



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2450
Fax: 651.297.3996

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

TITLE: IN-CAR CAMERA SYSTEMS

DUE DATE: February 17, 2010

TIME: 3:00 p.m. Central Time



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50 Sherburne Avenue
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**REQUEST FOR PROPOSAL
(RFP)**

TITLE: In-Car Camera Systems

DUE DATE: February 17, 2010

TIME: 3:00 P.M. CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Bernadette Kopischke, CPPB
Acquisitions Supervisor
Bernie.kopischke@state.mn.us

PHONE: 651.201.2450

FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution to February 19, 2012, with the option to renew up to 36 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide In-Car Camera Systems. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Bernadette Kopischke, CPPB
Acquisitions Supervisor
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: Bernie.kopischke@state.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	January 20, 2010
Cutoff Date for Questions	January 27, 2010, 4:30 p.m. CT
Response Due Date	February 17, 2010

SUBMITTING QUESTIONS

The deadline for submitting questions is January 27, 2010, 4:30 p.m. CT. Questions must be submitted in writing to the Acquisition Management Specialist listed above. All questions received by the cutoff date will be responded to via an addendum to all RFP holders.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION

This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. PREPARATION OF RESPONSE

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. The use of **correction fluid or typewriter correction tape is considered an alteration.**
- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title. **ONE ORIGINAL and five (5) copies** of the response are requested.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

- c. The **AFFIRMATIVE ACTION DATA PAGE** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, Subd. 1, as amended, pertaining to affirmative action certificates of compliance.
- d. The **TRADE SECRET INFORMATION FORM** should be filled out and returned with your response.
- e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.
- f. The **SERVICE and DELIVERY** form should be completed and returned with the response.
- g. Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response.
- h. The **ENVIRONMENTAL REPORTS** should be completed and returned with the response.
- i. When included, the **EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS** form should be completed and returned with the response.

- j. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.
 - k. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.
 - l. The **Immigration Status Certification** form should be completed and returned with the response.
3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
 4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
 5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
 6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 54 and 60 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.
 7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.
 8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
 9. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
 10. **CONTRACT DOCUMENTS.** Contract documents, including the bond and insurance requirements in the RFP, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.
 11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
 12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP and where the State believes, at its sole discretion, that it will receive the best value. First consideration will be given to the responder with the highest total points. In the event that contract negotiations are unsuccessful, the responder with the next highest

number of points will be selected for consideration. The final award decision will be made by the commissioner of Administration or designate. The Commissioner may accept or reject the recommendation of the evaluation team.

13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
14. **INSURANCE.** The successful responder will be required to provide a copy of a Certificate of Insurance, including the **workers' compensation insurance** coverage requirements of Minn. Stat. § 176.181, subd. 2, as per the attached **CERTIFICATE OF INSURANCE**, prior to execution of the Contract.
15. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
 - a. clearly mark all trade secret materials in its response at the time of the response is submitted,
 - b. include a statement with its response justifying the trade secret designation for each item, and
 - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a Contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
 - a. Reject any and all responses received;
 - b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
 - c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;

- d. Negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. Request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.
18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.
19. **TAXES. DO NOT** add sales tax to the prices being offered. State agencies are subject to paying Minnesota sales and use taxes. Taxes will be paid to the Department of Revenue using Direct Payment Permit 1114, unless otherwise instructed in the Special Terms and Conditions of this solicitation. If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the purchaser.
20. **PURCHASING CARDS.** Contract Vendors will accept a purchasing card for order placement, in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State.
21. **PRICES.** Prices shall remain firm for the life of the Contract unless escalation is allowed in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.
- a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.
 - b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.
22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.
23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, installation, and during the entire time the goods and/or equipment are in possession of the State, unless and until such time as unencumbered title is vested in the State and the goods and/or equipment are in exclusive possession of the State.
24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.
25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management

Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.
28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.
29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
31. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration's Communication Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

32. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

Bernadette Kopischke
Acquisitions Supervisor
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155

Fax: 651.297.3996

33. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

34. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

- a. Gives the responder taking the exception a competitive advantage over other vendors, or
- b. Gives the State something significantly different from that which the State requested.

35. **OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

36. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

37. **AMENDMENT(S).** At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved

Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

38. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

39. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

40. **NONVISUAL ACCESS STANDARDS.** Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

41. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.
42. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
43. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
44. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

45. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

46. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

47. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification, Hold Harmless, and Limitation of Liability 9. State Audits, 15. Government Data Practices, 24. Governing Law, 25. Jurisdiction and Venue, 59. Intellectual Property Indemnification, and 31. Publicity.
48. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
49. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.
- a. Covered Contracts and Contract Vendors. If the Contract exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, Subd. 1, because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
 - b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and Contract consequences in that event. A Contract awarded without a certificate of compliance may be voided.
 - c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports;

procedures for compliance review; and Contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- d. **Disabled Workers.** The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

“AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.
- f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

- 50. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.
- 51. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.
- 52. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not

operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.

53. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.
54. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.
55. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.

56. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.65 Subd. 3 Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
57. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.
58. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.
59. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either

procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

60. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing and submitting a response to this solicitation, Contractor/Responder certifies that they have read and will comply with Laws of Minnesota, 2007, Chapter 57 (to be codified at Minn. Stat. §§ 325E.385-325E.388) as provided below.

325E.385 PRODUCTS CONTAINING POLYBROMINATED DIPHENYL ETHER.

Subdivision 1. **Definitions.** For the purposes of sections 325E.386 to 325E.388, the terms in this section have the meanings given them.

Subd. 2. **Commercial decabromodiphenyl ether.** "Commercial decabromodiphenyl ether" means the chemical mixture of decabromodiphenyl ether, including associated polybrominated diphenyl ether impurities not intentionally added.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of Pollution Control Agency.

Subd. 4. **Manufacturer.** "Manufacturer" means any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces a product containing polybrominated diphenyl ethers or an importer or domestic distributor of a noncomestible product containing polybrominated diphenyl ethers.

Subd. 5. **Polybrominated diphenyl ethers or PBDE's.** "Polybrominated diphenyl ethers" or "PBDE's" means chemical forms that consist of diphenyl ethers bound with bromine atoms. Polybrominated diphenyl ethers include, but are not limited to, the three primary forms of the commercial mixtures known as pentabromodiphenyl ether, octabromodiphenyl ether, and decabromodiphenyl ether.

Subd. 6. **Retailer.** "Retailer" means a person who offers a product for sale at retail through any means, including, but not limited to, remote offerings such as sales outlets, catalogs, or the Internet, but does not include a sale that is a wholesale transaction with a distributor or a retailer.

Subd 7. **Used product.** "Used product" means any product that has been previously owned, purchased, or sold in commerce. Used product does not include any product manufactured after January 1, 2008.

325E.386 PRODUCTS CONTAINING CERTAIN POLYBROMINATED DIPHENYL ETHERS BANNED; EXEMPTIONS.

Subdivision. 1. **Penta- and octabromodiphenyl ethers.** Except as provided in subdivision 3, beginning January 1, 2008, a person may not manufacture, process, or distribute in commerce a product or flame-retardant part of a product containing more than one-tenth of one percent of pentabromodiphenyl ether or octabromodiphenyl ether by mass.

Subd. 2. **Exemptions.** The following products containing polybrominated diphenyl ethers are exempt from subdivision 1 and section 325E.387, subdivision 2:

(1) the sale or distribution of any used transportation vehicle with component parts containing polybrominated diphenyl ethers;

(2) the sale or distribution of any used transportation vehicle parts or new transportation vehicle parts manufactured before January 1, 2008, that contain polybrominated diphenyl ethers;

(3) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of equipment containing polybrominated diphenyl ethers and used primarily for military or federally funded space program applications. This exemption does not cover consumer-based goods with broad applicability;

(4) the sale or distribution by a business, charity, public entity, or private party of any used product containing polybrominated diphenyl ethers;

(5) the manufacture, sale, or distribution of new carpet cushion made from recycled foam containing more than one-tenth of one percent polybrominated diphenyl ether;

(6) medical devices; or

(7) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of telecommunications equipment containing polybrominated diphenyl ethers used by entities eligible to hold authorization in the Public Safety Pool under Code of Federal Regulations, title 47, part 90.

In-state retailers in possession of products on January 1, 2008, that are banned for sale under subdivision 1 may exhaust their stock through sales to the public. Nothing in this section restricts the ability of a manufacturer, importer, or distributor from transporting products containing polybrominated diphenyl ethers through the state, or storing such products in the state for later distribution outside the state.

325E.388 PENALTIES. A manufacturer who violates sections 325E.386 to 325E.388 is subject to a civil penalty not to exceed \$1,000 for each violation in the case of a first offense. A manufacturer is subject to a civil penalty not to exceed \$5,000 for each repeat offense. Penalties collected under this section must be deposited in an account in the

special revenue fund and are appropriated in fiscal years 2008 and 2009 to the commissioner to implement and enforce this section.

61. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders **MUST** certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.

62. **STATE EMPLOYEE PARTICIPATION.** Not Applicable.

63. **VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE.** In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses of which the principal place of business is in Minnesota will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

64. **PREVAILING WAGE.** Not Applicable.

65. **BACKGROUND CHECKS.** Not Applicable.

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. §13.591.
- ☐ My bid/proposal **does** contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this ____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: _____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award).

Unless specified otherwise in the Special Terms and Conditions, the report on Contract usage must consist of the total dollars expended, broken down by:

- State agencies
- CPV members

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

- Annually, or as requested
- Final report after the end of the Contract

See the next page of an example of the data fields that are needed in your usage report.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient	EM = Remanufactured
LT = Less Toxic	RE = Repair
PB = Plant-based	US = Used
RB = Rebuilt	WC = Water Conserving
RC = Recycled Content	MU = Multiple Codes Specify: _____
(post-consumer: _____ %)	TO = Other Specify: _____
RK = Reduced Packaging	NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here: ☐ _____.

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☐ Yes ☐ No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at
www.mmd.admin.state.mn.us/mn02000.htm.

(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? ☐ Yes ☐ No

Are you an independent contractor? ☐ Yes ☐ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

(01/08)

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by either (check the box that applies and attach the certification documents with your response):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Provide this form and the documentation above with your response. If you don't check a box above, or you don't provide the requested documentation, or you do not return this form, you will not be considered for this preference.

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. **ESTIMATED AMOUNT.** The estimated total dollar value of the Contract for **the nine months** is \$1,000,000 to \$2,000,000. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.
2. **PROJECT OVERVIEW.** The Department of Public Safety (DPS) anticipates 500 – 600 digital in-car cameras will be available through a grant process for law enforcement during the first nine months of the 2010 calendar year. This technology is intended for vehicles used by line officers or deputies whose primary responsibility is patrolling and interacting with the public, special unit vehicles such as canine or traffic units, and vehicles used by first line supervisors responsible for supervising the officers mentioned above. The cameras are not intended for vehicles used for investigative or higher-level executive or administrative officers. The cameras purchased from the grant process will be made available for vehicles that don't have a camera in them.

However, this Contract will also be made available to State agencies and CPV members that do not qualify for the grant program, but may want to upgrade current equipment.

3. **GOAL.** It is the goal of the State to provide options of in-car camera systems from which qualifying law enforcement agencies can select from based on an agency's requirements. To that end, this RFP contains four attachments, each containing a different specification. Attachment A contains a specification for a DVD system; Attachment B is for a camera that acts like a rear view mirror; Attachment C is camera system that uses a flash card (data card) that is transferred to a computer for downloading or wireless data transfer; and Attachment D is for a camera that links to the laptop computer in the squad car.
4. **AWARD.** Responders may propose equipment that complies with the specifications in any one, more than one, or all of the Attachments. The State reserves the right to award to more than one responder.
5. **DELIVERY REQUIREMENTS.** One order will be issued for the cameras that qualify for the grant program. Delivery of those cameras will be to one location. Responders must indicate the length of time between receipt of this order and guaranteed delivery date _____.

Responders must also indicate the length of time between receipt of an order and guaranteed delivery date for orders that are placed from entities that do not qualify for the grant program _____.

6. **RESPONDER REQUIREMENTS.** Responders shall provide the following information in their response, in the order listed below.
 - A. Provide a comprehensive description of training materials that will be provided to law enforcement agencies, and submit samples of all materials.
 - B. Provide a description of the user training and back end server training that the Contract Vendor will make available.
 - C. Describe basic one-year warranty coverage and all optional, extended warranty coverage.
 - D. Provide a list of certified installation sites within the State of Minnesota, if installation cannot be accomplished by the end user.
 - E. Provide the exact make and model of the entire in-car camera system proposed so that testing can be run on all system features under live conditions. If the exact make and model of the products proposed are already installed in a vehicle, then the Responder will not be required to provide another camera system. The one already installed will be used for the test of the features under live conditions. A testing protocol will be developed by the State and will be used to test all products proposed.
 - F. Provide pricing and a discount break for quantity orders, as described in Attachment E – Pricing Proposal.

7. **EQUIPMENT REQUIREMENTS.** Responders are to reply with an affirmative statement that the equipment proposed will meet these requirements.
- A. All equipment must comply with the specifications in the appropriate Appendix, and be a current functional part of the in-car camera system at the time the camera is purchased.
 - B. All equipment must comply with or be brought into compliance within a 1-year time frame after the publication of any applicable state or federal standard.
 - C. All equipment offered must include mounting hardware, cables, and all necessary equipment for an installed and working system.
8. **CONTRACT VENDOR REQUIREMENTS.** Responders shall reply with an affirmative statement that, if awarded a contract, they will comply with the following requirements.
- A. Provide a quick reference laminated guide that summarizes the use and functions of the camera, for use inside the vehicle.
 - B. Participate in a 20 minute presentation describing the camera features and functions at five pre-determined site in Minnesota. The Contract Vendor must be available for questions immediately following the presentation. It is anticipated that the presentations will take place during a week in April or May.
 - C. Provide on-site training and 24-hour technical support.
 - D. If there is a problem with the camera and the camera is covered by either basic or extended warranty, provide overnight replacement of the same camera, at the Contract Vendor's expense.
9. **ADMINISTRATIVE FEE.** The State reserves the right, at any time during the Contract period, to amend the Contract to add Administrative fees. The amount of the fee and the frequency in which it will be required to be submitted will be called out in the Contract amendment. The Contract Vendor may be allowed to adjust the Contract pricing up to the percentage of any additional fee(s).
10. **ESCALATION.** Prices shall be firm for the initial term of the Contract. After the initial term of the Contract, escalation may be allowed based upon a demonstrable industry-wide or regional increase in the Contract Vendor's costs.
- Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.
11. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the AMS of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
12. **FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.
13. **PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will

not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

Costs for all accessories and installation charges, if any, must be detailed in an attachment to this Pricing Proposal page. Any charges not detailed here will not be paid by the State or any other end user.

14. **FREIGHT (FOB).** Orders shall be shipped FOB Destination, prepaid and allowed. Freight costs shall be included in the bid unit price.
15. **FOREIGN OUTSOURCING OF SERVICE CONTRACTS.** Responders to this solicitation are required to complete the Location of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.
16. **FOREIGN OUTSOURCING OF WORK PROHIBITED.** All services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.
17. **AWARD OF RELATED CONTRACTS.** In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
18. **SUBCONTRACTING.** The State does not preclude subcontracting among groups of vendors when responding to the solicitation. However, one vendor must submit a response on behalf of all the others in the group. **The vendor that submits the response will be considered legally responsible for the response (and the Contract, if awarded).**

Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract. After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the *Acquisitions Supervisor*, subcontract for the performance of any of the Contract Vendor's obligations *that were not already approved for subcontracting when the Contract was awarded*.

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contract Vendor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all **approved** subcontractors engaged by the Contract Vendor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations contemplated by the Contract.

19. **SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

20. **SOFTWARE AND LICENSING AGREEMENTS.** Responders are instructed to include with their bid any license agreements, maintenance agreements, or any other documents pertinent to this product. Review and approval by the State will be required prior to final award. Failure to provide any of the pertinent documents with your response may result in the State not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document and attachments to this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the Responder's ability to meet the requirements.

The Responder may submit preprinted marketing materials with the proposal. However, the Responder is advised that such materials normally do not address the specific responses which have been requested of the Responder. The Responder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

Each Responder must submit the pricing components (Attachment E) separated in a sealed envelope and marked **"Pricing Proposal."** All other applicable material must be submitted together and marked **"General Proposal."** Please indicate the reference number and/or title of the solicitation on the outside of your submitted items.

Submit **one original and five (5) additional copies** of the "General Proposal" response in written form. The original copy of the response must be signed by an authorized member of the firm and marked "Original." Submit one original of the "Pricing Proposal" in a separate sealed envelope, marked "Pricing Proposal. All Responses are to be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside.

All items from the listing of "Proposal Content" below should be submitted in the quantities listed above.

Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

Costs for developing a response to this RFP are entirely the Responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

PROPOSAL CONTENT. The following shall be considered **minimum** contents of the response and must be submitted in the order listed:

1. Signed RFP Cover Pages
2. This RFP Document, including vendor information and authorized signature. Other than the vendor information to be provided on the Cover Pages, Responder is not to alter the original RFP document. Responders are not required to submit a complete copy of the RFP document with each copy of the response – only with the original. **Alteration of the RFP document shall be grounds for immediate rejection of Responder's proposal, and, at the sole discretion of the State, suspension from future bidding opportunities.** If the Responder wishes to take exception to any of the State's terms, conditions, or required capabilities, the Responder must clearly label the proposed exceptions and group them together in the Transmittal Letter described below. **By submitting a signed response, the Responder certifies that they understand and agree that any exceptions not submitted in this manner and approved in writing by the AMS shall not be enforceable.**
3. Any Software Licensing Agreement as noted in Special Terms & Conditions.
4. A Transmittal Letter as outlined below, including any proposed exceptions to the terms and conditions of the RFP.
5. A CD containing all elements of the Responder's proposal.

For ease of responding, Responders must download the electronic files from the following links:

[http://www.mmd.admin.state.mn.us/process/admin/documents/136631-57\(5\)InCarCameraSystemsRFP.doc](http://www.mmd.admin.state.mn.us/process/admin/documents/136631-57(5)InCarCameraSystemsRFP.doc)

These documents must be filled out by each Responder. If the Responder is taking exception to any item listed in the documents, Responder should clearly indicate the exception being taken, in addition to the list of exceptions provided in the Transmittal Letter.

In order to download these files, enter the link's file path and name in your browser. When the file opens, use the "Save As..." feature to save the file. The "Save As" feature does not work from the link – you need to type the file name within your browser and open the spreadsheet to be able to save the document to disk. If you need assistance, please contact our helpline at 651.296.2600.

Attachment E is the "Pricing Proposal." Responders must submit Attachment E separately as outlined above. All other Attachments and the Contract Forms must be submitted as part of the "General Proposal." NO pricing information is to be included in the "General Proposal."

The Responder must have the cost proposal signed in ink by an authorized member of the firm. No cost information can be included within the body of the RFP proposal response. Seal cost proposal and submit separately.

COMPLETION OF RESPONSES. A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the Responder, may be rejected.

ACTING IN CASES OF DOUBTFUL RESPONSIBILITY. If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular Responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

EVALUATION

AWARD. The award will be made to the financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist(s)

Phase IV - Sign Contract(s)

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses

The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses

Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

As stated in Item 6E on page 28, a testing protocol will be developed by the State and will be used to test all products proposed.

Responses will be rated as follows:

System Functionality-LiveTest (6E)	300 Points
System Support	50 Points
Specification Compliance	100 Points
Delivery	50 Points
Business Background	50 Points
Warranty Coverages	50 Points
Training Program	50 Points
Cost	500 Points
Acceptance of Terms & Conditions	50 Points
TOTAL	1200 Points

As indicated above, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

If only one response is submitted to the solicitation, the State reserves the right to review the response submitted for compliance and to award without assigning points or to reject the offer and re-issue the solicitation, whatever is in the State's best interest.

Phase III - Select Finalist(s)

Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. Except at the invitation of the evaluation chairperson and with the approval of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

Phase IV - Sign Contract with Awarded Vendor.

TRANSMITTAL LETTER

A separate transmittal letter shall be included at the beginning of each response. The letter should be in the form of a standard business letter on the responder's letterhead. It must be signed by an individual authorized to sign a contract for the firm. The transmittal letter must include the following:

— **RESPONDER NAME, ADDRESS, CONTACT PERSON, E-MAIL ADDRESS, FAX AND TELEPHONE NUMBER.**

— **NOTICES.** All notices to the State shall comply with Item 33 of the General Terms, Conditions and Instructions. The Responder is required to provide the name, title, address, phone and fax numbers where notices are to be sent.

— **BUSINESS BACKGROUND AND DIRECTION.** A statement of the responder's business history, pricing philosophy and how it applies to current and future Contracts, future business direction, summary of management's background, description of all current accounts which are similar to the Contract described herein relating to size, volume, and complexity, average delivery times, average percentage of on-time deliveries, average time to resolve problems, average maintenance response times and a statement that this Contract activity is authorized by the responder's corporate bylaws. Maximum of ten pages.

— **PREPARER(S).** A statement identifying the individuals who were involved in the preparation of the response.

— **ACCEPTANCE OF TERMS.** The contents of the RFP and the response of the successful responder will become contractual obligations, along with the final Contract, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The State is under no obligation to accept wording changes submitted by the responder. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

— **FLEXIBLE SCOPE.** A statement that the responder is committed to flexibility in the products and services offered in the response at the State's request.

— **PRICE EVALUATION.** A statement that the responder agrees that price evaluations will be based on the appendices, as structured, in response to this RFP.

— **INDEPENDENT PRICING.** A statement in which the responder certifies that, in connection with this Contract, the prices proposed have been arrived at without consultation, communication, or agreement, for the purpose of restricting competition.

— **SIGNER(S).** A statement guaranteeing that each person signing this response and addenda, if required, is the person in the responder's organization responsible for, or authorized to make, decisions as to the prices quoted in the cost response and that she/he has not participated and will not participate in any action contrary to those stated above. **NOTE:** A copy of corporate resolutions must accompany the transmittal letter, authorizing the person(s) signing and/or initialing the response to sign binding Contracts.

— **KEY PERSONNEL.** A statement identifying the key personnel who will act as Contract and/or project managers.

— **LIST OF SUBCONTRACTOR(S).** Attach a list of all proposed subcontractors, including:

- Title of the subcontractor business.
- Business address.
- Contact person at subcontractor business and phone number.
- Description of business function as it relates to the Contract.
- Notation whether or not the subcontractor is certified by the State as a Targeted Group Vendor.
- Notation that the subcontractor does not discriminate in its employment practices pursuant to Minn. Stat. Ch. 363.

— **SUBCONTRACTS.** None of the services to be provided by the Contract Vendor pursuant to the Contract shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity without the prior written consent of the State. The State shall review and approve subcontract language which shall be attached to the Contract as an exhibit or amendment and shall in no way alter the State Contract terms and conditions. All subcontracts shall contain provisions for State access to the subcontractor's books, documents, and records for inspections. No subcontract or delegation of work shall relieve or discharge the Contract Vendor from any obligation, provision, or liability under the Contract.

— **CONSENT.** A statement that the Contract Vendor shall not assign any part of its interest in the Contract without prior written consent of the State. This consent shall not be unreasonably withheld.

— **NONVISUAL ACCESS STANDARDS.** A statement describing technology-related products the responder can offer as part of its response that comply with the nonvisual access standards as set forth in Minn. Stat. Ch. 16C.145 and how those products are identified in the product listing. Provide information on the differences in quality, prices, and delivery.

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

(1) the identity of the company and its location (identify if subcontractor) performing services outside the United States;

(2) the location where services under the Contract will be performed;

(3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

- ☐ Attachment enclosed at (state where):

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

ATTACHMENT A – IN-CAR CAMERA DVD SYSTEMS

Item #	Specification	Meets Specification?	
		Yes	No
1	DVD-Video Recorder - The video system is to record onto rewritable DVD+RW discs designed to play directly on standard DVD players.		
2	Overhead Mounted System - The agency's vehicles have a minimum of space available in which to mount this equipment. Therefore, the vendor must offer a one-piece overhead mounted design that fits between the visors of vehicles that can accommodate an overhead mounted system. The overhead system is to include the DVD drive, a hard drive, processing hardware, 5" display screen, speakers, and backlit user controls. The camera and microphone components are to be separate from the overhead system so those components can be installed in their optimal locations.		
3	Padded Overhead Enclosure - All overhead mounted enclosures shall be padded and have rubber edges for occupant safety.		
4	Optional Modular Version - In order to be able to implement direct to DVD-Video technology in all vehicles used by the department, the vendor shall also offer modular unit version for alternative mounting. Trunk mounted systems will not be acceptable.		
5	Overhead Media Access - The DVD drive must be located in the overhead console so that DVD discs can be easily inserted or removed while seated in the driver's seat.		
6	Consolidated Hardware Enclosure - To eliminate unnecessary cables and connections and to ensure reliable data transfer, the DVD drive and all system processing circuitry and hardware shall reside in the same hardware enclosure.		
7	Integrated Automotive Grade Hard Drive - To ensure recording under all conditions, the system shall have an integrated automotive grade hard drive at least 40 gigabytes in size. The hard drive shall have a shock tolerance of at least 200Gs and an operational temperature range of -30C to +85C degrees. Due to the harsh environment in which these systems will be used, this hard drive must be of automotive grade.		
8	Graphical User Interface - For ease of operation, the system settings, hard drive playback, and supervisor controls are to be accessed through a graphical user interface. No text based user interfaces shall be acceptable. System keys and buttons shall provide a tactile feedback and an audio feedback on key presses.		
9	Selectable Officer Names - The system shall include a simple method for selecting a programmed officer name from a list for rapid login at shift changes. Individual officer preferences and settings are to be loaded and activated by merely selecting their name.		
10	Multiple Officers per DVD - The system must allow a new Officer name to be selected without changing the DVD in order to accommodate shared vehicles that may have multiple users. Each recorded event must record the Officer name that was logged in during that event.		
11	Saved Officer Setting - The system shall have user preference settings that include: LCD Screen Brightness, LED Indicator Brightness, Volume, and Front Camera Auto-Zoom. These setting shall be saved so that when the user logs back in, their settings are restored.		
12	DVD Drive Suspension System - To isolate the DVD recorder from shock and vibration, the DVD drive must be mounted in a spring loaded, silicone oil dampened suspension system. This suspension system must be efficient enough to allow the DVD burner to operate while in motion.		
13	High Quality Enclosure - In order to withstand the rigors of use, the overhead system must be constructed mainly of welded, powder-coated aluminum. For occupant safety, this enclosure must be padded and all edges must be rubber. Overhead dimensions shall not exceed 13.5" long, 5.5" high and 6" wide excluding mounting hardware.		
14	High Performance LCD Display - The system shall have a liquid crystal display (LCD) that is no less than five (5) inches (measured diagonally). The display shall have a typical brightness rating of at least 400 nits, a typical contrast ratio of at least 350:1, and a minimum viewing angle of 50 degrees left and right of center for a total of 100 degrees horizontally.		

Item #	Specification	Meets Specification?	
		Yes	No
15	High Quality Audio Subsystem - To ensure the clearest audio during playback even in a noisy environment, the system unit shall have 2 high performance speakers that are driven by a stereo audio amplifier with at least 6 watts of power.		
16	LED Indicators for Audio, Video and Record - To ensure Officer awareness, the system must have LED indicators showing record, microphone, and camera activity.		
17	System Power-Up Behavior Control - The system power behavior must be configurable to allow a supervisor to independently set the system to manually or automatically turn on or off with the vehicle.		
18	Real-Time DVD Burning - In order to eliminate any user or vehicle downtime, the system must burn video to the DVD in real-time regardless of whether the vehicle is in motion or not. Systems that require the vehicle to be stationary in order to burn the DVD will not be acceptable. Systems requiring a separate piece of hardware to burn the DVD (such as a laptop computer or DVD burning station) will not be acceptable.		
19	Adjustable Pre and Post Event Recording - The system must be capable of automatically capturing and appending both pre-event and post-event video for as little as 15 seconds and up to 10 minutes per event. These settings are to be independently adjustable and restricted by a supervisor. Pre- and post-event times must be continuous with the record event. Systems that record pre- and post-event times onto separate video events will not be acceptable.		
20	Simultaneous Record and Playback - System shall be able to playback previously recorded video while simultaneously recording new video.		
21	Disc Usage Meter and Low Disc Warnings - The system shall have an on-screen Disc Usage Meter that graphically shows the user how much video is on the current DVD and how much space remains. Additionally, the system shall have audible and visual warnings when the disc is nearing its capacity.		
22	Automatic Disc Overflow Handling - When a DVD fills to video capacity during a recording, the system will automatically store overflow video on the integrated hard drive until a new DVD is inserted. The system shall be capable of "overflowing" at least five (5) full DVDs.		
23	Covert Recording - To allow the user to covertly record, the system shall have the ability for the user to quickly disable the system's screen and LED indicators while remaining in its current recording state.		
24	Crash Detection - The system must include a 3-axis, solid-state crash detection sensor. In order to prevent improper installation, the sensor must be factory integrated into the system enclosure. Settings must be provided through the system's graphical menu to allow the agency to choose an appropriate crash sensor sensitivity level in order to minimize false crash detections.		
25	Record Triggers - The emergency lights, siren, auxiliary, wireless microphone, and crash detection sensor can all be programmed to automatically activate the recorder.		
26	Event Categorization - System must allow record events to be categorized via the on screen menu. Categorization selections must be administratively configurable.		
27	Programmable Event Categories - System must allow the agency to program up to six different event category prompts in order to collect data deemed relevant regarding each record event. Event prompts must display automatically after each event recording has been stopped by the Officer. Prompts must not preclude the system from continuing to record video to its buffer.		
28	Recorded Metadata - System must record event metadata including but not limited to event category, date, time, officer name, record status, microphone status, emergency lighting status, brake status, GPS coordinates, etc. for fast searching and video navigation.		
29	Auto Stop - The system must have a means of detecting when the system is inadvertently left in record mode. The system must allow an option to prompt the user or automatically stop the record event.		

Item #	Specification	Meets Specification?	
		Yes	No
30	Multiple Camera Support - The system must support a minimum of three (3) cameras. Users must be able to activate the cameras through the system's graphical menu. LED indicators for each camera shall be present and illuminate when its corresponding camera is active.		
31	Combination Camera - All units shall come standard with two (2) high resolution color cameras built into the same camera housing; a front zoom camera, and a color backseat camera.		
32	Zoom Camera - The front zoom camera shall be capable of a total zoom of 22x optical zoom and capable of up to a 12x digital zoom.		
33	Camera Controls - The front zoom camera must have backlit controls on the camera back for auto-zoom, zoom in, zoom out, auto-focus, focus far, focus near, back light compensation, and night view mode. All camera controls must also be accessible using the system front panel.		
34	Sony EX-View Camera - The front camera shall be equal to the Sony EX-VIEW chipset with Anti-Blooming and up to 0.03 LUX sensitivity. Proof of "equal" shall be the responsibility of the bidder and shall be submitted with the bid if not using the Sony EX-VIEW chipset.		
35	Backseat Camera - The back seat camera must be a high resolution color camera with at least 450 TV lines of resolution and provide at least 0.35 LUX sensitivity. Black & White cameras shall not be acceptable. Bid price must include a color backseat camera.		
36	Infrared Illumination - The combination camera shall have rear facing infrared illumination for back seat recording in low light conditions.		
37	Nighttime Optimization - The camera's nighttime optimization setting (Night Mode) must engage and disengage automatically by the DVR without any user intervention in order to eliminate the possibility of the user forgetting to enable Night Mode.		
38	Separate Audio Channels - In order to isolate the audio during playback between the wireless microphone and the cabin microphone using a standard left/right stereo fader control, the system shall record the two audio tracks separately onto the left or right channel.		
39	Simultaneous Audio Recording - Both audio recording sources must be able to record regardless of what cameras are being recorded.		
40	2.4 GHz Digital Wireless System - The system must include a digital 2.4 GHz wireless microphone system consisting of a belt back transceiver and a charging / synchronization base.		
41	2.4 GHz Digital Wireless Transceiver - The belt pack transceiver must include a replaceable lithium ion rechargeable battery. The transceiver must have its primary audio pick-up built into the transmitter so full operation is possible without a wired lapel microphone.		
42	Multi-Mode Transceiver Alerts - Transceiver shall allow the user to set the transceiver's alert mode to accommodate all tactical environments. Alert modes shall include: Beep Only, Beep and Vibrate, Vibrate Only, and Silent.		
43	Variable Transmit Power - In order to produce the longest battery life, the transceiver shall utilize automatic Variable Transmit Power so only necessary transmitting power is used. When needed however, the Transceiver shall automatically transmit at the FCC's maximum allowable power of 50 milliwatts.		
44	Automatic Microphone Activation - The wireless microphone must have the ability to trigger the camera to record, and the camera system must be able to automatically turn on the wireless microphone when the recorder is activated.		
45	Charging / Synchronization Base - The wireless microphone shall include an in-car charging / docking base that automatically synchronizes the communication link when the belt pack transmitter is docked into the base. The Base must also have LED indicators for "charging" state and "in-use" state.		

Item #	Specification	Meets Specification?	
		Yes	No
46	Microphone Power Management - To simplify installation, the charging/docking station must draw power from the video system, and does not require running additional power cables from the vehicle's electrical system. In addition, when the system is turned off, it must automatically cut power to the Charging Base after allowing the wireless transceiver to fully charge in order to minimize power drain on the vehicle's battery.		
47	Unique Synchronization - Any wireless transmitter(s) shall be capable of synchronizing to any base via the docking cradle which will disable any previously docked transmitter.		
48	40 Digital Channels - The wireless recording system shall consist of 40 individual channels to avoid multiple systems at the same incident recording on another system.		
49	Cabin Microphone - Each system must include an internal cabin microphone that will record on a separate sound audio channel from the wireless microphone system when activated. This microphone must be amplified in order to clearly pick-up even the faintest of conversations. Additionally, this microphone must be wired and extendable so that it may be installed in an optimal location for any type of vehicle.		
50	Charging and Talk Time - The wireless microphone transceiver with low battery shall become fully charged within 3 hours of being placed in the charging station. When in-use, the wireless transceiver shall allow for up to 8 hours of talk time.		
51	Automatic Chapter Segmentation - The system must automatically create chapter start and stop points for each recorded (traffic stop) event. Each chapter is to include any user programmed Pre and/or Post event footage in the same order as the logical timeline.		
52	DVD Disc Start-Up Menu - The DVD discs must be authored so that when the DVD disc is inserted into a standard DVD player; a chapter menu will be displayed allowing the operator to select a specific traffic stop to play.		
53	Selectable Chapter Menu Thumbnails - The chapter menu must label each chapter with the time and date recorded and display a thumbnail image taken from the video for easy identification.		
54	On Screen Text - The system is to record meta data information on the DVD in the closed captioning layer so that the meta data can be turned on or off during playback without the use of proprietary software or hardware. Meta data information is to include time, date, status of emergency lights, brakes, wireless microphone, auxiliary input, crash detection state, as well as vehicle ID and officer name. Due to the unnecessary distraction, systems that flash on-screen metadata will not be acceptable. Systems that require the viewer to have special software in order to hide metadata will not be acceptable.		
55	Up to 8 Hour Discs - The system shall offer at least 4 different selectable recording quality modes; including modes that fit approximately 2,4,6, or 8 hours of video onto a single DVD disc. Recording time may be affected by variable bit rate (VBR).		
56	Split Screen - The user shall have the ability to display any two cameras on screen in a split screen format. The recorded DVD must record both images simultaneously so they are viewable when the DVD is played in a regular DVD player. Systems that limit DVD recording and playback to only one camera at a time will not be acceptable.		
57	No Deleting or Overwriting Video Shall be Possible - To guarantee data security and integrity, the system shall be able to ensure that the user cannot delete, edit, or erase video data from either the hard drive buffer or the DVD disc. Reuse of DVDs may be permitted under supervisor controls.		
58	Automatic DVD Back-Up - In order to recover lost or damaged DVDs, the system must be capable of archiving six (6) full DVDs on its integrated hard drive. Duplication shall be possible through the system's graphical menu and have the ability to be password protected.		
59	Supervisor Controls - The system must provide the ability to restrict access to any and all settings by way of supervisor passwords. Multiple supervisors and supervisor passwords must be supported.		

Item #	Specification	Meets Specification?	
		Yes	No
60	Media Security - Access to the DVD drive must be secured by a lock to protect from unauthorized access.		
61	Video Authentication - Video must be embedded with at least a 128-bit encrypted data stream in order to allow DVD authentication. System must provide software at no additional price to perform disc authentication in a variety of locations such as courtroom locations. Original events copied from an original DVD for court presentation or attorney viewing must also be able to be authenticated. Copy authentication must prove the event is complete and has not been altered in any way. Simply recording onto a write once media will not be sufficient without an electronic authentication measure.		
62	Cables - The system will include cables necessary for a complete vehicle installation including all power cables, all vehicle system input cables, etc.		
63	Optional GPS - The system must offer the capability of maintaining the location of the patrol vehicle by Global Positioning System (GPS). When installed, the system shall be able to show vehicle coordinates and speed in the on screen text and recorded meta data. Additionally, GPS shall allow the system to automatically and continually update its date and time to ensure accuracy across the fleet.		
64	One Year Warranty - Warranty shall be a minimum of one (1) year from the date of shipment.		
65	Remote Control Interface - Vendor must publish a remote control interface that allows integrators of technology such as (but not limited to) Project 54 to develop compliance and functionality with the in-car video system.		
66	Free System Firmware Upgrades by Disc - System shall have the ability to easily upgrade the software features by inserting a CD or DVD disc with an updated firmware file. Firmware updates shall be free for the life of the product.		
67	Configuration Management Software - In order to preserve password security and ensure a uniform deployment, the system must include supplemental software which permits the user to pre-populate all vehicle and officer configuration selections to each system via CD. (i.e. Officers, department, vehicle ID, system settings, passwords, etc.)		
68	DVD-Video Copying Software - System must include software allowing a single recording to be quickly copied from original DVD playable discs. Additionally, software should also allow full copies to be made as well. Copies shall also be DVD-Video discs and play on any consumer based DVD player.		
69	Software Licensing and Annual Fees - Configuration Management and DVD Copying software shall be able to be installed on any workstation or laptop owned by the agency, at the agency's discretion, without any software license fees or annual maintenance fees.		

Exceptions to Specifications

Responders must provide detailed explanation for any specifications not fully met by the proposed product. Indicate both the Item # and explanation for each exception taken. This information should be supplied on a separate sheet(s) titled "Exceptions to Attachment A Specifications".

ATTACHMENT B – IN-CAR CAMERA SYSTEM, REAR VIEW MIRROR MODEL

Item #	Specification	Meets Specification?	
		Yes	No
1.	<u>DIGITAL SYSTEM AND COMPONENTS</u>		
1.1	The proposed solution shall be a complete in-car video system contained almost completely within the body of a replacement automobile rear view mirror.		
1.2	The proposed solution shall utilize an extremely compact, high-quality, color, 120X zoom video camera, mounted in an external housing (10X Optical, 12X Digital). The main component of the proposed solution must be mounted in a suspension system that isolates the unit from shock and vibration. This suspension system must allow the main component to operate while in motion. Responders must describe this functionality in complete detail.		
1.3	The proposed solution shall contain the digital video/audio recorder, storage memory, GPS receiver, wireless microphone, rear facing internal surveillance camera, IR LED's for internal illumination and backlit system controls.		
1.4	The display of the main component of the proposed solution must be designed to withstand rigorous use. The main component must not exceed 11.5" x 3.78" x 1.6" in size (excluding mounting hardware). The weight of the mirror, including all contained system components shall be approximately 25 oz. The proposed solution shall have an operating temperature range of -4F to +167F (20 C to +75C) degrees.		
1.5	The rear view mirror shall house a minimum of 3.5" diagonal, 640x480 Ultra-Bright 1000 NIT TFT LCD Color Monitor, which shall be mounted behind the mirror glass. The monitor shall be invisible when not in operation or when used in covert more or monitor off mode. The monitor must meet the reflectivity requirements set by the National Highway Traffic Safety Administration (NHTSA).		
1.6	The proposed solution shall be capable of recording pre-event data up to a minimum of 60 seconds.		
1.7	The proposed solution must provide the ability to restrict access to any and all settings with supervisor passwords. The proposed solution should support multiple supervisors and supervisor passwords		
1.8	The proposed solution must have an electronic locking media door with Pin Code security and shall automatically power down before accessing the CF card area of the system. Access to the CF card area must be secured to protect from unauthorized access. Responders must describe this functionality in complete detail.		
1.9	The video files of the proposed solution must be watermarked to prevent tampering or alteration of the recordings.		
1.10	The proposed solution must have the ability to mark a segment of video to show current GPS location.		
1.11	The proposed solution must have Auto-Zoom capability in which the push of a button the camera will zoom in to a preset magnification automatically focus and then zoom back out to the widest view. The system must be capable of allowing the operator to set the zoom.		
1.12	The proposed solution shall have the following minimum controls: Power On/Off, Mark, Record, Stop, Auto Zoom, Manual Zoom, In-Car Microphone – On/Off and Front/Rear Camera Menu.		
1.13	The proposed solution shall have the ability and connectors for the following minimum connections: Power In/Triggers In/Radar Speed Data In, Front Camera In, External Camera In, Aux Camera In, External Microphone In, Audio/Video Out, Audio/Video In, Ethernet Port and USB 2.0 Port.		
1.14	The proposed solution must be programmable to have the emergency lights, siren, auxiliary, microphone and/or crash detection sensor programmed to automatically activate the recorder.		
1.15	The only two methods for the proposed solution to stop recording shall be by pressing the 'STOP' button or via Light Bar activation stop. The operator may stop the recording while the emergency vehicle lights and/or siren are still on.		
1.16	Recorded information cannot be overwritten, edited or deleted while in the Digital Recorder. It may only be erased using the PC application program and must require a password.		

Item #	Specification	Meets Specification?	
		Yes	No
1.17	At a minimum, the following information shall be available to be recorded (Menu Selection) to the Compact Flash media and be stored as Metadata: Text – (ie: Officer Name, Vehicle ID, Agency, Etc.), Camera – F/R (indication of which camera is recording), Date/Time – MOD/YR HR:MN, Radar Speeds – Patrol, Lock, Target, Vehicle speedometer speed, Light-bar Activated, Brake Depressed, Siren Activated, Event Mark, Internal Microphone On/Off, Remote Microphone On/Off, GPS Coordinates, Turn signal indicators.		
1.18	The following information shall be displayed on the monitor, but not Recorded to the media: Record time left – A warning shall be displayed when there are 30 minutes of record time remaining and when there are 10 minutes of record time remaining, Low Battery Voltage Warning, and Non-Operational Temperature Warning – Out of Temperature Range.		
1.19	The system shall be capable of the following minimum Display Functions, which are chosen by the administrator during setup. System shall be capable of displaying these functions or not on the monitor but metadata be recorded whether displayed or not: User ID, Vehicle ID, Camera – Front/Rear, Date – Month/Day/Year, Time – Hours/Minutes, GPS Coordinates, Radar Speeds – Patrol/Lock/Target, Patrol Vehicle Speedometer Speed, Light Bar Activated – LTS, Brake Depressed – BRK, Siren Activated – SRN, Event ID, Internal Microphone – ON/OFF, and Remote Microphone – External Mic 1 – EXT 1 and External Mic 2 – EXT 2.		
1.20	The Main Menu of the system shall, at a minimum, display the Agency's Logo (i.e. MSP), indication of the Record Time remaining, Software Version, User Name Selection and Password.		
1.21	The Main Menu of the proposed solution shall control the following minimum functions:		
1.21.1	Playback Mode		
1.21.2	Camera: Day/Night, Auto Focus – On/Off, Auto Zoom – 1-10 and IR LED's – On/Off		
1.21.3	Monitor: On/Off/Auto and Brightness Control 1-6		
1.21.4	Back Light: Brightness Control for control buttons and Outside LED indicators – ON/OFF		
1.21.5	Event ID		
1.21.6	Sync Remote Microphone		
1.21.7	Download via USB Port		
1.21.8	Settings: Vehicle Text – On/Off, Camera – On/Off, Date/Time – On/Off, GPS Coordinates - On/Off, Radar Speeds - On/Off, Vehicle Speedometer - On/Off, GPS Speed - On/Off, Light Bar Indicator - On/Off, Brake Light Indicator - On/Off, Siren Indicator - On/Off, Event Mark - On/Off, Internal Mic - On/Off and External Mic - On/Off.		
1.21.9	Record Mode: Record Mode – STD/HIGH, Automatic Login - On/Off, Pre-Login - On/Off, Record On Power Up - On/Off, Continuous Record - On/Off and Record Override Code – 00000 – 99999.		
1.21.10	Record Triggers: Light Bar – Y/N, Siren – Y/N, Record Stop – Y/N, Light Bar Off Auto Stop - On/Off, and Post-Event Stop Delay mm:ss – 00:00 – 99:99.		
1.21.11	Internal Microphone: Pre-Event - On/Off, Default - On/Off and Record Stop - On/Off.		
1.21.12	External Microphone: Auto Activation - On/Off, Auto Stop - On/Off and Record Stop - On/Off		
1.21.13	Radar Interface: Kustom, Stalker, MPH, DEI and Other.		
1.21.14	Power: Power Button Shut Down - On/Off, Ignition Shut Down – Enable/Disable, Delay in Record – Select minutes before shut down and Delay in non-record – Select minutes before shut down.		
1.22	The proposed solution shall be capable of Pass-Thru Audio. The Pass-Thru Audio feature allows an officer (inside the patrol vehicle to hear live audio direct from the remote microphone of another officer outside of the vehicle, during a traffic stop.		
1.23	Internal memory for the time, date and settings shall be retained by a method to assure information is secure from loss for a minimum 5-year life expectancy.		
2.			

Item #	Specification	Meets Specification?	
		Yes	No
2.	CAMERAS		
2.1	Main Camera		
2.1.1	The main camera shall be no longer than 2" x 2" x 3" in size.		
2.1.2	The approximate weight of the camera shall be no more than 6 oz.		
2.1.3	The camera system shall have the following Zoom functions: Press "ZOOM IN/OUT", Toggles between Zoom In/Out up to 10X optical, press "Auto Zoom", Zooms in to preset magnification, auto focuses and Zooms back out the widest setting, the system memorizes magnification after power is OFF, so when power is ON again, system sets same magnification as before, Auto Zoom Setting is in MENU settings for fixed magnification and Auto Focus ON/OFF setting is in the MENU.		
2.2	The main camera must meet the following minimum specifications: Sony EXview 1/3 Super HAD CCD image sensor, Color CCD Sensor NTSC, 768x484 Pixels, 470 Lines Resolution, 10X Optical Zoom, 12X Digital Zoom; Total 120x Zoom, Auto Focus (manual via menu), View Angle – 50.7 to 5.4 degrees, 1 LUX Standard Mode, 1 LUX Low Light (Night) Mode and 50dBS/N.		
2.3	Internal Camera		
2.3.1	The internal camera must meet the following minimum specifications: Sony EXview 1/3 Super HAD CCD image sensor, 656x492 Color Imaging Array, .01 LUX Sensitivity, 140 degree 4-Element Coated Glass Lens, Dynamic Range – 49dB, S/N Ratio – 48dB, Exposure Range – 1/60s-20µs, Dark Current – 10mW/s and 470 Lines Resolution.		
2.4	Other Cameras		
2.4.1	The proposed solution must provide for the input of up to three optional external video cameras and be able to record individually or up to (2) simultaneously.		
3.	<u>MICROPHONE</u>		
3.1	The proposed solution shall come equipped with both a remote microphone transmitter (RMT) and in-car microphone.		
3.2	The remote microphone(s) and internal microphone must be recorded on separate audio channels. The proposed solution shall also have the ability to record up to (4) separate audio channels simultaneously.		
3.3	Remote Microphone Transmitter (RMT)		
3.3.1	The RMT system shall utilize an integrated 900 MHz, Digital Spread Spectrum, Dual Receiver Capable remote microphone system. This shall enable two officer worn remote mics to be used at the same time.		
3.3.2	The minimum range of the RMT system shall be 1000 feet.		
3.3.3	The RMT system shall be capable of automatically finding a clear channel utilizing automatic frequency hopping.		
3.3.4	The RMT system shall be capable of automatic activation when Record Mode is activated, by pressing "Record" or by activation of any of the system activation triggers.		
3.3.5	The RMT shall have Low Battery, Operating State, and Out of Range indicators.		
3.3.6	The operator shall be able to remotely activate the system's RECORD mode by pressing a button on the RMT.		
3.3.7	Once the RMT transmitter is activated, it shall only be deactivated by stopping the RECORD function manually via the STOP button on the control head.		
3.3.8	The RMT shall have an internal microphone and shall also be equipped with an external mic jack.		
3.3.9	The RMT shall be provided with a lavalier microphone and cable that is connected to the transmitter via a miniature connector.		
3.3.10	The RMT shall contain an internal antenna. Transmitters that rely on the microphone cable for an antenna, or which utilize an external antenna shall not be permitted.		

Item #	Specification	Meets Specification?	
		Yes	No
3.3.11	The RMT shall come with a re-chargeable battery and battery charger/docking station. It must be capable of having a nominal operating time of approximately 8-10 hours and 20 hours of standby time, when fully charged.		
3.3.12	The RMT shall come with an integrated GPS to save coordinates and date/time stamp.		
3.3.13	The RMT system must be able to automatically saves audio to on-board memory when out of range. The solid state memory shall be able to record up to 2 hours of audio recording.		
3.3.14	The proposed solution must include a USB port for downloading stored audio and data or updating software.		
3.4	In-Car Microphone		
3.4.1	There shall be a microphone mounted inside the mirror body for interior audio recording.		
3.4.2	There shall be a microphone jack on the system for connecting a rear seat microphone which is also provided with the system.		
4.	<u>GPS RECEIVER</u>		
4.1	The proposed unit shall include an integrated GPS receiver so the recorded video may be marked with real-time latitude and longitude (LAT/LONG) position data and synchronization of time and date.		
4.2	The proposed solution must be capable of sharing the GPS receiver or antenna with other computerized devices in the vehicle.		
5.	<u>MEDIA/VIDEO STORAGE</u>		
5.1	Media		
5.1.1	The proposed solution shall use a common CF Flash Card form factor memory module, with a standard size of 8 GB for video storage.		
5.1.2	The proposed solution shall be capable of recording a minimum of 1 hour/GB at High Resolution (8 hours of record time) and recording a minimum of 2 hours/GB at Standard Resolution (16 hours of record time).		
5.2	Video		
5.2.1	Standard full speed video recordings are made at 30 fps (frames per second).		
5.2.2	The following minimum video storage resolutions shall be selectable through a menu: High: 720 x 480 (D1 resolution @1Mb/sec) and Standard: 720 x 480 (D1 resolution @ 500Kb/sec).		
5.2.3	The video storage format of the proposed unit shall be MPEG 4, h.264 codec.		
6.	<u>SOFTWARE</u>		
6.1	The proposed solution system's software required for downloading video data, archiving, reviewing, unit setting, unit management and burning DVD's shall be provided with each unit ordered.		
6.2	The support for this software shall include version updates and be provided free of charge to the agency for the life of the proposed solution.		
6.3	The proposed system's operating software shall be capable of being field updated by loading encrypted code onto the memory card and inserting it into the unit.		
6.4	The proposed solution shall be capable of its initial setup by loading encrypted code onto the memory card and inserting it into the unit.		
6.5	The proposed system's software shall be compatible to and Windows XP operating system or newer.		
7.			
7.	<u>POWER REQUIREMENTS</u>		

Item #	Specification	Meets Specification?	
		Yes	No
7.1	The power supply for the proposed solution shall require no more than 2 amps, 10-13.8V DC supplied by the vehicle. The power supply must be heavily filtered and regulated to avoid interference.		
7.2	The proposed solution shall be fused between the battery (12v source) and the System. Over voltage protection and surge protection shall be provided.		
7.3	The proposed solution shall provide an internal battery backup that will provide up to 90 minutes of continuous operation during unexpected power loss. This will allow for the system to automatically power down correctly and prevent any loss of data files.		
8.	<u>WIRELESS DATA TRANSFER</u>		
8.1	The proposed solution shall support uploading video files utilizing a wireless 802.11 (a,b &g) network and transfer data up to a rate of 54 MB/second. The proposed solution must use WPA encryption for enhanced security.		
8.2	The proposed system must automatically connect to the network once the vehicle enters a designated hot spot. The proposed system must automatically transfer the data and must not require manual intervention.		
8.3	The proposed solution must transfer all files including the video, audio, metadata and any other files associated with the video events. The proposed system must automatically remove the files from the compact flash card after the files are successfully transferred and verified for integrity.		
8.4	If the connection to the network is lost, or the transfer is interrupted, the file must be saved and the transfer must resume where it left off when it reconnects to the network.		
8.5	All file transfers must be logged to maintain a complete audit trail.		
9.	<u>WARRANTY AND REPAIR</u>		
9.1	Each unit of the proposed solution must have at least a one (1) year, all inclusive warranty from the date of receipt by the agency.		
9.2	Extended Maintenance Agreements shall be available to the agency after the one year warranty expires.		
9.3	The Contract Vendor must provide an owner's manual, a laminated user's card and a CD/DVD containing video with user information and a more detailed description of the functions and features of the proposed solution. Additionally, the Contract Vendor must provide a minimum of five (5) sets of additional manuals and user CD/DVD videos to each ordering agency, upon request.		
10.	<u>OPTIONAL CAPABILITIES</u>		
10.1	The proposed solution shall be compatible with "Car 54" and/or Project 5 Forward, which allows control from a laptop or MDC and integrate with the vehicle's existing equipment.		
10.2	The proposed solution should have the capability of live streaming video.		

Exceptions to Specifications

Responders must provide detailed explanation for any specifications not fully met by the proposed product. Indicate both the Item # and explanation for each exception taken. This information should be supplied on a separate sheet(s) titled "Exceptions to Attachment B Specifications."

ATTACHMENT C – IN-CAR CAMERA SYSTEM, FLASH CARD OR WIRELESS TRANSFER MODEL

Item #	Technical Specification	We Comply	
		Yes	No
1.1.0	System Description		
1.1.1	The in-car digital video system shall consist of a digital video recorder, windshield mounted miniature color camera with zoom capability, color LCD monitor with audio, a bi-directional digital spread spectrum wireless microphone system, and a microphone mounted within the law enforcement vehicle. It shall be capable of providing a clear audio and video record of traffic stops, pursuits, sobriety tests, etc.		
1.1.2	The digital video recorder (DVR) shall have no moving parts and shall use compact flash (CF) media that can withstand up to 50 Gs while recording for maximum reliability. All operator controls shall be mounted on the front panel. The DVR shall allow the simultaneous recording of two video sources and three audio sources plus multiple sources of metadata. The DVR shall be capable of operating within the range of interior temperatures found within a law enforcement vehicle without the need for supplemental heating or cooling. Systems utilizing hard drives or DVD media will not be considered.		
1.1.2	The windshield mounted miniature color camera shall utilize a Sony EXview [®] HAD CCD for maximum nighttime performance. It shall be fitted with an automatic zoom lens. The camera shall be extremely compact so as not to obstruct driver's view through windshield.		
1.1.3	A compact color LCD monitor console shall be provided with a minimum screen size of 3.5 inches. The monitor console shall include a built-in speaker and shall have backlit operational controls which mimic those on the DVR so it can be secured in remote locations.		
1.1.4	The officer worn wireless microphone must be capable of being automatically activated whenever the DVR is triggered into the RECORD mode, and deactivated whenever the DVR is put into the STOP mode. The automatic wireless microphone system shall use a rechargeable battery and shall be capable of being recharged within the vehicle or with a separate charger located at the post or precinct.		
1.1.5	The DVR shall include an in-car microphone that can be mounted anywhere within vehicle. The DVR shall provide a third audio channel for recording conversations picked up by this microphone.		
1.1.6	The DVR shall include an easily accessible USB port to accommodate the programming of unique user information through the use of a USB key.		
1.1.7	The in-car digital video system shall include all cables and hardware required for installation.		
1.2.0	Digital Video Recorder - DVR		
1.2.1	The DVR shall be designed for mobile applications. It shall mount in standard equipment consoles or glove boxes found in most law enforcement vehicles. It can also be mounted in any remote location of the vehicle (i.e., trunk, etc.). For absolute reliability, it shall have no moving parts and shall record onto compact flash (CF) media.		
1.2.2	System shall not require use of an over head (one-piece) console with integrated LCD monitor and controls.		
1.2.3	System shall not require removal of the OEM factory radio or be mounted in the OEM factory radio location.		
1.2.4	System shall not require removal of the OEM approved rearview mirror.		
1.2.5	System shall not use an in-car hard drive or laptop grade hard drive.		
1.2.6	System shall not record to DVD media in the vehicle.		
1.2.7	The DVR shall include a programmable pre-event recording mode allowing it to capture images up to 60 seconds prior to the activation of the RECORD mode.		
1.2.7.1	Can the pre-event audio be captured?		
1.2.7.2	If so, can the agency decide to activate this feature?		
1.2.8	The DVR shall utilize an MPEG-4 codec that has been optimized for law enforcement applications. Systems recording in multiple formats will not be considered. The codec shall allow for simultaneous recording of two video channels and three audio channels as well as multiple sources of metadata.		
1.2.8.1	Can the system be capable of capturing the video sources from 3 cameras, e.g., front camera, backseat camera and a rear deck camera?		
1.2.8.2	If so, can this feature be activated after a recording is started when only one camera was set to record when triggered?		

Item #	Technical Specification	We Comply	
		Yes	No
1.2.9	The MPEG-4 codec used shall provide good quality real-time video images under both daylight and nighttime conditions whether the vehicle is stationary or moving.		
1.2.10	Video must be signed using PKI encryption		
1.2.11	The DVR shall include an internal GPS receiver to provide vehicle position, course and speed information. The GPS receiver shall also be used to set the internal DVR clock to the proper time and date so that all vehicles display and record proper time.		
1.2.12	Digital video files shall be transferred from the DVR by any of the following methods: a. Removal of the compact flash card b. Through the DVR's Ethernet connection c. Automatically via the DVR's internal 802.11 (a, b/g) wireless LAN card.		
1.2.13	The front panel of the DVR shall have backlit controls for: RECORD, STOP, PLAY/PAUSE, FAST FORWARD, FAST REVERSE and TRACE.		
1.2.14	The front panel of the DVR shall have lighted indicators for: POWER ON, RECORD and PLAY.		
1.2.15	A USB port shall be provided on the DVR front panel to accommodate the transfer of user information from a data key.		
1.2.16	The DVR shall be provided with a minimum 8GB compact flash card with expansion capability to include larger size CF cards in 2010.		
1.2.17	The compact flash card shall be easily removable to accommodate file transfer when wireless transfer is not the preferred method of delivering files to the file server.		
1.2.18	A locked door shall be provided on the front panel of the DVR to secure the removable compact flash card as well as the MENU select button and power control switch. The DVR RECORD function shall be disabled whenever this front door is open.		
1.2.19	The power control switch shall allow the DVR to automatically power on thirty seconds after the vehicle's ignition is switched on.		
1.2.21	The DVR shall automatically power down after the vehicle's ignition is turned off provided the DVR is not in RECORD and is not in the process of downloading files through its built-in 802.11 (a, g) wireless link.		
1.2.22	Manual activation of the DVR into the RECORD mode shall be attainable by means of a backlit push button on the face of the DVR.		
1.2.23	Automatic activation of the DVR into the RECORD mode shall be accomplished by any of the following user programmable methods: 1. Activation of the vehicle's emergency lights. 2. Activation of the vehicle's siren. 3. Activation of any auxiliary input. 4. Activation of either 1 or 2 (2 is an option) wireless microphones. 5. Exceeding of a predetermined GPS speed threshold.		
1.2.24	The DVR shall provide a means to tag an incident at the time it is recorded with a priority designation. There shall be five priority levels available and they shall be able to be defined/assigned by the agency upon system set-up.		
1.2.25	Activation of the DVR's STOP mode shall be accomplished only by pressing the backlit STOP button on the face of the DVR.		
1.2.26	When the DVR's backlit PLAY button is pressed a list of all prior recordings shall appear on the LCD monitor screen. The user may select any recording to view using function keys on the face of the DVR. Video playback from previously recorded events must have uninterrupted continuous play with steady audio.		
1.2.27	It shall be impossible to edit or delete recordings from within the vehicle.		
1.2.28	The DVR shall be capable of recording the agency's choice of the following as metadata and/or on screen display: a. Position – longitude and latitude b. Speed c. Officer name – always displayed d. Date e. Siren f. Lights g. Brake h. Mic 1, Mic 2, Mic 3		

Item #	Technical Specification	We Comply	
		Yes	No
	i. Auxiliary 1 j. Auxiliary 2 / Collision Sensor k. RECORD trigger reason l. Vehicle Speed Sensor (VSS) m. Voltage, measured in DVR n. Temperature, measured at DVR processing IC. o. Auxiliary interface (RADAR) p. Recording time remaining/storage available – always displayed		
1.2.28.1	Will the metadata be viewable upon playback from within the squad car on playback?		
1.2.28.2	Are radar interfaces are supported by the unit. If yes, describe what type.		
1.2.28.3	Can video resolution be set by the agency, e.g., low, medium, or high resolution?		
1.2.29	When in the STOP mode, the system's LCD monitor shall display the remaining storage capacity in bytes. When in the RECORD mode, the system's LCD monitor shall display the remaining storage capacity in an HH:MM format. An audible beep shall warn the operator once each minute when there is thirty minutes, or less, time remaining.		
1.2.30	The DVR shall be housed in an extruded aluminum case and utilize die cast front and rear panels for maximum strength and to provide full RFI/EMI shielding and immunity.		
1.2.31	The rear panel of the DVR shall have connectors for: a. Camera 1 b. Camera 2 c. Wireless microphone 1 d. Wireless microphone 2 e. Backseat microphone input f. Remote input g. GPS antenna h. Wireless LAN antenna i. Ethernet j. Power/lights/siren/auxiliary 1/auxiliary 2/brake - inputs k. Radar (RS232)		
1.2.32	The DVR shall not exceed 7" X 6.25" X 2.5" (W x D x H).		
1.2.33	The DVR shall operate on 9 VDC to 18 VDC. Maximum current shall not exceed 1.5 amperes.		
1.2.34	The DVR shall be manufactured in a factory that is ISO-9000 certified.		
1.2.35	The DVR shall be FCC Part 15 accepted		
1.2.36	The DVR will provide a minimum resolution of 720x480		
1.2.37	Systems utilizing a Windows Operating System (non-embedded) will not be considered.		
1.2.38	Systems that require mounting of any component in the trunk will not be considered.		
1.3.0	Compact Low-Light CCD Color Camera		
1.3.1	The compact low-light CCD color camera shall use a Sony EXview® HAD CCD image sensor to provide high quality nighttime images while minimizing blooming and glaring from bright sources of light.		
1.3.2	The compact low-light CCD color camera shall have a normal low-light sensitivity of 0.5 lux and uses frame accumulation technology to extend its low-light capabilities to 0.03 lux.		
1.3.3	Frame accumulation shall be user selectable via a pushbutton on the rear of the camera housing allowing the user to choose four progressively higher ranges of sensitivity.		
1.3.4	An auto-zoom feature shall be provided to allow the camera to zoom in to a factor of 8X, pause, and then return to its widest angle position by pressing and releasing a single push button.		
1.3.5	The low-light CCD color camera shall provide these controls on the back of the camera: a. Zoom-in b. Zoom-out c. Focus d. Back Light e. low-light frame accumulation		
	Systems where these controls are not located on the back of the low-light camera will not be considered.		

Item #	Technical Specification	We Comply	
		Yes	No
1.3.6	All of the camera's user controls shall be backlit and mounted on the rear panel for easy single-handed operation. A switch shall be provided to turn off the back light feature for covert operation.		
1.3.7	The compact low-light color CCD camera shall include a 12X optical zoom lens enhanced by 12X of digital zoom and shall provide a total 144X zoom capability.		
1.3.8	The compact low-light color CCD camera shall be fitted with an auto-iris, auto-focus lens. Automatic white balance shall also be provided.		
1.3.9	The compact low-light color CCD camera shall not exceed 2.0" x 2.0" x 3.7" (W x H x L) or weigh more than 9.7 ounces.		
1.3.10	The compact low-light color CCD camera shall operate on 12 volts DC provided by its own power supply within the DVR. All connections to the camera, for power and video, shall be made by a single cable that attaches using a quick release connector.		
1.3.11	The compact low-light color CCD camera shall mount to the vehicle windshield via an easy-to-remove (without tools) mount, containing two joints that allow for 360° of rotation. This shall permit the camera to aim through the windshield, left or right side windows, or on the back seat area. It shall be mounted in the neutral area between the dual airbag deployment zones.		
1.3.12	The compact low-light color CCD camera shall be manufactured in a factory that is ISO-9000 certified.		
1.4.0	Compact Color LCD Monitor		
1.4.1	A compact color LCD monitor shall use a full color, LCD Active Matrix (TFT) screen that measures 3.5 inches diagonally. Monitors larger than 3.5" or monitors utilizing touch screens will not be accepted.		
d1.4.2	The compact color LCD monitor shall have full audio capability and shall include a 1-inch internal speaker.		
1.4.3	The compact color LCD monitor shall provide backlit operational controls mimicking those on the DVR so it can be secured in remote locations. The universal monitor console controls shall include: a. Brightness b. Volume c. Record d. Play/Pause e. Stop f. Rewind g. Forward Search h. Reverse Search i. AUTO button/indicator – allows the user to set the LCD display to Auto mode which disables the display when the system is in standby j. TRACE - used to mark a position in a recording for later instant retrieval k. Menu – to access programming options		
1.4.4	For covert operation it shall be possible to operate the DVR in RECORD mode with the monitor console LCD turned off.		
1.4.5	The compact color LCD monitor shall not exceed 5.625" x 1.625" x 3.75" (W x D x H). It shall not weigh more than 11.4 ounces.		
1.4.6	The compact color LCD monitor shall operate on 12 volts DC provided by a dedicated power supply within the DVR. All connections for video, audio and power shall be provided via a single cable fitted with a quick release connector.		
1.4.7	The compact color LCD monitor shall be provided with an adjustable mounting bracket that will allow it to be mounted in a variety of locations within the law enforcement vehicle.		
1.4.8	The compact color LCD monitor/control panel shall include an AUTO Mode Screen Control. This control will allow the monitor to automatically turn on when the DVR RECORD or PLAYBACK mode is activated and automatically turn off when the DVR STOP mode is activated.		
1.4.9	The LCD monitor/control panel shall display the approximate amount of storage remaining on the compact flash in an HH:MM format. An audible beep shall warn operator once each minute when there is thirty minutes, or less, time remaining.		
1.4.10	The compact color LCD monitor shall be manufactured in an ISO9000 certified facility.		
1.5.0	2.4GHz Digital Wireless Microphone		

Item #	Technical Specification	We Comply	
		Yes	No
1.5.1	The 2.4GHz wireless microphone shall utilize bi-directional digital spread spectrum communications between itself and its associated transceiver, hereafter referred to as base unit, in order to send clear audio from the user back to the DVR, while providing a patented (Patent No. 7,119,832) bi-directional data and control path from the DVR to the wireless microphone.		
1.5.2	The 2.4GHz wireless microphone shall allow the operator to remotely activate the DVR's RECORD mode by pressing a button on the wireless microphone transmitter.		
1.5.3	The DVR shall automatically activate the 2.4GHz wireless microphone's transmit mode whenever the DVR is placed into the RECORD mode by any method of activation.		
1.5.4	Once the wireless microphone transmitter is activated, it shall only be deactivated by stopping the RECORD function manually via the STOP button on the DVR.		
1.5.5	When inserted into the charging receptacle of its base unit, the wireless microphone transmitter shall synchronize with its base through the exchange of any one of more than sixteen million, randomly selectable, digital spreading codes. Any other wireless microphone transmitter that may have been previously synchronized with that base shall become unsynchronized.		
1.5.6	The wireless microphone system must allow for any 2 wireless microphones to be synced to a single vehicle via the method described in 1.5.5.		
1.5.7	Any 2.4GHz wireless microphone transmitter shall operate exclusively with any vehicle with which it is synchronized.		
1.5.8	Each 2.4GHz wireless microphone shall automatically detect other systems, or RF (radio frequency) noise, on the same frequency and change to a clear channel, as required, so that multiple vehicles can operate in very close proximity without cross talk or serious degradation of audio performance.		
1.5.9	The wireless microphone transmitter shall be supplied with two lavalier microphones, one with a 40-inch cable to allow the transmitter to be worn on an officer's duty belt, and one with a 9-inch cable to allow the transmitter to be worn in a shirt pocket. The cable shall be connected to the transmitter via a miniature right angle connector.		
1.5.10	The wireless microphone must include an "Emergency" button. This feature may allow the wireless microphone to sync with the vehicle's Communications System to allow the officer to signal an emergency when the officer is away from the vehicle. Activating the emergency button will also initiate recording from the DVR		
1.5.11	The wireless microphone transmitter shall utilize an internal antenna. It shall not be permitted to rely on the lavalier microphone cable as an antenna. Systems utilizing Diversity based antennas will not be acceptable.		
1.5.12	The wireless microphone transmitter shall have an internal microphone to allow audio pick-up in the event that the lavalier microphone becomes damaged or is disconnected.		
1.5.13	The wireless microphone shall utilize an integrated, removable, stainless steel belt style clip.		
1.5.14	The wireless microphone must utilize an internal vibrating mechanism to notify the officer of the microphones status. Systems utilizing an audible notification system will not be acceptable.		
1.5.15	The in-car base unit shall function as a transceiver to communicate with the 2.4GHz wireless transmitter and as a charger to charge the lithium-ion battery within the wireless transmitter. A tri-color LED shall be provided on this base unit to indicate the progress of the charging process. A second LED shall be provided to verify synchronization between the base unit and the wireless transmitter each time the transmitter is inserted into the base unit and to confirm that communication is established whenever the transmitter is activated.		
1.5.16	One separate desk charger shall also be provided for each wireless microphone supplied to allow charging away from vehicle.		
1.5.17	The 2.4GHz wireless transmitter shall include a lithium ion polymer battery that shall provide up to 10 hours of continuous transmit time, and 20 hours of standby time. It shall be able to fully recharge within 90 minutes. Wireless microphones using non-polymer lithium ion batteries will not function.		
1.5.18	The RF power output of both the base unit and the wireless transmitter shall automatically adjust to maintain reliable communications. This will assure that communication is always accomplished at the minimum necessary power levels to extend battery life while minimizing unnecessary RF radiation.		
1.5.19	The wireless microphone transmitter shall provide a 2 LED display that will indicate the following		

Item #	Technical Specification	We Comply	
		Yes	No
	information to the operator: a. Link Status / Mute b. Error		
1.5.20	The wireless microphone shall utilize a vibrate only alert. Systems utilizing an audible beep shall not be acceptable.		
1.5.21	The 2.4GHz wireless microphone shall clearly transmit audio and data signals for distances up to 1000 feet.		
1.5.22	The 2.4GHz wireless microphone system shall be FCC type accepted and shall be manufactured in a factory that is ISO-9000 certified.		
1.5.23	The wireless microphone shall not be larger than: 1.77"W x .87"D x 2.36"H		
1.5.24	The base unit for the wireless microphone must not be larger than: 2.75"W x 2.36"D x 2.95"H		
1.6.0	Miscellaneous		
1.6.1	The in-car digital video recording system shall be provided with all necessary cables, fuse holders and mounting brackets.		
1.6.2	Each in-car digital video recording system shall be supplied with a comprehensive Installation/Programming/Operations manual.		
1.6.3	Server must be able to automatically and wirelessly send software updates to vehicles/DVRs without human intervention. Systems unable to do this will not be considered.		
1.7.0	Warranty		
1.7.1	Each in-car digital video recording system shall be warranted by the factory to be free of defects in material and workmanship for a period of one year from the date of delivery. Service, if required, shall be provided by any of the manufacturer's factory service centers. During the one-year warranty period, the successful vendor shall pay shipping costs at the UPS Ground rate.		
1.872	Extended Maintenance Agreements shall be offered to extend coverage after the one-year warranty expires.		
1.8.0	Optional Equipment		
	The following options are required to be available:		
1.8.1	Infrared Rear Seat Camera		
	An infrared rear seat camera shall be available for recording rear seat activity, even in total darkness. The 1/3 inch Sony Super HAD CCD camera shall have a 2.9mm fixed lens, include built-in audio and shall be automatically detected by the DVR to record simultaneously with the forward view. The rear seat camera shall also be equipped with IR LEDs and a CDS sensor to provide a color image in daylight, and an infrared enhanced black & white image at night.		
1.8.2	Radar Interface Capability		
	An optional radar interface shall be available to integrate directly with all major radar manufacturers' products. Collected information shall include speed of the target, the "locked" target speed and the patrol vehicle speed. All information shall be displayed at the lower left of the monitor screen and recorded as part of the evidentiary record.		
1.8.3	Vehicle Impact Sensor with Battery Backup		
	The vehicle impact sensor shall acknowledge significant vehicle impact and shall activate the RECORD mode on the DVR to capture the incident through the pre-event record function. In the case of a vehicle battery failure, the module shall also provide auxiliary power to the DVR for up to 10 minutes to maintain recording capability.		

Exceptions to Specifications

Responders must provide detailed explanation for any specifications not fully met by the proposed product. Indicate both the Item # and explanation for each exception taken. This information should be supplied on a separate sheet(s) titled "Exceptions to Attachment C Specifications".

ATTACHMENT D – IN-CAR CAMERA SYSTEM, CAMERA THAT LINKS TO LAPTOP MODEL

Item #	Technical Specification		We Comply	
			Yes	No
	SYSTEM DESCRIPTION - The In-Car Camera System shall consist of an in-vehicle camera, digital video/audio recorder, operator controls via software interface (GUI) or control panel, in-vehicle microphone, and wireless microphone system to provide audio and video recording of traffic stops, pursuits, D.U.I. tests, etc. - The system must support up to five cameras with 5ch Simultaneous Recording and 4 Channel Audio Simultaneous Recordings. - The capability of License Plate Recognition integration shall be available. - The In-Car Camera System shall also include administration and management software to manage the information recorded in the patrol vehicle and a turnkey wireless upload / storage server system. - The cost of the In-Car System shall include all the necessary cabling, wiring, brackets, and accessories required to complete a vehicle installation. - The system must be shipped in a kit bundled individually for each vehicle.			
	COMPONENTS INSTALLED IN VEHICLE - The Camera Mounting Bracket shall present a method to securely mount the camera in the front inside compartment of the vehicle that does not inhibit or prevent the occupant from safely operating the vehicle. - The Camera Mounting Bracket must allow the camera to swivel 180 degrees in either direction to allow the camera to capture 360 degrees of video. - The Camera Mounting Bracket shall be such that the camera can also be physically moved up and down to allow the officer to capture differing angles of video when the object of focus of the video can be better viewed at a later time. - The Mounting Bracket shall be constructed in such a manner that it does not necessarily require the user to drill extra holes in the vehicle to accomplish the mounting of this device. - The Mounting Bracket shall be included in the camera kit and not sold as an accessory. - The manufacturer must guarantee in writing the availability of the bracket as a replacement part for a minimum of 7 (seven) years from the date the product reaches its manufacturer's end of life. - The Mounting device must allow the user to manipulate the camera's angle / direction without the use of tools. - The video recorder shall be sufficiently small in size to allow for mounting inside a standard sized patrol vehicle. - The audio transmitter shall be sufficiently small in size to allow for easy mounting inside a patrol vehicle without significantly impacting the location of currently mounted equipment.			
	CAMERA FEATURES			
	Component	Specification		
	- Zoom Range - Low-light Capability - Infrared - Wide-angle Lens - Auto Adjustments - Weight - Dimensions	22x Optical; 220x (with Digital) 0.7lux (color); 0.04lux (B/W) Auto/Manual 3.5–68.4 degrees Focus, White Balance 18.3 oz. 6.5"L x 2.8"W x 3.2"H (with Sun Visor)		
	CONTROLS			
	- Zoom - Back Light Compensation - Record - Control Illumination	Auto/Manual Auto/Manual Auto/Manual Auto/Manual		

	VIDEO & AUDIO RECORDER FEATURES			
	- Resolution - Frame Rate - GPS Module - Recording Media - Number of Slots - SD Card (SDHC) Capacity - Hours of Recording¹ (with 128GB of SDHC) - Officer Information - REC Stop - Program Recording - Weight - Dimensions	(352 X 240) CIF or (720 X 480) D1 30 / 10 / 1 fps Standard SD Card (SDHC) Class 6 or Class 10 4 32GB standard, expandable up to 128GB D1 HI: Up to 128 at 30 fps & 696 at 1 fps D1 Std: Up to 192 at 30 fps & 928 at 1 fps D1 10: Up to 256 at 10 fps & 1,664 at 1 fps CIF: Up to 384 at 30 fps & 2,592 at 1 fps Import from USB Drive or Manual Input Trigger 1 Week 3.5 lbs. 7.0"W x 3.4"H x 6.1"D		
	CONTROLS			
	- Interfaces - On Video and Audio Recorder - Via PC External Triggers or Control Panel - External Triggers	Ethernet, Power, USB, Audio, Cameras, Control Panel, Triggers, GPS Antenna Record, Stop Record, Stop, Play, Pause, Slow Up to 16 Configurable (including Radar, Siren, Lightbar, Shotgun Rack)		
	Audio System DIGITAL WIRELESS MIC			
	- Distance Range - Controls - Antenna - Battery Life - Battery	Up to 1,000 Feet in Open Field ² Mute, Vibrate, Start Recording, LED Indicators, On-screen Status Display External 12 Hours Li-Ion Polymer 3.7VDC 1300mA		
	WIRELESS Receive			
	- Frequency Range - Channels - Antennas - AC Charging Bay - Dimensions	2.4GHz FHSS (2.4-2.483GHz) 95 In-car Diversity, Internal Windshield Mount For 1 Digital Wireless Mic 4.0"L x 1.5"W x 2.7"H		
	WIRELESS TRANSMITTE			
	Controls Dimensions	Power On/Off Switch, LED Indicators, Talk Button, Mode Selection Button, Mute Button 2.1"L x 1.0"W x 2.9"H		
	Software			
	Unlimited Meta Data Tags Officer Notes Radar Gun Protocol	Configurable (Date/Time, ID, Radar, GPS, Triggers) Manual or Automated for Quick Archive Retrieval Multiple supported		
	Other			
	Ports Data Upload Warranty	1 x Serial, 2 x Ethernet (RJ-45) Wireless, Ethernet, Removable Media Up to 3-year limited warranty (on select components), parts and labor; extended warranty also available		

	Control Panel (Optional) • Screen • Color Depth • Brightness • View Angle • Backlit Buttons • Recorder and Camera Controls • Speaker • Key Lock • Dimensions	AG-RCP30P 3.5" TFT LCD 262,144 colors 450 nits with brightness control 130 degrees Allows nighttime operation Record, Stop, Ready, Busy, Mute, Key Lock LED Built in Tamper-resistant for Evidentiary Integrity 6.7"W x 4.2"H x 1.1"D		
	Accessories			
	Wireless Mic Transmitter, Receiver, Charger Set Wireless Mic Transmitter Set Infrared 2nd Camera (rear facing) 32GB SD Card (SDHC)	CCR24PNA CCR24TXPNA CN258IR-P RP-SDW32GP1K		

Exceptions to Specifications

Responders must provide detailed explanation for any specifications not fully met by the proposed product. Indicate both the Item # and explanation for each exception taken. This information should be supplied on a separate sheet(s) titled "Exceptions to Attachment D Specifications".

ATTACHMENT E – PRICING PROPOSAL

Responders may propose equipment that complies with the specifications in any one, more than one, or all of the Attachments.

ATTACHMENT A – IN-CAR CAMERA DVD SYSTEMS:

Make and Model Proposed			
Provide per unit price		\$	each
and a discount break for the following quantity orders:			
1.	20 cameras:	\$	each
2.	21 – 50 cameras:	\$	each
3.	51 – 100 cameras:	\$	each
4.	101 – 150 cameras:	\$	each
5.	151 cameras or more:	\$	each

ATTACHMENT B – IN-CAR CAMERA SYSTEM, REAR VIEW MIRROR MODEL

Make and Model Proposed			
Provide per unit price		\$	each
and a discount break for the following quantity orders:			
1.	20 cameras:	\$	each
2.	21 – 50 cameras:	\$	each
3.	51 – 100 cameras:	\$	each
4.	101 – 150 cameras:	\$	each
5.	151 cameras or more:	\$	each

ATTACHMENT C – IN-CAR CAMERA SYSTEM, FLASH CARD OR WIRELESS TRANSFER MODEL

Make and Model Proposed			
Provide per unit price		\$	each
and a discount break for the following quantity orders:			
1.	20 cameras:	\$	each
2.	21 – 50 cameras:	\$	each
3.	51 – 100 cameras:	\$	each
4.	101 – 150 cameras:	\$	each
5.	151 cameras or more:	\$	each

ATTACHMENT D – IN-CAR CAMERA SYSTEM, CAMERA THAT LINKS TO LAPTOP MODEL

Make and Model Proposed			
Provide per unit price		\$	each
and a discount break for the following quantity orders:			
1.	20 cameras:	\$	each
2.	21 – 50 cameras:	\$	each
3.	51 – 100 cameras:	\$	each
4.	101 – 150 cameras:	\$	each
5.	151 cameras or more:	\$	each

Costs for all accessories and installation charges, if any, must be detailed in an attachment to this Pricing Proposal page. Any charges not detailed here will not be paid by the State or any other end user.