUST SECURITY

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#### REPLICATION SOFTWARE

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#### UNLIMITED PLAYBACK

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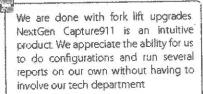
# see what others are saying ABOUT HIGHERGROUND



HigherGround is very knowledgeable and was dedicated to customizing a solution that met our needs. They spent significant time investing in a custom integration designed specifically to improve Whitcom processes. As long as they continue to exceed our expectations and provide this level of service and commitment, Whitcom will be a happy customer for many, many years.

Patti Kelli, Director - Whitcom Communications Center We did not lose one single recording even with the increased volume we experienced. During the I-35W bridge collapse, the 9-1-1 center used HigherGround's Capture911 digital voice recording solution to record each of the incoming telephone calls as well as the radios.

Tom Donohoe, Assistant Director of Emergency Communications Minneapolis 911



Cindy Barbera - Breele, Executive Director Northwest Central Dispatch System I have been an advocate of HigherGround's Capture911 voice recorder for several years, and was excited to start using the evaluation solution. Capture911 has provided our agency with a tremendous supervisory, training and employee evaluation tool. In fact, I never imagined all the benefits a good quality assurance program would have on our 9-1-1 center.

Ralph Ladnier, District Manager East Baton Rouge 911



# Higher Ground'



- 21201 Victory Boulevard Suite 105 Canoga Park, CA 91303
- **₽** 818.456 1600
- **₽** 800.576 4225
- nigherground.com







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### **Section 8 – Insurance**

| -        | CORD CERT  |                     |             | TE   |  |                                | _  | DATIEOMMERTYYYY                        |
|----------|--|---------------------|-------------|--|--|--------------------------------|--|--|
| _        |  |                     |             | TE OF LIAB   |  |                                |  | 3/3/2017                               |
| L        | THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA SELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCE   | BURAN<br>R, AND     | ICE<br>THI  | r Negatively Amend,<br>Does not constitut<br>E certificate Holdi | EXTEND OR ALT<br>E A CONTRACT &<br>ER. | ER THE COVER/<br>ETWEEN THE IS | age afforded by th<br>Isuing insurer(8), Ai  | E POLICIES<br>UTHORIZED                |
|          | IMPORTANT: If the certificate holde<br>If SUBROGATION IS WAIVED, subject that the confer rights to   | OF BO 10            | NA THE      | rme and creditions of 4  | he policy, certain<br>h endorsementis) | H-2                            | LiNSURED provisions<br>juice an endorsement. | or be endorsed.<br>A statement on this |
| -1"      |  |                     |             |  | CONTACT<br>NAME:                       |                                |  |  |
|          | ROWN & BROWN OF FLORI  |                     |             |  | MC No Fig. (R66                        | 5) 467-8730                    | FAX<br>(AVC, No); (8                         | 77) 538-8526                           |
| 12       | 24205 P: (866) 467-873   | 30 F                | : (8        | 877) 53 <b>8-8526</b>  | B-ACAL<br>ADDRESS                      |                                |  |  |
| 1-       | D BOX 29611  |                     |             |  | RE                                     | SUMERSE) AFFORDING CO          | VERAGE                                       | NAICH                                  |
| _        | HARLOTTE NC 28229  |                     |             |  | mounera: Hartfo                        | rd Casualty I                  | ns Co  | 29424                                  |
| 1        | oven and the second  |                     |             |  | INSURER 8:                             |                                |  |  |
| 151      | PLAY SYSTEMS, INC.   |                     |             |  | INSURER C:                             |                                |  |  |
|          | 555 POWERLINE RD STE   | 200                 |             |  | RISURER D:                             |                                |  |  |
|          |  |                     |             |  | MEURER E:                              |                                |  |  |
|          | ORT LAUDERDALE FL 333  |                     |             |  | MSURER F;                              |                                |  |  |
| _        | HIS IS TO CERTIFY THAT THE POUC  |                     |             | TE NUMBER:   | TALLE DESIGNATION                      | REVI                           | SION NUMBER:                                 |  |
| 1 6      | ERTIFICATE MAY BE ISSUED OR N<br>ERMS, EXCLUSIONS AND CONDITIONS O   | AY PE               | RTA         | IN, THE INSURANCE A<br>LICIES. LIMITS SHOWN MA                   | N OF ANY CONTR                         | ACT OR OTHER                   | DOCUMENT WITH RESPE                          | OFF TO MALIEN OUR TOUR                 |
| LIR      | TIPE OF INSURANCE  | - Sental.<br>Senten | EVAA<br>HTD | POLICY NUMBER  | POVACY KPS' (MSCPANTTY)                | AGUNTER CHARGE                 | In   | Iti                                    |
|          | COMMERCIAL GENERAL LIABILITY   |                     |             |  |  |                                | EACH OCCURRENCE                              | 1,000,000                              |
|          | CLAIMS-MADE X OCCUR  |                     |             | l  |  | 1                              | DAMAGE TO RENTED<br>PREMISES (Es occurrence) | 300,000                                |
| λ        | X General Liab   | Х                   |             | 21 SBM UF5816  | 12/01/2016                             | 12/01/2017                     | MED EXP (Any one person)                     | 10,000                                 |
|          |  |                     |             |  |  |                                | PERSONAL & ADVINUARY                         | 1,000,000                              |
|          | GENTL AGGREGATE LIMIT APPLIES PER:   | 1 1                 |             |  |  | ł                              | GENERAL AGGREGATE                            | \$2,000,000                            |
|          | JECT L   |                     |             |  | }                                      | ļ                              | PRODUCTS - COMPIOP AGG                       | 2,000,000                              |
|          | OTHER;   | $\vdash$            | _           |  |  |                                |  | 3                                      |
|          | AUTOMOBILE LIABILITY   |                     |             |  |  |                                | COMBINED SINGLE LIMIT<br>(En resident)       | 1,000,000                              |
| А        | ANY AUTO OWNED SCHEDULED   |                     | 4           |  |  |                                | BOORLY INJURY (Per person)                   | 9                                      |
| -        | X HIRED V NON-OWNED  | $\vdash$            | -1          | 21 SBM UF5816  | 12/01/2016                             | 12/01/2017                     | BODILY INJURY (Per accident)                 | 3                                      |
|          | AUTOS ONLY AUTOS ONLY  |                     |             |  |  |                                | PROPERTY DAMAGE<br>(Per eccident)            | 3                                      |
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| А        |  | $\mapsto$           |             |  |  |                                | EACH OCCURRENCE                              | 5,000,000                              |
|          |  | ₩.                  | -           | 21 SBM UF5816  | 12/01/2016                             | 12/01/2017                     | AGGREGATE                                    | 5,000,000                              |
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|          | AND KNOWLEYING LAARLITY  NY PROPRIETORPARTNER/EXECUTIVE YIN  |                     |             |  |  |                                | PER OTH-<br>STATUTE ER                       |  |
| - 10     | OFFICER/MEMBER EXCLUDED?   | NVA -               |             |  |  |                                | EL EACH ACCIDENT                             |  |
| - 1      | ff yes describe under  | <u> </u>            | $\dashv$    |  |  |                                | E.L. DISEASE- EA EMPLOYEE                    |  |
| $\dashv$ | DESCRIPTION OF OPERATIONS below  |                     | +           |  |  |                                | EL DISEASE - POLICY LIMIT                    | Ľ                                      |
|          |  |                     | 7           |  |  | 1                              |  |  |
| EICH     | PTION OF OFENATIONS / LOCATIONS / VIEHICLES  | ACCOUNT 1           | 41 44       | Millional Statement of Salvadora                                 |  |                                |  |  |
| 'nο      | se usual to the Insur  | od!                 | . ^         |  |  | - required                     |  | -                                      |
| ns       | ared per the Business  | Lia                 | bi          | lity Coverage  | Form SS 00                             | 08 attac                       | an additional                                | 1                                      |
| 001      | icy.   |                     |             | -  |  |                                |  | 1                                      |
|          |  |                     |             |  |  |                                |  |  |
| ERT      | IFICATE HOLDER   | -                   | _           |  | CANCELLATION                           |                                |  |  |
|          | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED  |                     |             |  |  |                                |  |  |
| TA'      | TATE OF WEST VIRGINIA BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE   |                     |             |  |  |                                |  |  |
|          | IVISION OF HIGHWAYS  DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  ANTHORIZED REPRESENTATIVE  |                     |             |  |  |                                |  |  |
| 190      | KANAWHA BLVD E RM 5  | RM                  | 92          |  |  |                                |  |  |
| HAI      | RLESTON, WV 25305  |                     |             | ·  | 1 ans                                  | Taill                          | -  |  |
|          |  |                     | _           |  | <b>Ø</b> 1                             | 988-2015 ACOS                  | D CORPORATION AL                             | I Habin managed                        |

ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)

| CERTIFICATE C  | OF LIABIL                          | _ITY INSU  | RANCE                              | 1   | 3/3/2017                 |  |  |
|--|------------------------------------|--|------------------------------------|---|--------------------------|--|--|
| THIS CERTIFICATEIS ISSUED AS A MATTER OF INFOR<br>CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGAT<br>BELOW. THIS CERTIFICATE OF INSURANCE DOES NO  | IVELY AMEND, EX<br>OT CONSTITUTE A | KTEND OR ALTER<br>A CONTRACT BET                       | THE COVERAGE                       | AFFORDED BY THE P                                 | OLICIES                  |  |  |
| REPRESENTATIVE OR PRODUCER, AND THE CERTI IMPORTANT: If the certificate holder is an ADDITIONAL  | . INSURED, the po                  | olicy(les) must hav                                    | ADDITIONAL IN                      | ISURED provisions or                              | be endorsed.             |  |  |
| If SUBROGATION IS WAIVED, subject to the terms and certificate does not confer rights to the certificate hold  | conditions of the                  | policy, certain pol                                    | icles may requir                   | an endorsement. As                                | statement on this        |  |  |
| certificate does not conter rights to the certificate note<br>PRODUCER   |                                    | CONTACT  |                                    | <u> </u>  |                          |  |  |
| BROWN & BROWN OF FLORIDA INC/PHS   | [6                                 |  | 467-8730                           | (A/C, No): (87°                                   | 7) 538-8526              |  |  |
| 224205 P: (866) 467-8730 F: (877)  | 538-8526                           | E-MAR.<br>ADDRESS:                                     |                                    |   |                          |  |  |
| PO BOX 29611   | [                                  | NSUR   | ER(S) APPORDING COVER              | AGE   | NACH                     |  |  |
| CHARLOTTE NC 28229   |                                    | INSURERA: Hartford                                     | Casualty Ins                       | Co  | 29424                    |  |  |
| MICHED   |                                    | INSURER B:   |                                    |   |                          |  |  |
| DEDI AV GVOTENO INC  | 1                                  | MISURER D:   |                                    |   |                          |  |  |
| REPLAY SYSTEMS, INC.<br>6555 POWERLINE RD STE 105  | -                                  | NSURER E:  |                                    |   |                          |  |  |
| FORT LAUDERDALE FL 33309   | -                                  | MISURER F:   |                                    |   |                          |  |  |
| COVERAGES CERTIFICATE NUN  | ABER:                              |  |                                    | ON NUMBER:  |                          |  |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE MIDICATED. NOTWITHISTANDING ANY REQUIREMENT, TE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. | (RM OR CONDITIO)<br>FINSISRANCE A  | N OF ANY CONTRA<br>FFORDED BY THE<br>Y HAVE BEEN REDUC | POLICIES DESCR<br>ED BY PAID CLAIM | RIBED HEREIN 18 6UB.                              | JECT TO ALL THE          |  |  |
| USE TYPE OF INSTRANCE ADDI. SUBR.  | POLICY NUMBER                      | POLICY EFF<br>(MM/DB/YYYY)                             | POLICY EXP<br>ACM/DD/TYTH          | LMI   |                          |  |  |
| COMMERCIAL GENERAL LIABILITY   |                                    |  |                                    | DAMAGE TO RENTED                                  | \$1,000,000<br>\$300,000 |  |  |
| CLAIMS-MADE X OCCUR  | 4 0701 7775 01 6                   | 10 (02 (001)   | 12/01/2017                         | PREMISES (En occurrence) MED EXP (Any one person) | 10,000                   |  |  |
| A X General Liab X 2   | 1 SBM UF5016                       | 12/01/2016   | 12/01/201                          | PERSONAL & ADVINJURY                              | 1,000,000                |  |  |
|  |                                    |  |                                    | GEHERAL AGGREGATE                                 | *2,000,000               |  |  |
| GEWL AGGREGATE LIMIT APPLIES PER: POLICY PRO- X LOC OTHER:   |                                    |  |                                    | PRODUCTS - COMP/OP AGG                            | 2,000,000                |  |  |
| AUTOMORILE LIABILITY   |                                    |  |                                    | COMBINED SINGLE LIMIT<br>(Ex accident)            | \$1,000,000              |  |  |
| T ANY AUTO   |                                    |  |                                    | BODILY INJURY (Per person)                        | 3                        |  |  |
|  | 1 SBM UF5816                       | 12/01/2016   | 12/01/2017                         | SODILY INJURY (Per accident)                      | \$                       |  |  |
| X HIRED X NON-OWNED AUTOS ONLY   |                                    |  |                                    | PROPERTY DAMAGE<br>(Per moddlent)                 | 3                        |  |  |
|  |                                    |  |                                    |   | 3                        |  |  |
| X UNBRELLA LIAB X OCCUR  |                                    |  |                                    | EACH OCCURRENCE                                   | \$5,000,000              |  |  |
|  | 1 SBM UF5816                       | 12/01/2016   | 12/01/2017                         | AGGREGATE   | \$5,000,000              |  |  |
| DEG X RETENTIONS 10,000  |                                    |  |                                    | PER DTH-  | *                        |  |  |
| AND EMPLOYERS LIGHTLY  AND EMPLOYERS LIGHTLY  AND PROPRIETOR/PARTNER/EXECUTIVE VIN   |                                    |  |                                    | STATUTE ER  | 5                        |  |  |
| OFFICERMEMBER EXCLUDED?  |                                    |  |                                    | EL DISEASE: EA EMPLOYEE                           | *                        |  |  |
| if yes, describe under   |                                    |  |                                    | EL DISEASE - POLICY LIMIT                         | 3                        |  |  |
| DESCRIPTION OF OPERATIONS below  |                                    |  |                                    |   |                          |  |  |
|  |                                    |  |                                    |   |                          |  |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Addition  |                                    |  |                                    |   |                          |  |  |
| Those usual to the Insured's Ope   | rations. C                         | ertificate   | holder is                          | an additiona                                      | 1                        |  |  |
| insured per the Business Liabili   | ty Coverag                         | e Form SS (  | 10 08 atta                         | ched to this                                      |                          |  |  |
| policy.  |                                    |  |                                    |   |                          |  |  |
|  |                                    |  |                                    |   |                          |  |  |
| CERTIFICATE HOLDER   | 1                                  | CANCELLATIO  | THE ABOVE DES                      | CRISED POLICIES RE                                | CANCELLED                |  |  |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE STATE OF WEST VIRGINIA DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.              |                                    |  |                                    |   |                          |  |  |
| AUTHORITIN DEDDER CATATIVE   |                                    |  |                                    |   |                          |  |  |
| DIVISION OF HIGHWAYS<br>1900 KANAWHA BLVD E RM 5 RM 920  | - Mail                             | le   |                                    |   |                          |  |  |
| CHARLESTON, WV 25305   |                                    | /ar  | •                                  |   |                          |  |  |
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