



INVITATION FOR SEALED BID

BID 01-736

Description: Digital Logging Recorder System

Department: MAYOR

NIGP Commodity Code(s): 725-54-00-000-0

Total pages including this page is 17

Note: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : www.cityoftulsapurchasing.org**

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: January 31, 2002

BID NUMBER: BID 01-736

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: January 14, 15, 16, 17, 18, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: 5% of Bid

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days)
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____
SIGNATURE OF AUTHORIZED AGENT

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Date: _____

Signature: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

BID 01-736 Digital Logging Recorder System Public Works Department

Please attach proposal and any descriptive literature available

(1) Freedom Recorder Model 1GA000 to include the following components (or acceptable equivalent):

- ✓ 2-Compression Modules Model 428133
- ✓ 2-Analog Coupler Boards Model 428357
- ✓ 1-17-inch Monitor Model 330036
- ✓ 1-Freedom System Software Pack Model FREPAK
- ✓ 1-WIN 2000 Workstation
- ✓ 2-DVD Model FWS20-02D
- ✓ 1-Package of 10 DVD Media Model 330026
- ✓ 1-3Com 4 Port Hub (3C16703) Model 428366
- ✓ 1-Freedom System Software Pack-Additional Model FREPAK-2
- ✓ 1-Freedom Computer Based Training Program Module CRSTCD

BID PRICE OF SYSTEM: \$ _____

**TRADE-IN ALLOWANCE OF CITY'S EXISTING DICTAPHONE
GUARDIAN/PROLOG SYSTEM** - \$ _____

TOTAL BID: = \$ _____

Name of System: _____ Model _____

BID 01-736
Digital Logging Recorder System
MAYOR'S ACTION CENTER

INTENT:

THE INTENT OF THESE SPECIFICATIONS IS TO SECURE, ON A COMPETITIVE BASIS, A SOURCE TO SUPPLY **AN UPGRADE FROM A DICTAPHONE GUARDIAN/PROLOG SYSTEM TO A FREEDOM DIGITAL LOGGING RECORDER SYSTEM** FOR THE CITY OF TULSA'S MAYOR'S ACTION CENTER.

PRICING:

PRICES BID SHALL BE FIRM AND INCLUDE ANY APPLICABLE FREIGHT CHARGES.

BIDDER'S AFFIDAVIT:

EACH BIDDER SHALL ACCOMPANY THEIR BID WITH A FULLY EXECUTED AND NOTARIZED COPY OF THE ATTACHED **NON-COLLUSION AFFIDAVIT** AND THE **INTEREST AFFIDAVIT**. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

METHODS OF SAMPLING, INSPECTIONS & TESTS:

1. AFTER BID RESULTS ARE TABULATED, THE CITY OF TULSA PURCHASING DIVISION RESERVES THE RIGHT TO REQUIRE SAMPLES OF SELECTED EQUIPMENT AND/OR PRODUCTS FOR INSPECTION AND EVALUATION.
2. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT OR PURCHASE ORDER, THE SUPPLIER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL INSPECTION AND TEST REQUIREMENTS NECESSARY TO INSURE COMPLIANCE WITH REQUIREMENTS FOR THIS SPECIFICATION. THIS DOES NOT PRECLUDE SUBSEQUENT INSPECTION AND TESTIMONY BY THE CITY OF TULSA TO FURTHER DETERMINE CONFORMANCE WITH SPECIFICATION REQUIREMENTS OF QUALITY STANDARDS OF WORKMANSHIP, MATERIAL AND CONSTRUCTION TECHNIQUES.

ADDENDA AND INTERPRETATIONS:

IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS BID, A WRITTEN ADDENDUM WILL BE PROVIDED TO ALL THE BIDDERS. THE CITY OF TULSA IS NOT BOUND BY ANY ORAL REPRESENTATION, CLARIFICATIONS OR CHANGES MADE IN THE WRITTEN SPECIFICATIONS BY CITY OF TULSA EMPLOYEES UNLESS SUCH CLARIFICATION OR

CHANGE IS PROVIDED TO BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIVISION.

ALTERING BIDS:

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME AND DATE MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY. BIDS MUST BE SUBMITTED IN INK OR TYPEWRITTEN, PENCILING WILL NOT BE ACCEPTED.

TESTS:

THE CITY RESERVES THE RIGHT TO SUBJECT ALL PRODUCTS OFFERED, PRIOR TO AWARD OF BID, TO WHATEVER PHYSICAL AND OR CHEMICAL TESTS ARE DEEMED NECESSARY TO SATISFY THE PURPOSE FOR WHICH THEY ARE REQUIRED. IF ADDITIONAL SAMPLES ARE REQUIRED TO COMPLETE SUCH TESTS, THEY SHALL BE SUPPLIED BY THE BIDDER AT NO ADDITIONAL COST.

DESCRIPTIVE LITERATURE:

EACH BIDDER IS REQUIRED TO FURNISH WITH THEIR BID, CATALOG CUTS AND/OR DESCRIPTIVE LITERATURE, PROPERLY LABELED WITH THE BID NUMBER AND BIDDER'S NAME, WITH FULL ILLUSTRATIONS AND DETAILED SPECIFICATIONS FOR EACH ITEM OFFERED AS EQUAL TO THE BRAND NAME SPECIFIED. IN ADDITION, **ALL DIFFERENCES IN SPECIFICATIONS FROM THE SPECIFICATIONS STATED HEREIN MUST BE SO MARKED.** DESCRIPTIVE LITERATURE IS REQUIRED TO ESTABLISH, FOR THE PURPOSE OF BID EVALUATION AND AWARD, DETAILS OF THE PRODUCT(S) THE BIDDER PROPOSES TO FURNISH AS TO DESIGN, MATERIALS, METHOD OF MANUFACTURE, CONSTRUCTION, ASSEMBLY OR OPERATION, AS APPROPRIATE. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE MAY BE CAUSE FOR REJECTION OF YOUR BID.**

AMERICANS WITH DISABILITIES ACT:

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

AWARD OF BID:

THE BID SHALL BE AWARDED TO THE FIRM WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;

E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;

F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;

G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;

H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;

I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;

J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.

K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

BID DOCUMENTS:

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

LIENS:

THE VENDOR(S) AGREE(S) TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR SUITS OF WHATEVER NATURE ARISING OUT OF THE SERVICES, LABOR AND MATERIALS FURNISHED BY THE VENDOR(S) OR ITS SUBCONTRACTORS UNDER THE SCOPE OF THIS PROPOSAL AND FROM ALL LABORERS', MATERIALMENS' AND MECHANICS' LIENS UPON THE REAL PROPERTY UPON WHICH THE WORK IS LOCATED OR ANY PROPERTY OF THE CITY OF TULSA.

QUIET ENJOYMENT:

VENDOR(S) WARRANT(S) AND REPRESENT(S) THAT THE EQUIPMENT AND SOFTWARE ARE THE SOLE AND EXCLUSIVE PROPERTY OF VENDOR(S) AND ARE NOT SUBJECT TO ANY LIEN, CLAIM OR ENCUMBRANCE INCONSISTENT WITH ANY OF THE CITY'S RIGHTS UNDER THIS AGREEMENT. ALSO, THAT THE CITY IS ENTITLED TO, AND SHALL BE ABLE TO ENJOY QUIET POSSESSION AND USE OF THE EQUIPMENT AND SOFTWARE WITHOUT INTERRUPTION BY VENDOR(S) OR ANY PERSON'S CLAIM UNDER OR THROUGH VENDOR(S) OR BY RIGHT OF PARAMOUNT TITLE.

GENERAL:

THE CITY DESIRES TO AWARD THIS BID TO THE VENDOR WHO HAS THE BEST SOLUTION FOR THE CITY. TO DETERMINE THIS, THE EVALUATION COMMITTEE WILL ASSIGN POINTS TO THE RESPONSES SUBMITTED BY EACH VENDOR. THE AWARD OF THIS BID, IF AN AWARD IS MADE, WILL BE TO THE QUALIFIED VENDOR WHOSE BID MEETS THE MINIMUM REQUIREMENTS AND CRITERIA SET FORTH IN THIS BID SPECIFICATION, AND HAS THE LOWEST OVERALL COST PER POINT.

BID BONDS:

EACH BID SHALL BE ACCOMPANIED BY A CASHIER'S CHECK, A CERTIFIED CHECK, OR A VENDOR'S BOND FOR FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID. VENDORS SUBMITTING MULTIPLE BIDS NEED SUBMIT ONLY ONE CASHIER'S CHECK, ONE CERTIFIED CHECK, OR ONE VENDOR'S BOND FOR FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE HIGHEST COST PROPOSAL. BID SECURITIES COVERING MULTIPLE BIDS MUST ACKNOWLEDGE WHICH BIDS ARE COVERED. THE BID SECURITY SHALL BE MADE PAYABLE WITHOUT CONDITION TO THE CITY OF TULSA, TULSA, OKLAHOMA. THE BID SECURITY MAY BE RETAINED BY AND SHALL BE FORFEITED TO THE CITY AS LIQUIDATION DAMAGES IF THE BID IS ACCEPTED AND A PURCHASE ORDER BASED THEREON IS AWARDED AND THE VENDOR(S) SHALL FAIL TO DELIVER AS SPECIFIED, WITH LEGALLY RESPONSIBLE SURETIES, WITHIN 60 DAYS AFTER SUCH AWARD IS MADE BY THE CITY.

THE BID SECURITY OF EACH UNSUCCESSFUL VENDOR WILL BE RETURNED WHEN ITS BID IS REJECTED. THE BID SECURITY OF THE VENDOR(S) TO WHOM THE CONTRACT IS AWARDED WILL BE RETURNED WHEN IT EXECUTES A CONTRACT. THE BID SECURITY OF THE SECOND LOWEST RESPONSIBLE VENDOR MAY BE RETAINED NOT TO EXCEED 60 DAYS PENDING THE EXECUTION OF THE PURCHASE ORDER AND BONDS BY THE SUCCESSFUL VENDOR(S).

MINIMUM SPECIFICATIONS:

THIS SPECIFICATION COVERS AN ADVANCED DIGITAL LOGGING RECORDER SYSTEM DESIGNED TO PROVIDE RECORDING OF 8 CHANNELS PLUS TIME/DATE DATA. THIS EQUIPMENT SHALL BE NEW, UNUSED, AND OF CURRENT MANUFACTURE AND BE COMPLETELY OPERATIONAL WHEN INSTALLED. ANY DELETIONS, ADDITIONS, OR VARIATIONS FROM THESE SPECIFICATIONS MUST BE NOTED AND IF VENDOR DOES NOT NOTE ANY, IT IS AGREED THAT THE VENDOR WILL MEET OR EXCEED SPECIFICATIONS IN ALL CASES. IT WOULD BE REQUIRED TO HAVE THE CAPABILITY OF TURNING ON AND OFF RECORDING FROM A REMOTE WORKSTATION. PRICE QUOTED SHOULD INCLUDE ANY FEES REQUIRED FOR INSTALLATION AND INITIAL SET-UP OF THE SYSTEM. IF THE VENDOR OFFERS A TRADE-IN ALLOWANCE FOR THE CITY'S EXISTING DICTAPHONE GUARDIAN/PROLOG SYSTEM, PLEASE NOTE.

RECORDING

SYSTEM: The system shall be upgradeable to at least 12 audio input channels with a single drive, shall be software-based to allow for future enhancements, and support up to 2 workstations on a single network. The system shall use DVD cartridges as the recording media. The system shall have capability to archive to any digital

recording media (DVD, server, hard drive, etc.). The system must also have the capability to monitor audio and record concurrently.

The media must be user formattable.

The system shall be capable of search by time and date from drive or an alternate record media from the exact time input by user and, shall provide the capability of skipping to the next or the previous message for precision search and playback. The average expected search time from a drive must be less than 30 seconds. The search time from an instant playback module will be milliseconds. The system must be capable of searching for audio recorded to an archivable or on-line media.

The system shall provide mixing of multiple channels simultaneously during playback and shall display which channels are active during playback or recording. The system shall be capable of selective back up of a specific subset of channels. The system shall provide for an append (restore) function enabling the user to reposition to the end of recording.

The system shall continuously record to hard drive with simultaneous archive capabilities. The system shall be capable of recognizing the write protect tab on the DVD cartridge, or providing over-record protection and not going into record mode if the DVD cartridge is so protected. The system shall be able to append DVD recording information from the recorder drive to a new DVD cartridge to prevent loss of recording during transfer from one DVD cartridge to another. The system shall provide an end of media alarm, which will alert user, based on a user settable number of minutes of inactivity. The system will be capable of automatically downloading buffered information to the drives(s) once they are back on-line.

The system shall provide a boot up, system test and on going self-checking tests and an error log to keep track of alerts, error messages and conditions. The system will continuously monitor itself and initiate an alert in the event of a failure. The system will provide a sophisticated alert subsystem whereby various levels of alerts can be captured, stored, acknowledged, tracked and analyzed. The system will be capable of triggering visible and audible alerts on the workstation.

The system will automatically keep track of record sessions for each media (e.g. the periods during which the cassette was placed into and taken out of record). The system will automatically generate a new record session daily to assist in locating audio.

The system shall enable playback of recorded media on systems with similar software.

The system must display which channels are recording.

The system must provide an indication of the recording space remaining on media it is recorded to.

The system must be capable of playing back audio recorded on an archivable or on-line media.

The system must be capable of playing back silent periods recorded in the VOX mode, and displaying the associated time and date during playback, for proof on non-events. During playback, the system will not skip over silent periods.

The system will be capable of providing playback or “live” monitoring of audio through a speaker, headset, or phone.

The system will be capable of searching for a call across any number of channels of the recording module, based on any combination of the following criteria: time and date range, call duration (range in time shortest to longest), tagged and untagged calls, Codes, or by a complete or partial match to information contained in the “notes” fields.

The system must have capabilities to save audio to specific wave formats.

The system will provide service and supervisory level users the ability to enter important configuration parameters including the following settings:

- Channel inactivity alert settings (by channel)
- Beep settings (duration, interval, frequency, source, filter, volume)
- Audio search settings (minimum message length, silence between messages)
- Record mode (current sensing, voltage sensing, external VOX, continuous)
- VOX settings (holdover, threshold)
- AGC setting
- Channel inactivity alert
- Audio input levels
- Record mode (e.g. external, VOX, voltage, current, continuous)
- Beep source
- Beep filter
- Beep duration
- Beep volume
- Beep interval

These channel settings can be made individually (one at a time) or globally (for all channels) directly through user interfaces.

The system will ensure that all recorder inputs shall be 30 K Ohm, balance bridging, and transformer isolated, and the universal audio inputs provided shall be settable for either current sensing, voltage sensing, VOX sensing or switch closure and be FCC approved for direct connection to the telephone system.

The system will ensure that VOX start time will be less than 80 milliseconds.

A system-wide audit trail must be provided to show all successful and unsuccessful logons. This audit trail must also show who logged on and the action taken (e.g., monitor, play, eject, clear alert, etc.). It must be possible to view further detail on individual events (e.g., the event date and time, the workstation from which the event was executed, the name of the deck and the digital recording module on which the operation was executed, and the name of the media in the deck). The user will also be able to search for specific types of events using a time and date range and/or any of the latter criteria.

The system must provide internal battery backup for a minimum of 15 minutes to prevent recording loss in the event of a power outage. Approximate life of the battery should be 10 years.

The system must provide an automatic restart capability to return the system to its previous operating state when power returns.

The recorder/reproducer shall be approved by the following agencies: UL and FCC part 15 and 68. The machine will have the appropriate markings on the label.

SOFTWARE AND WORKSTATION:

The system shall provide for local or remote LAN-based control through a PC workstation interface and will be capable of supporting Windows NT as well as Windows 2000. The system must provide a PC workstation interface to access the recording modules. Ethernet with TCPIP and be routable.

The Windows interface will enable the user to view multiple deck control panels (from the same digital recording module or different digital recording modules at the same time).

The system will provide the capability for a user to tag a call using the PC workstation, and later use the "tag" as search criteria. The system will provide the capability for the user to enter additional alphanumeric information ("notes") relevant to a specific call in two

20-character fields using the PC workstation. This information may be later used to search for a specific call.

The PC workstation will be capable of displaying call record information for each call including the call start time, the channel number and name, the call duration, call "notes" capable of being edited, DTMF Codes recorded with the call and a settable call tag.

The system will provide the capability of playing back audio remotely from any workstation on the network with "private listening" during playback.

The system must provide a means for the user to backup critical system set-up (configuration) data on the PC workstation.

The system will provide users with the ability to set audio triggers (e.g. the length of time in seconds during which audio must be present for the system to consider it a message; and the length of time in seconds, during which silence must be present for the system to consider it a break between messages).

SECURITY: The system must provide user specific access rights down to the channel level. Only those channels accessible to the user will be displayed to the user on the PC interface. Any unassigned channels will not be visible.

TRAINING: The vendor shall provide on-site training and instructions for all operators covering all equipment supplied under the specification. The training is to be performed by direct employees of the equipment manufacturer. A minimum of 8 hours on-site training time is required.

WARRANTY AND

SERVICE: The vendor must provide parts for a period of one year and must replace any parts that become broken or defective, except by reason of misuse, accident, or any casualty, during that period. Vendor shall make all necessary adjustments to this system, not required by reason of accident, misuse, or any casualty, at the vendor's expense for a period of 90 days from date of installation. The vendor shall guarantee parts support for all items under this specification for a period of not less than five (5) years.

Vendor shall provide a local representative for service request.

Factory trained service technicians directly employed by the equipment manufacturer must be available to respond within one (1) working day in the event service is required. Subcontracted service will not be acceptable.

MANUALS: Two (2) copies of Operating and Maintenance Manuals.