



**Reprinted
Purchase Order
No. 2022-00000313**

DATE 05/24/2022

Ph. (970) 244-1546

Fax

Ship To
City of Grand Junction
Fire Administration
625 Ute Avenue
Grand Junction, CO 81501

Bill To
City of Grand Junction
Fire Administration
625 Ute Avenue
Grand Junction, CO 81501

Vendor
VENDOR NO. 5722
NITV Federal Services, LLC
ACH
11400 Fortune Circle
West Palm Beach, FL 33414
Phone: (561) 798-6280

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid .Allow
Payment Terms: Net 30 Days
Buyer Name: Kassandra Hackett
Buyer Email: kassyh@gjcity.org

Ref: Quote #5554. Sole Source on file.

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - CVSA Computer 107-530-615.6105 - Operating Supply 10,995.00	Complete	10,995.0000	\$10,995.00
PURCHASE ORDER TOTAL					\$10,995.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
Send invoices to suzannee@gjcity.org.

By: 

**CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM**

Date: <u>18 May 2022</u>	Requested By: <u>Gus Hendricks</u>
Department: <u>Fire</u>	Division: <u>Administration</u>
Vendor Name: <u>NITV Federal Services, LLC</u>	Net Cost Delivered: \$ <u>10,995.00</u>

Provide G/L Account where funds are budgeted: 107.530.615.6105
 Project code, if applicable N/A

SOLE SOURCE JUSTIFICATION

(INITIAL ALL ENTRIES THAT APPLY)

Material/Service Description: Computer Voice Stress Analyzer

1. XX - The vendor is the original equipment supplier/manufacturer and there are no regional distributors;
2. - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
3. XX - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
4. - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
5. - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
6. - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

**Attach Justification Memo and Pricing Documentation, then proceed with signatures below.
 After Dept Head approval, forward to Purchasing.**

Department Director Approval:

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: Ken Watkins, May 18, 2022
Department Head Signature Date

Purchasing Approval:

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: Jay Valentine, 5/20/2022
06BA36053ED0487 Date

Purchasing Manager Signature

Final Authorization

City Manager Approval Required (\$25K to \$50K) yes / no

Signed: _____, _____
City Manager Signature Date

City Council Approval Required (over \$50K) yes / no



To: Ken Watkins, Fire Chief
From: Gus Hendricks, Deputy fire Chief
Date: 18 May 2022
Subject: Sole Source Justification for CVSA Computer

As you are aware, the Grand Junction Fire Department is requesting the purchase of a Computer Voice Stress Analyzer. This computer and program are being used by the Grand Junction Police Department and will allow the fire department to complete their own pre-employment screening without the assistance of the police department. This sole source request is an update to the sole source request submitted in 2003. All vendor information for this company has been updated in the New World vendor section. This is an unbudgeted expense but will be captured in the First Responder Tax fund for the fire department since this is a necessary part of the expansion of the department.

Currently, there are more than 2,500 agencies, both in the U.S. and internationally, that are using this equipment for pre-employment screening. The cost of this computer (\$10,995.00) includes a week-long training for two individuals to name later. NITV Federal Services (NFS) is the sole source for Voice Stress Analysis (VSA) manufacturer holding patents for its VSA technologies. The FACT® scoring system is exclusively offered by NFS and can precisely quantify stress in the human voice to evaluate CVSA® examination charts as Deceptive or Non-Deceptive with an accuracy level greater than 98%.

We anticipate purchasing this equipment in May and sending two employees to training in July 2022.

For more information about this product, please visit their website at www.cvsal.com or contact them at (561) 798-6280.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

IMPORTANT READ CAREFULLY: This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and the NITV Federal Services, LLC (NFS) which installed the Computer Voice Stress Analyzer® (SOFTWARE PRODUCT or SOFTWARE) on a Dell Latitude or other Dell Computer (COMPUTER). The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any online or electronic documentation. Once the EULA is signed by any member of said entity or the CVSA® is used by anyone employed by said entity, it is understood and agreed to be bound by the terms of this EULA.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. **The CVSA SOFTWARE PRODUCT is licensed, not sold.**

- I. **GRANT OF LICENSE.** This EULA grants you the following rights:
 - **Software.** You may use this copy of the SOFTWARE PRODUCT (CVSA Program) only on the COMPUTER described below in this Agreement.

- II. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
 - **Limitation on Reverse Engineering, De-compilation and Disassembly.** You may not reverse engineer, de-compile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
 - **Separation of Components.** The SOFTWARE PRODUCT (CVSA) is licensed as a single product. Its component parts may not be separated for use on any other computer.
 - **Single COMPUTER.** The SOFTWARE PRODUCT is licensed with the COMPUTER described below as a single integrated product. This license specifically excludes any use, review, evaluation, research & development (R&D), scientific testing or analysis of the CVSA SOFTWARE PRODUCT by the user or any third parties not specifically authorized by NFS.
 - **Rental.** You may not rent, lease, assign, sub-lease, loan, sell, or otherwise transfer any rights to the SOFTWARE PRODUCT or COMPUTER under this agreement.
 - **Termination.** Without prejudice to any other rights, NFS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must return the computer in question in order to allow NFS to destroy all copies of the SOFTWARE PRODUCT and all of its component parts. The computer will then be returned minus the CVSA program.

- III. **UPGRADES.** If you receive a CVSA SOFTWARE PRODUCT upgrade, you may use that upgrade only in accordance with this EULA and added only to the computer described below.

- IV. **COPYRIGHT.** All title and copyrights in and to the CVSA SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, videos, audio, music, algorithms, text and “applets”) incorporated into the SOFTWARE PRODUCT, are owned by NFS or its suppliers. You may not copy the printed materials accompanying the CVSA SOFTWARE PRODUCT. All rights not specifically granted under this EULA are reserved by NFS.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

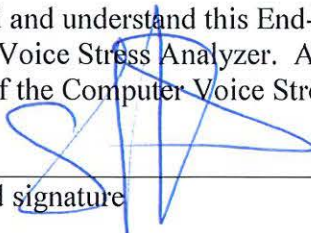
- V. **PRODUCT SUPPORT.** Product support for the SOFTWARE PRODUCT is provided by NFS. For product support, or if you have any questions concerning this EULA, please refer to the information provided in the CVSA User's Manual.
- VI. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFARS 252.227-7031 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is NFS, 11400 Fortune Circle, West Palm Beach, FL 33414.
- VII. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, Licensee and its Employees, agents, and duly authorized users shall be exposed to certain information concerning the business, products, proposed new products, customers and related information concerning NFS or the CVSA which is not known to the public ("Confidential Information"). Licensee agrees not to disclose or otherwise make such Confidential Information available to third parties or to make any use of such Confidential Information without prior written consent of NFS, which consent may be withheld in NFS's sole and arbitrary discretion. Licensee shall be liable for any and all damages, costs, and attorney's fees incurred by reason of a breach of this provision, or any other provision of this Agreement, whether directly by Licensee or any user Licensee employs or otherwise directly or indirectly, has enabled access to the Confidential Information. Licensee shall be responsible for all damages including but not limited to, incidental and consequential damages. This license agreement in no way supersedes any state or local statute, and this section shall not apply to any disclosure required by law.
- VIII. **CAVEAT.** NFS sells the Computer Voice Stress Analyzer as an *investigative tool*. The results of any testing should not be used as a final determinant, nor should the results of any test be included in a *probable cause* affidavit. The results of a CVSA examination should not be used to obtain an arrest or search warrant.
- IX. **EXPORT CONTROL WARNING: The CVSA is classified as a Restricted Crime Control Technology by the US Department of Commerce and subject to Export Licensing by the US Government. The CVSA should not be removed from the US without an Export Determination by the US Government. Violations are subject to severe fines and possible CRIMINAL PROSECUTION.**
- X. **NFS has advised purchaser of the option to secure extended 4-year Dell warranty at an additional cost.**
- 4-year on-site Dell Warranty included in purchase price.
 - Purchaser agrees to purchase a 4-year on-site Dell warranty.
 - Purchaser declines purchase to buy 4-year warranty.
- XI. **SUMMARY:**
- The Licensee understands that the CVSA software is limited to their use for the purposes intended. The CVSA program can never be copied or transferred to any other computer or device. Further, any modification to the hardware on which the CVSA software resides, other than by an authorized Dell or NFS Service Technician, is grounds to invalidate this EULA.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

- The Print Utility, as required, may be copied and installed on any other computer for the purposes of reading VSA files or printing.
- The NFS agrees to reload the CVSA program on a Licensee's CVSA in the event of a hardware failure.

The warranty on the COMPUTER and SOFTWARE PRODUCT will be in effect when this document is signed and returned to NFS, and when the CVSA® is shipped to purchaser.

I have read and understand this End-User License Agreement and Limited Warranty for the Computer Voice Stress Analyzer. Authorized Company or Agency Representative for the purchase of the Computer Voice Stress Analyzer as described below:

Authorized signature  _____, Title Deputy chief

Printed name of authorized signature Gus Hendricks

Entity purchasing the CVSA City of Grand Junction

625 Ute Ave
(Address)

Grand Junction, CO 81501
(City, State, Zip)

970-549-5800 (Phone number) 970-549-5810 (Fax number- required)

gush@gjcity.org
(E-mail address required for transfer of warranty)

Signed this 18 day of May, 2022

(BELOW: FOR OFFICE USE ONLY)

(1) Dell Rugged (2) Dell Latitude (3) Other Dell

Model # _____

Number of Computers _____

Service Tag #'s _____



NITV FEDERAL SERVICES LLC

**11400 Fortune Circle,
West Palm Beach, FL 33414**

Phone: 561-798-6280

Estimate

Date	Estimate No.
5/17/2019	5554

**Grand Junction Fire Department
625 Ute Avenue
Grand Junction, CO 81501**

Description	Qty	Rate	Total
CVSA® III Instrument Dell Rugged 14 Model; purchase Includes two (2) student training slots (normally \$1395 each) and Dell 4-year Onsite Warranty (normally \$300); Students TBD to attend CVSA training location and date TBD. (CA Tax and Fees) **Additional discounted New Examiner training is available with this purchase **Additional discounted New Examiner training is available with this purchase	1	10,995.00	10,995.00
Total			\$10,995.00

This Estimate is good for 30 days. Please contact NFS to create an invoice. Thank you.