



DETAILED QUOTE

QUOTE NUMBER: BrokenArrowPD_GSASoftware_#2493

QUOTE DATE: June 27, 2018

QUOTE PREPARED BY: Michal Temple

QUOTE PREPARED FOR: Mr. Jackie Smithson
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REMIT PAYMENT TO: FORAY TECHNOLOGIES
3911 5th Ave., Suite 300
San Diego, CA 92103
(619)858-1360
(619)858-1366 (Fax)

Cost Summary:

Purchase Price	Foray GSA Contract Number:
\$51,672.69 * <i>* See attached Terms & Conditions for cash purchase</i>	GS-35F-0406T* <i>* GSA Items can be purchased directly from Foray Technologies or at GSA Advantage Web Site</i>

1. Foray ADAMS™ GSA Software Licenses

- **GSA PART # - ADAMS-SERVER \$5,738.00**
 - Quantity 1 - **ADAMS™** Web Server License, which includes;
 - Digital Evidence Management
 - Video Interview Recording
 - Request Management ¹ - Automate paper forms and internal processes.
 - Advanced Archival Management
 - Advanced User Rights Management
 - Chain of Custody and Audit Trail
- **GSA PART # - ADAMS-CONC-USER \$7,155.00**
 - Quantity 7 - **ADAMS™** Concurrent User Licenses
 Includes access to all functionality provided by Adams Server. Functionality can be restricted on a per user basis.

2. GSA SERVICES ²– CAN PURCHASED ON GSA SCHEDULE # GS-35F-0406

- **Remote/On-Site Integration Hourly Rate – Quantity 213 Hours \$26,558.97**
 which includes;
 - Project Management and Coordination
 - Complete **ADAMS™** Software Installation and Configuration
 - Video Interview Room Configuration which includes,

¹ Additional services may be required for implementation.

- Setup and configure ADAMS for use in four (4) interview rooms with 2 cameras per room
 - Test audio and video quality
 - Work with agency to choose quality settings
 - Test end-to-end use from interview room to ADAMS Web
 - **NOTE: Hardware installation, including cameras, microphones and wiring, is not included and must be completed before on-site visit is scheduled.**
 - ADAMS Mobile Upload Configuration Services
 - Complete System Integration and Testing
 - Conversion and migration of existing Linear DIMS database and data – to be completed within 90 days after system installation and training.
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- **On-Site Training Hourly Rate – Quantity 24 Hours..... \$4,488.72**
which includes;
 - User familiarization training for a maximum of 3 attendees.

OPEN MARKET SERVICES – CANNOT BE PURCHASED ON GSA:

- **Travel, Shipping and Support Services, which include; \$4,870.00**
 - Travel Expenses & Per Diem
 - One Year Software Support which includes,
 - Unlimited access to the Foray Technologies’ Support Desk, M - F 7:00 AM - 4:00 PM Pacific Time and off-hour support by leaving a message on the on-call support engineers phone (which is listed on our voice mail), excluding statutory and local holidays.
 - Internet based remote diagnostics
 - Free **ADAMS** software updates & upgrades

² Services will be delivered as a combination of In-House, Remote, and On-Site.

ADDITIONAL OPTIONS - NOT INCLUDED IN PURCHASE PRICE

Support Options:

A. Software Support:

Year Two..... **\$3,938.75**

Year Three **\$3,938.75**

- * Unlimited access to the Foray Technologies' Support Desk, M - F 7:00 AM - 4:00 PM Pacific Time and off-hour support by leaving a message on the on-call support engineers phone (which is listed on our voice mail), excluding statutory and local holidays.
- * Internet based remote diagnostics
- * Free **ADAMS** software updates & upgrades

Hardware Recommendations ³:

The proposed software should run on hardware that fulfills the following minimum specifications:

Server (Hosts database, repository and web application*)

- 2 Six-Core Server Processors
- 32 GB RAM
- 250+ GB Internal Storage
(Increase internal storage or attach to external storage for repository based on agency specific requirements.)
 - Hot-swappable drives
 - Battery backup module for RAID controller
- DVD Drive
- Dual-port Gigabit Ethernet
- Windows Server 2008 R2 SP1 or Windows Server 2012 R2
- Back-Up Solution & Software

*The database, repository and web application can also be hosted on individual servers.

Acquisition/View Workstation:

- Dual-core processor
- 4 GB RAM
- 1920 x 1200 Screen Resolution
- 512 MB Video Card
- 250 GB HD
- Windows 7 SP1 or Later
- 1 Gigabit Ethernet Port
- Optional
 - DVD Reader/Burner
 - Media Card Reader
 - Firewire Port

VMWare ESX Servers:

The ADAMS repository and network share can be in a virtual machine. However given the nature of the data, there are a few recommendations as to how this is done:

- We only recommend this be done with a Hypervisor (ex: VMWare's ESX Server) and not on top of a standard server OS.
- The nature of the data handled by ADAMS is significantly larger than the average Word or Excel document. Therefore, we recommend that either dedicated IO hardware (network and storage) be assigned to the VM running ADAMS or at least that the network and disk utilization be closely monitored.
- If possible, the repository data should be on external storage (DAS/NAS/SAN) and not directly in the VM.

³ This quote does not include Client Access Licenses (CALs) for workstations provided by the customer. Any servers provided by Foray will be setup for Device based CAL licensing (not Server based). It is presumed that the customer will ensure that they have the necessary CALs.

Terms and Conditions of Proposal

- Purchase order number or credit card information must be included on order notification.
- Prices quoted are U.S. Dollars.
- Proposal valid for a term of 90 days from initial date of proposal. Thereafter, all prices are subject to change without notice.

The term "Equipment" includes the items listed on the client's signed accepted proposal together with all software, software licenses, supplies and materials incorporated into or added to any of the Equipment by Foray Technologies, Inc. (Foray Technologies) or its vendors, employees, agents or contractors.

GENERAL TERMS AND CONDITIONS

1. Payment Terms. Payment of the purchase price is due as follows:

Invoices less than \$5,000.00, 1% discount Net 10, otherwise Net 30.

If invoice exceeds \$5,000.00, then the following terms apply.

- a. 50% due upon receipt of client purchase order,
- b. 30% due on delivery of products (pro-rata),
- c. 20% due on completion of installation date.

Project will be placed into production once 1st partial payment of 50% has been received.

Purchaser is responsible for all applicable state and local taxes, including state and use tax if applicable.

2. Purchaser's Authority. Purchaser has full power and authority to enter into and perform this Agreement.
3. Sales Contract. This is a sales contract. Purchaser accepts the goods and materials herein described. This is not a sale on approval or trial. Acceptance is binding on Purchaser, its heirs, successors and assigns.
4. Optional Services: Services outside the scope of work quoted in this proposal are not included or covered as part of this Sales Contract. Services outside the scope of work of this proposal (unless otherwise quoted) may include;
 - A. Operating System Upgrades
 - B. Adams Software Migration (from an existing workstation to a new workstation)
 - C. Server Migration (from an existing server to a new server)
 - D. Server Consolidation of multiple repositories

These services can be purchased separately under an additional contract if not quoted in the services of this proposal

5. Installation Date. The "Installation Date" is defined as the date Foray Technologies determines the Equipment to be operating satisfactorily which will occur on the last day of training.
6. Title and Risk. Title to products passes from Foray Technologies, Inc to Purchaser upon complete payment of invoice amount. Loss or damage that occurs during shipping by a carrier selected by Foray Technologies is Foray Technologies' responsibility. Loss or damage that occurs during shipping by a carrier selected by Purchaser is Purchaser's responsibility. Title to software is covered in the Software Licensing Agreement.
7. Prepayment. You may at any time prepay the total remaining unpaid installment principal balance at any time, thereby eliminating the obligation to pay future interest or finance charges.
8. Security Interest. Foray Technologies shall have a purchase money security interest in the Equipment in order to secure payments due under this Agreement, and you will promptly execute any documents Foray Technologies deems reasonably necessary to file and perfect its security interest. If you fail to do so, Foray Technologies may execute the documents on your behalf. Foray Technologies may conspicuously mark the Equipment to identify its security interest and you may not place any conflicting mark on the Equipment or permit the Foray Technologies mark to be removed. For so long as Foray Technologies shall have a security interest in the Equipment, you shall not remove the Equipment from the address of delivery or sell Equipment or any part thereof without Foray Technologies written consent.
9. Breach and Attorneys' Fees. If either party fails to cure a material breach within ten (10) days following a written notice of breach by the other party, the other party may upon written notice either (a) terminate this agreement, or (b) suspend its performance under this Agreement and/or under any related agreement. Additionally, if you breach any of your obligations under this Agreement, Foray Technologies may require immediate payment of the entire unpaid principal balance, plus all other amounts due under this Agreement. If any party seeks the assistance of counsel or commences any legal action to enforce this Agreement, the non-defaulting party shall be entitled to recover its costs and expenses, including attorneys' fees, from the defaulting party with regard to such consultation, legal action and appeal therefrom.
10. Limitation of Liability. In no event shall either party be liable to the other party for any special, indirect, incidental, consequential or punitive damages in any way arising out of or relating to the agreement, whether the claim alleges tortious conduct, including negligence, or any other legal theory. In all cases, Foray Technologies total liability is limited to the purchase price paid for the Product.
11. Construction; Exclusive Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California and the United States of America, except that body of law concerning conflicts of law. The parties agree that all disputes or other matters pertaining to the enforcement or interpretation of any provision of this

Agreement or arising from any other aspect of the vendor/ Distributor relationship created hereby shall be submitted for resolution to the California State Superior Court in San Diego County, California U.S.A., which court and the California State appellate venues thereof shall be the exclusive venues for such matters and the parties hereto consent to the jurisdiction of such courts.

12. Entire Agreement. This Agreement, including the terms and conditions contained on any applicable price list, constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements as to such subject matter. Furthermore, you hereby understand and acknowledge that Foray Technologies has not made and is not bound by any oral or written representation made by its salespeople, which do not appear in this Agreement. In the event of any inconsistency between the terms and conditions specified in a price list and those otherwise contained in this Agreement, the former shall control. Any terms and conditions on any ordering documents or purchase orders you may issue shall have no force or effect.