



POLICE DEPARTMENT

CHARTER TOWNSHIP OF WHITE LAKE

DANIEL T. KELLER
CHIEF OF POLICE

July 7, 2022

Rik Kowall, Township Supervisor
White Lake Township

RE: PHONE/RADIO RECORDING EQUIPMENT PURCHASE PROPOSAL

As with most police agencies, the need to record and preserve phone calls and radio traffic is paramount. The nature of our work requires that we have the ability to pull phone calls and audio logs for a myriad of reasons. Quality control, court discovery, internal investigations, and Freedom of Information Act (FOIA) requests come into the police station on a daily basis. The system we currently use is the DI Series event recorder, which is accessed through a client based operating software called Enhanced Courier. This current system replaced a reel-to-reel system which used to record all calls to a rolling tape. The DI series system is now out of date, unsupported, and showing signs of failure. A client based system means that in order to access the recordings, there has to be a computer program installed on each individual terminal. The server that houses the calls is stored on-site and based on this type of technology there is no ability for remote support. For example, in approximately July of 2021, we discovered that for a two week period, the system failed and we were not recording any data on our administrative lines. With no remote tech support, we had to have a local vendor "backdoor" the system and get it operational. We will never recover the lost phone calls. To further explain the aging system, Lieutenant Ivory was unable to locate any paperwork for the purchase and installation of the DI system. Best estimates show that the system is no less than twelve to fourteen years old. The operating system on the server is Windows 7 which is a completely unsupported operating system. The potential pitfalls of continuing to use this system cannot be overstated. If the system decides to fail, we will not be able to fix it and there is no replacement for what we have. Current shipping and installation time frames for updated equipment are currently running at four to six weeks. A four to six week gap in recording of information is catastrophic.

With the knowledge of the failing system, Lieutenant Ivory began researching up-to-date solutions, which could potentially support us for the next seven to ten years. Keeping in mind that the Township is in the process of constructing a new Public Safety Building, one of the parameters of his search included portability. In looking at the standard of recording platforms, Lt. Ivory found that three systems are more universally used than any other. Those systems are Equature, Eventide, and NICE. While NICE is an option, Lt. Ivory has not been able to find any agencies in Michigan that use the NICE recording system. Lt. Ivory also has not been able to locate support locations for NICE, meaning that if remote support was not able to handle a breakdown, then a technician would have to be dispatched from another state. Based on these issues, Lt. Ivory discounted NICE as a viable option. He reached out to three vendors for the remaining two systems.

Lt. Ivory spoke with John Pace from Interaction Insight Corporation, Mark Traeger from Eventide, Inc., and Paul Frezza from Equature. Both Eventide and Equature are highly recommended and systems used in Michigan. Mark Traeger and John Pace are both resellers of the Eventide System. Paul Frezza works directly for Equature and is the sole source of that equipment. They are the manufacturer of the product and do not have retail sales companies. Further research revealed that the Eventide system is used in the northern parts of Michigan, as well as various agencies in the south, boarding Ohio and Indiana. The Equature system is universally used by all Public Safety Answering Points (PSAPs) in Oakland County. Paul Frezza is the representative for the accounts for twenty dispatch centers in Oakland County, including the Sheriff's Office. He is familiar with CLEMIS and their systems have been adapted to interact within that operating space. Lt. Ivory provided the necessary information to all three sales representatives and received quotes back from all three. The quotes listed below are based on investment cost for the systems. There are additional service and maintenance costs, which are discussed within each quote, however there are many options for payments so the listed number at the top does not factor in maintenance cost.

INTERACTION INSIGHT (EVENTIDE DEALER)	\$26,565.00
QUALITY ASSURANCE AND MAINTENANCE	\$16,400.00
TOTAL	\$42,965.00

This quote is for the installation of all needed hardware, software, and operating licenses, including 16 analog channels of recording and the first year of onsite service. The quote also includes 24 VoIP lines (we need 21 but they are sold in groups of 8). The police department also uses Emergency Call Works for 911 lines. The integration package for ECW is another \$9,995.00. It is considered an optional upgrade. In order to have quality assurance support, the add-on is \$3,200.00. Finally, this quote only covers remote and onsite support for the first year, which is listed as Monday through Friday from 0900 hrs. to 1700 hrs. The additional years of coverage were not listed in the quote, however in speaking with John Pace, he advised that additional coverage years would be approximately \$3,300 per year and it's based on a percentage of the cost of the system. He was unable to provide an exact number.

EVENTIDE INC	\$29,437.90
MAINTENANCE	No return calls.
TOTAL	Unknown

This quote is for the installation of all needed hardware, software, and operating licenses, including 24 analog channels of recording and the first year of onsite service. This quote does also not account for any VoIP channels and licenses that will be needed in the switch over. It also does not specify what the additional cost would be for those VoIP channels. Any cost associated with the VoIP switch would be in addition to the above mentioned quote. Finally, this quote also does not account for extended service plans, which would be at the cost of \$3,350.00 or more per year, depending on the setup which we select.

On June 27th, 2022, Lt. Ivory attempted to contact Mark Traeger via both telephone and email. He has yet to receive a return email and upon calling the number provided, he was greeted with a message that states the number is no longer in service. Lt. Ivory has been unable to get in contact with Mark Traeger in any other fashion. The quote from Eventide Inc. was the highest based on previous need and it is reasonable to believe that it would have been the highest with the VoIP options added per the requested quote.

EQUATURE	\$25,779.00
MAINTENANCE	\$15,464.00
TOTAL	\$41,243.00

This quote is for the installation of all needed hardware, software, and operating licenses, including 8 analog channels of recording and the first year onsite service. This quote also takes into account 21 additional VOIP channels that are being planned for installation. As stated, this amount includes the first year of remote and onsite service. This quote also specifically outlines additional cost for continued support services through years two to five. The cost of the yearly maintenance on the system is \$3,866.00. Equature has quoted and offers multiple methods to pay for the solution.

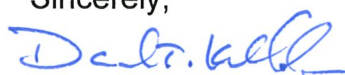
Option 1 is to pay for the system and installation and then pay yearly for the maintenance agreement. This would be an upfront cost of \$25,779.00, with four years of reoccurring costs totaling \$3,866.00 plus a potential cost increase of around 6% every year for the four years. Option 2 is the "paid-in-full" option. This includes initial equipment, the installation costs, and then prepaying for the four additional years of service. If we choose this option, we would receive a 5% discount on equipment and it would lock in the maintenance agreement rate at \$3,866.00. We would see no cost increase for maintenance. The total cost of this option is \$40,930.85 and would cover us for five years from the date of installation with yearly costs. Option 3 is referred to as the "Premier Partnership Agreement". This option amortizes the cost of the system, with the maintenance agreement locked in for five years. The upfront cost of the equipment, installation and first year of service is \$9,998.60. Years two through five would be an annual cost of \$8,248.60. This option does not incur the cost increase in the maintenance agreement, however it also does not allow for the 5% paid in full discount. The total cost of this option over five years is \$42,993.00.

After careful review and consideration of all the quotes provided, it is my recommendation that we select Equature as the recording solution. The company is based in Southfield, MI and the account representative, Paul Frezza, works out of Clarkston. Communication with Mr. Frezza has been highly responsive. The quote from Equature accounted for all of our current and future needs, including the additional of VOIP lines which are now coming. When looking at the total recording solution, Equature is the cheapest of all the options, once maintenance is factored. Oakland County and all Oakland County PSAPs are currently using the Equature system. Having a known integration already existing with CLEMIS is a benefit which eliminates many unknowns such as hidden costs associated with day one integrations.

If the Equature system is selected, it is my recommendation that we select either the "paid-in-full w/ 5 year maintenance agreement" option or the Premier Partnership option. Either option locks in the maintenance costs, which otherwise could rise year by year as much as \$200.00 per year. Paul Frezza advised that if his company is selected, timeframe for shipping and installation would be approximately four to six weeks, however since we are local and they already service Oakland County, should we experience a failure of a DI system, he could potentially expedite the installation to accommodate our need. I have attached copies of all the quotes I received to this memorandum as supporting documents for the numbers I have outlined.

As you are aware, a portion of the recording that we do is for the White Lake Township Fire Department. Per our conversation with Chief Holland on July 1st, 2022, they will be providing funding for their recorded lines and a portion of the equipment. They are recording four radio lines at \$400 per line and assisting with half the cost of the 16 port switch card. Their half of the switch card is \$1,865.00. Their total provided funding will be \$3,465.00. This quote would increase by the amount of the four analogue lines, however the cost for the 16 port switch card is already factored in. I am requesting the Board approve the total amount of \$42,530.85 for the Equature system.

Sincerely,



Daniel T. Keller
Chief of Police



125 Half Mile Road Suite 200

Red Bank, NJ 07701

Phone: 216.666.2700

jp@scalloggers.com

Lt. Matt Ivory
White Lake Twp PD
7525 Highland Road
White Lake, MI 48383

EVENTIDE

- Eventide NexLogDX 740 Recording System and Application Software
- 16 - Analog Channels
- 24 - VoIP Channels
- Recording with MediaWorks Access Licenses for Eight Users
- Built-In Redaction
- 911 NENA ANI/ALI Integration
- Instant Recall for Dispatchers
- The Chassis comes with:
 - (2) RAID-1 1TB Swappable Hard Drives
 - (1) Blu-ray Drive
 - Dual Hot Swappable Power Supplies
 - Embedded Linux NexLog Base Software
 - Network Cards
 - Rack Mount
 - Archiving to your SAN
- Project Management & Testing
- On-Site & Remote Installation
- Unlimited On-Site and Remote Training
- One-Year **(M-F, 9-5)** Onsite & Remote Support

TOTAL FOR SYSTEM = \$26,545.00



NEXLOG COMMUNICATIONS RECORDING SYSTEMS

1 Alsan Way, Little Ferry, NJ 07643
t. 603 490-5258 f.

QUOTE

Date Jan 31, 2022

Quote No. MBHRQ2197-01

(Please include our Quote No. on your P.O.)

Quoted To: White Lake Twp PD 7525 Highland Road White Lake, MI 48383	Ship To: White Lake Twp PD 7525 Highland Road White Lake, MI 48383	Eventide Sales Contact: Mark Traeger Business Development Manager EVENTIDE INC. (603) 887-5589 Extension
Phone	Phone	
Email	Email	

Quote Description:

Quoted By	Warranty	Payment Terms	Discount	Freight Terms	Valid For
Mark Traeger	Standard One Year	Net 30 Days	0% (LIST)	FOB Factory	90 Days

Line	Part No.	Item Description	Qty	Unit List	Ext'd List	Disc.	Unit Price	Ext'd Price
1	NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1	\$7,995.00	\$7,995.00	0%	\$7,995.00	\$7,995.00
2	DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,595.00	\$1,595.00	0%	\$1,595.00	\$1,595.00
3	108109	Rack Mt Slides - 2 Post Center Mt., 3U (for NexLog 740)	1	\$450.00	\$450.00	0%	\$450.00	\$450.00
4	271083	8 pack MediaWorks DX web concurrent license [About MediaWorks DX: Advanced browser-based HTML5 interface for Search, Replay, Incident Reconstruction, Incident Export, Live Monitoring, Instant Recall and more]	1	\$995.00	\$995.00		\$995.00	\$995.00

Line	Part No.	Item Description	Qty	Unit List	Ext'd List	Disc.	Unit Price	Ext'd Price
						0%		
5	DX799	Upgrade 740 DX-Series (at time of order) 2x1TB HotSwap RAID1=1TB storage	1	\$1,850.00	\$1,850.00	0%	\$1,850.00	\$1,850.00
6	DXANA24	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses (For use in DX-Series recorders only)	1	\$6,000.00	\$6,000.00	0%	\$6,000.00	\$6,000.00
7	109033-007	Quick Install Kit (23 ft Cable + "66" Block)	1	\$300.00	\$300.00	0%	\$300.00	\$300.00
8	209029	911 NENA ANI/ALI CAD Spill Integration	1	\$3,495.00	\$3,495.00	0%	\$3,495.00	\$3,495.00
SubTotal					\$22,680.00			\$22,680.00
9	DXSUS-12MO	SOFTWARE UPDATE SUBSCRIPTION (DXSUS): FIRST 12 MONTHS IS INCLUDED. AFTER THE FIRST 12 MONTHS, EACH 12-MONTH SUBSCRIPTION PRICE IS 3% OF TOTAL LIST PRICE (NON-DISCOUNTABLE)	1	\$0.00	\$0.00		\$657.90	\$657.90
Services								
10	500011	Installation and Training by Third Party Provider, Per Site, USA Only	1	\$2,750.00	\$2,750.00	None	\$2,750.00	\$2,750.00
11	500013	First Year M-F, 9-5 Onsite Support	1	\$3,350.00	\$3,350.00		\$3,350.00	\$3,350.00

Line	Part No.	Item Description	Qty	Unit List	Ext'd List	Disc.	Unit Price	Ext'd Price
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Total List Price (USD):	\$28,780.00	Total Net Price (USD):	\$29,437.90
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Thank you for requesting this Eventide NexLog Quotation.

Sincerely,

Export Information: HTS Code: 8519813000. Commodity Code: 8519813000. ECCN for NexLog systems without P25, TETRA or 9-1-1 licenses is 5D002.c.1 with 740.17(b)(1) treatment. ECCN for NexLog systems with P25, TETRA or 9-1-1 licenses; and for Add-On licenses for P25, TETRA or 9-1-1 is 5D002.c.1 with 740.17(b)(2) treatment. Export or re-export of NexLog products or services to destinations, companies or individuals subject to USA embargoes or restrictions (including Cuba, Iran, North Korea DPRK, Sudan and Syria) are prohibited.

June 27, 2022

Thank you for investing your valuable time in Equature! We are excited and grateful for the opportunity to begin our partnership into the future. With that in mind, we have created a Strategic Recording Plan with the highest level of recording capability.

The Strategic Recording Plan features:

- Replacement of Existing Hardware
- Next Generation 911 Capture Software
- Unlimited Client Access License(s)
- Lifetime Software Upgrades & Training
- 24/7/365 Technical Support (Remote & On-Site)
- 24/7/365 Proactive Alert & Monitoring
- Self-Healing Software
- Internal & External Archive Data Storage

As a true Public Safety focused firm Equature only works with PSAPs, providing mission critical recording systems, full-service dispatch training and video/AI technology to agencies across the country. Equature is proud to have been the recording partner to more than 3000 Police, Fire, EMS, Universities, Hospitals, Primary and Secondary PSAPs nationwide and we are looking forward to beginning our partnership with White Lake Township Police!



Paul G. Frezza II, ENP, PMP

Public Safety Professional



A: 18311 W. Ten Mile Road, Southfield MI-48075

P: 248.281.1078 | **M:** 248.752.0115 | **F:** 248.569.6567

W: www.equature.com | **E:** pfrezza@equature.com

EQUATURE

18311 W. 10 Mile Road
Southfield, MI 48075



Equature NG9-1-1 Solution Highlights

- Fully NG9-1-1 Compliant (NENA i3)
- Analog & VoIP Capture Engine
- Motorola P25 Compliant
- ANI/ALI & RapidSOS Data Integration
- Quality Assessment Package

Equature Full-Service Agreement

Equature provides full hardware, software, and proactive alert response measures for the life cycle of the agreement.

Equature Software Agreement

Throughout the lifetime of our partnership, Equature guarantees you will have the latest, most up-to-date recording software available from Equature to the market. As an Equature partner you will receive annual software updates and enhancements at no additional costs or fees.

Equature Direct Advantage

Equature focuses on a direct marketing model. We manufacture, sell, support, service, and train all right here in the United States. We provide 24x7x365 Proactive Onsite Support anywhere in the U.S. within 4 hours. Our Equature Direct Advantage model allows us to build functionality faster based on our PSAP client's needs.

Equature Premier Partnership Program

The premier partnership program divides the total cost of the recording server and maintenance cost over a five-year period. By selecting this option, you are acknowledging a five-year commitment to net amount listed. Equature will continue to keep your recording server's software updated and maintained throughout the contract's lifespan.

EQUATURE18311 W. 10 Mile Road
Southfield, MI 48075

Name: **White Lake Township Police**
 Address: **7525 Highland Road**
White Lake MI 48383
 Attn: **Lt. Matthew Ivory**
 Phone: **(248) 698-4400**
 Email: mivory@whitelakepolice.com

Date: **June 27, 2022**
 Contact: **Paul G. Frezza II**
 Phone: **(248) 281-1078**
 Email: pfrezza@equature.com
 Fax: **(248) 569-6567**

Item	Qty	Model #	Deliverable	Investment
			Equature NG911 Core Solution - 29 Channel Capture (Expansion Ready)	
1	1	EQRECSRV	Equature Advanced 4U Server Chassis <ul style="list-style-type: none"> • Intel 2.1 GHz Intel Silver processor • 16GB RAM • Storage: 2TB RAID1 Internal & External Archive RAID1 • Redundant Hot Swap Power Supplies • Windows 10 LTSB 2019 	INCLUDED
2	1	EQCORE	Equature NG Virtual Core Software Suite	INCLUDED
3	1	EQLD1609	Viewpoint Virtual Core Site License Software	INCLUDED
4	29	EQV001	Equature Analog Recording Interface Care Equature Voice Device License(s) 8 Analog Compliant 21 VoIP Compliant	INCLUDED
5	1	EQANI	Equature DataFeed (ANI/ALI Integration)	INCLUDED
6	6	EQSUR	Equature Assessments & Reporting Package - 6 Dispatchers	INCLUDED
	1	Warranty	One-Year Equature Warranty 24x7x365 Support & Proactive Monitoring	INCLUDED
Investment				\$25,779.00
Professional Services (One-Time)				\$1,750.00
Years 2 - 5 Annual Maintenance (CPI Increase)				\$3,866.00
Outright Purchase w/5-Year Warranty & Professional Services				\$40,930.85

Assumptions:

- (1) One Hundred (100%) percent of "Annual Investment" due upon receipt of equipment.
- (2) Professional Services: Implementation, Quality Confirmation & Training.
- (3) One Hundred (100%) of "Professional Services" due upon acceptance sign-off.

Client Acceptance

- () Outright Purchase w/One-Year Warranty
 () Outright Purchase w/Five-Year Prepaid Warranty
 () Premier Partnership Program

Signature: _____ Date: _____

Print Name: _____ Title: _____

Please fax to Paul G. Frezza II at (248) 569-6567 or E-Mail pfrezza@equature.com

Equature Premier Partner Program Agreement

The Equature Premier Partner Program provides a full NG9-1-1 Recording solution along with full extended warranty. The program is an extended warranty program where CUSTOMER pays annually for five years at a locked in rate and receives full support, feature enhancements and software updates.

Equature (hereunder referred to as “PROVIDER”), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as “CUSTOMER”) under the terms and conditions contained herein, warranty and service on the solution deliverables list.

Adjusted Annual Investment	\$8,248.60
Professional Services	\$1,750.00

Payment Allocation Table		
Year 1	\$9,998.60	Annual Investment & Professional Services
Year 2	\$8,248.60	Annual Investment
Year 3	\$8,248.60	Annual Investment
Year 4	\$8,248.60	Annual Investment
Year 5	\$8,248.60	Annual Investment

I. Terms of Agreement

This agreement between PROVIDER and CUSTOMER shall remain in force for an initial period of Five (5) years. The Maintenance Agreement shall be automatically renewed by CUSTOMER after the initial term in one-year increments. Details of the equipment serviced, and special terms are outlined in Exhibit A.

II. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years).
- b) Charges include unlimited calls, 24 X7, 4-hour response time, software updates, remote access, remote alerts, all parts and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. Changes to the PROVIDER configured systems made by the CUSTOMER or third parties not authorized causing malfunction will be fixed by PROVIDER on a time and material basis.
- e) The PROVIDER is not responsible for data loss due to corruption, user error, computer error, computer failure, provider error, and power surges. The PROVIDER can recover data at a cost to the CUSTOMER.
- f) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
- g) All invoices are due and payable upon receipt. Equature owns the equipment until year 5 payment is received.

III. Maintenance of Equipment

- a) PROVIDER shall provide service on equipment covered by Maintenance Agreement 24 hours per day, seven days per week with a one-hour response time.
- b) Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use.
- c) Maintenance required due to fault of negligence of the CUSTOMER shall be charged at the current hourly rates.
- d) Preventative maintenance shall be performed on a scheduled basis according to data processing volume.

IV. Excusable Delays / Force Majeure

PROVIDER shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of service resulting directly from acts of God, acts of government, war or national emergency, accident, fires, riots, strikes, labor disputes, action or inaction where action is required by the CUSTOMER, damage to or delay of equipment in route, or for any indirect or consequential damage for any delay or failure or performance under this Agreement.

V. Default

In the event CUSTOMER fails to make the maintenance payment as herein provided or fails to observe or perform any term or conditions hereof, and such default shall continue for a period of twenty (20) days after PROVIDER shall have given written notice thereof, then PROVIDER may, at its option, and in addition and without prejudice to any other remedies, declare the entire amount of unpaid charges immediately due and payable, and/or terminate this Agreement.

VI. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

VII. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

VIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan exclusive of its conflicts of law provisions.

IX. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

X. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

Proposal Incentive Expiration Date: 7/31/2022