



Request for Proposal 07-X-38363

For: Cameras, Video (For Use in Police Vehicles)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	07/14/06	
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not Applicable	
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	08/24/06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input checked="" type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: June 27, 2006

Table of Contents

1.0 INFORMATION FOR BIDDERS	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND.....	5
1.3 KEY EVENTS.....	6
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	6
1.3.2 SUBMISSION OF BID PROPOSAL	6
1.4 ADDITIONAL INFORMATION.....	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	6
1.4.2 BIDDER RESPONSIBILITY	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF BID PROPOSAL.....	7
1.4.5 PRICE ALTERATION.....	7
1.4.6 JOINT VENTURE.....	7
2.0 DEFINITIONS	8
2.1 GENERAL DEFINITIONS.....	8
2.2 CONTRACT SPECIFIC DEFINITIONS	9
3.0 SCOPE OF WORK	10
3.1 VHS IN-CAR VIDEO RECORDING REQUIREMENTS.....	10
3.2 DIGITAL IN-VEHICLE RECORDER REQUIREMENTS	10
3.2.1 IN-CAR VIDEO RECORDING SYSTEM	10
3.2.1 CAPTURE AND TEMPORARY STORAGE	11
3.2.2 PACKAGING OF VIDEO AND METADATA.....	14
3.2.3 TRANSFERS TO STATION VIDEO SERVER (SVS).....	14
3.2.3.1 DETECTION OF PROXIMITY TO THE 802.11G WIRELESS NETWORK.....	14
3.2.3.2 ADDITIONAL BACKEND SOFTWARE	14
3.2.3.3 ESTABLISHMENT OF PROTOCOL TRANSFER CONNECTION.....	15
3.2.3.4 VERIFICATION OF SUCCESSFUL TRANSFER.....	15
3.2.3.5 LOCAL DELETION OF TAR AND TIME SYNCHRONIZATION	15
3.2.3.6 DIVR OPERATOR FEEDBACK	15
3.3 CONFIGURABLE PARAMETERS	16
3.4 ACCESS POINTS	16
3.5 ADDITIONAL REQUIEMENTS FOR BOTH VHS AND DIGITAL IN-CAR VIDEO RECORDER SYSTEMS	16
3.5.1 INSTALLATION AND WIRING.....	16
3.5.2 VIDEO SECURITY FEATURES.....	17
3.5.3 INSTALLATION DOWNTIME	17
3.5.4 WARRANTY	17
3.5.5 REPLACEMENT PARTS.....	18
3.5.6 POST-WARRANTY MAINTENANCE	18
3.5.7 MAINTENANCE PLANS.....	18
3.5.8 REPLACEMENT PARTS.....	19
3.5.9 PARTS LIST AND SHOP REPAIR MANUALS	19
3.5.10 DEMONSTRATIONS.....	19
3.5.11 TRAINING	19
3.5.12 REMOVAL AND RE-INSTALLATION OF IN-CAR VIDEO RECORDING SYSTEM	20
3.5.13 MAINTENANCE OF LEGACY SYSTEMS.....	20
3.5.14 NEW TECHNOLOGY	20
3.5.15 ADDITIONS, SUBSTITUTIONS, DELETIONS.....	20
3.5.16 METHOD OF OPERATION.....	21
3.5.17 ITEMS ORDERED AND DELIVERED.....	21
3.5.18 PROCEDURAL REQUIREMENTS.....	21
3.5.19 PRIMARY AND SECONDARY AWARDS	22
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	23
4.1 GENERAL	23
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	23
4.3 NUMBER OF BID PROPOSAL COPIES.....	23

4.4 BID PROPOSAL CONTENT	23
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	24
4.4.1.1 SIGNATORY PAGE	24
4.4.1.2 OWNERSHIP DISCLOSURE FORM	24
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	24
4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM	24
4.4.1.5 SUBCONTRACTOR UTILIZATION FORM	24
4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	24
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	24
4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS	25
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL	25
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	25
4.4.3.2 AFFIRMATIVE ACTION	25
4.4.3.3 SERVICES SOURCE DISCLOSURE FORM	25
4.4.3.3 MANUFACTURER DEALER/DISTRIBUTOR BIDDING	25
4.4.4 TECHNICAL PROPOSAL	26
4.4.4.1 MANAGEMENT OVERVIEW	26
4.4.4.2 CONTRACT MANAGEMENT	26
4.4.4.3 CONTRACT SCHEDULE	26
4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN	26
4.4.4.5 POTENTIAL PROBLEMS	26
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE	27
4.4.5.1 LOCATION	27
4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)	27
4.4.5.3 RESUMES	27
4.4.5.4 BACKUP STAFF	27
4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)	27
4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	27
4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER	27
4.4.5.8 SUBCONTRACTOR(S)	28
4.4.6 PRICE SCHEDULE	28
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	30
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	30
5.2 CONTRACT TERM AND EXTENSION OPTION	30
5.3 CONTRACT TRANSITION	30
5.4 CONTRACT AMENDMENT	30
5.5 CONTRACTOR RESPONSIBILITIES	30
5.6 SUBSTITUTION OF STAFF	31
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	31
5.8 OWNERSHIP OF MATERIAL	31
5.9 DATA CONFIDENTIALITY	32
5.10 NEWS RELEASES	32
5.11 ADVERTISING	32
5.12 LICENSES AND PERMITS	32
5.13 CLAIMS AND REMEDIES	32
5.13.1 CLAIMS	32
5.13.2 REMEDIES	33
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	33
5.14 LATE DELIVERY	33
5.15 RETAINAGE	33
5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK	33
5.17 SUSPENSION OF WORK	33
5.18 CHANGE IN LAW	33
5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)	33
5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	34
THIS SECTION IS NOT APPLICABLE TO THIS PROCUREMENT	34
5.21 FORM OF COMPENSATION AND PAYMENT	34
5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD	34

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06	34
5.22.1 PATENT AND COPYRIGHT INDEMNITY	35
5.22.2 INDEMNIFICATION	35
5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE	35
6.0 PROPOSAL EVALUATION	36
6.1 PROPOSAL EVALUATION COMMITTEE	36
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	36
6.3 EVALUATION CRITERIA	36
6.3.1 TECHNICAL EVALUATION CRITERIA	36
6.3.2 BIDDER'S PRICE SCHEDULE	37
6.3.3 BID DISCREPANCIES	37
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)	37
7.0 CONTRACT AWARD	38
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	38
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)	38
7.1.1.1 DEFINITIONS	38
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION	38
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS	39
7.1.1.4 STATE TREASURER REVIEW	39
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271	39
7.1.2 SOURCE DISCLOSURE REQUIREMENTS	40
7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2	40
7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS	40
7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129	40
7.2 FINAL CONTRACT AWARD	40
7.3 INSURANCE CERTIFICATES	40
7.4 PERFORMANCE BOND	40
8.0 CONTRACT ADMINISTRATION	41
8.1 CONTRACT MANAGER	41
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES	41
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	42

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey, Department of Law and Public Safety, Division of State Police. The purpose of this RFP is to solicit bid proposals to engage a contractor for the purchase, installation and maintenance of in-vehicle recording equipment for law enforcement agencies.

The intent of this RFP is to award contract(s) to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term when deemed by the Director to be in the State's best interest.

The State will make a primary and secondary award for both the digital and VHS in-vehicle recording systems in order to insure optimum coverage and service in all areas of the State.

The NJ Standard Terms and Conditions version 05 09 06 shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract(s) awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

In the late 1990's the New Jersey State Police (NJSP) began recording all public interactions on videotape. As a result, accumulation of tapes has become a major problem. Although no one can argue the benefits of recording an interaction, both for the trooper and the citizen, the sheer number of tapes to store and the ability to find the appropriate interaction has become an ongoing concern.

Approximately three years ago the NJSP began researching and developing an alternative to its current video tape solution. Based on the overwhelming success of a pilot project, NJSP has decided to pursue a replacement of videotape with Digital In-Vehicle Recorder (DIVR). The intent of this solution is to not only replicate the functionality of the videotape, but to improve its shortcomings. The NJSP presently has installed approximately 750 Mobile Vision in-car video recording systems.

This is a reprocurement of the In-Vehicle Video Recording Equipment for Law Enforcement Agencies term contract, presently due to expire on June 30, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-1058 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date. (See Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Section 8.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency – The entity for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Acceptance- Acceptance is when the equipment is installed either by the Using Agency or the contractor, is in good working order and made operational in accordance with standard specifications, and is accepted by the Using Agency.

Authorized Dealers – A firm having an arrangement with a manufacturer who is a State contractor, where the firm is authorized by the contractor to use its contract number. The firm may use the contract number to sell the manufacturer's (contractor's) products and/or services to the Using Agencies. The firm may receive purchase orders and payments directly. The authorized dealer has no legal relationship with the State; its only relationship is with the contractor.

GNU- (GNU's Not Unix) – Project launched in 1984 to develop a free, complete Unix-like operating system. Variants of the GNU operating system (which use the Linux kernel) are not widely in use.

Metadata – Information about data, including attributes such as description, length and location. For example, the fact that a field in a given database is called "client number" and is five characters long is metadata. By comparison, a given instance of the client number "123456" in that database field is just "data."

Subcontractor – A firm having an arrangement with a State contractor, where the State contractor uses the services of another entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Update – A maintenance fix or software patch to enhance functionality and overcome glitches in the current version of software. It is not a major release or version change.

Upgrade – A new release of software that will replace the currently installed version to provide improved functionality.

3.0 SCOPE OF WORK

The purpose of the RFP is to solicit proposals from qualified vendors for Digital In-Vehicle Recording (DIVR) devices, video and metadata transfer, installation and training services. In addition, proposals are solicited for VHS format In-Vehicle Recording. All devices will be installed in cars used by the NJSP.

3.1 VHS IN-CAR VIDEO RECORDING REQUIREMENTS

A. Each in-car video recorder system shall contain one (1) miniature color video camera, one (1) video tape recorder in (VHS) format, one (1) VHF-FM wireless microphone and receiver, one (1) color monitor, one (1) passenger compartment system controller, one (1) in-car microphone, one (1) environmentally controlled enclosure for the video recorder and all mounting brackets, hardware and interface cables required to install the in-car recording system.

B. The in-car video recording system shall be designed to minimize the amount of equipment in the passenger compartment of the patrol car. The video recorder unit shall mount in the trunk of the vehicle in a tamper-proof, environmentally controlled enclosure.

C. The in-car video recording system must utilize a VHS format video recorder capable of eight (8) hours recording.

D. The in-car video recording system must provide a removable miniature color camera with horizontal resolution greater than 400 TV lines, light sensitivity at 1 lux / f1.2 equal or greater than 10 ire, minimum 12x power zoom, auto zoom and auto focus. The camera must be windshield mounted and swing, rotate 360 degrees and tilt to desired location.

E. The in-car video recording system must utilize a color liquid crystal display (LCD) monitor. The LCD color display must be able to be mounted in various vehicles such as, but not limited to, Ford Crown Victoria, Ford Explorer, Dodge Durango, GM Suburban/Tahoe. The vehicles listed are subject to change and could require alternate mounting solutions.

F. The in-car video recording system must utilize a wireless microphone with encoded squelch and a detachable microphone cord. Operating range shall be a minimum 1,000 feet to transmit all conversations back to the vehicle and become part of the recording.

G. The in-car video recording system must utilize an in-car microphone (hard wired) installed anywhere inside vehicle.

H. The in-car video recording system must utilize a control panel, which contains multi-functional features including record, stop, rewind, play, fast forward and power. The record mode must activate when the vehicle emergency lights are activated or must be manually activated from the wireless microphone or control panel.

3.2 DIGITAL IN-VEHICLE RECORDER REQUIREMENTS

3.2.1 IN-CAR VIDEO RECORDING SYSTEM

A. Each in-car video recorder system shall contain one (1) miniature color video camera, one (1) digital video recorder, one (1) VHF-FM wireless microphone and receiver, one (1) color monitor, one (1) passenger compartment system controller, one (1) in-car microphone, one (1) environmentally controlled enclosure for the video recorder and all mounting brackets, hardware and interface cables required to install the in-car recording system.

B. The in-car video recording system shall be designed to minimize the amount of equipment in the passenger compartment of the patrol car. The video recorder unit shall mount in the trunk of the vehicle in a tamper-proof, environmentally controlled enclosure.

C. The in-car video recording system must be capable of eight (8) hours of recording.

D. The in-car video recording system must provide a removable miniature color camera with horizontal resolution greater than 400 TV lines, light sensitivity at 1 lux / f1.2 equal or greater than 10 ire, minimum 12x power zoom, auto zoom and auto focus. The camera must be windshield mounted and swing, rotate 360 degrees and tilt to desired location.

E. The in-car video recording system must utilize a color liquid crystal display (LCD) monitor. The LCD color display must be able to be mounted in various vehicles such as, but not limited to, Ford Crown Victoria, Ford Explorer, Dodge Durango, GM Suburban/Tahoe. The vehicles listed are subject to change and could require alternate mounting solutions.

F. The in-car video recording system must utilize a wireless microphone with encoded squelch and a detachable microphone cord. Operating range shall be a minimum 1,000 feet to transmit all conversations back to the vehicle and become part of the recording.

G. The in-car video recording system must utilize an in-car microphone (hard wired) installed anywhere inside vehicle.

H. The in-car video recording system must utilize a control panel, which contains multi-functional features including record, stop, rewind, play, fast forward and power. The record mode must activate when the vehicle emergency lights are activated or must be manually activated from the wireless microphone or control panel.

I. The approach to define the technical requirements digital in-car recording shall consist of three distinct areas of operation:

- Capture and temporary (in car) storage of the video and metadata.

- Packaging of the video and metadata.

- Wireless transfer to a Station Video Server (SVS).

3.2.1 CAPTURE AND TEMPORARY STORAGE

The system must have the ability to capture and temporarily store video and metadata in the car.

A. Hardware

The system offered by the contractor shall consist of a compact computer of current production, which is sufficiently equipped with CPU power, memory, and storage capacity. The computer must accumulate and temporarily store five (5) days of Moving Picture Experts Group Version 4 (MPEG-4) encoded audio/video and metadata packaging, archive it with the captured video, and conduct the transfer of the video package via file transfer protocol (FTP).

The computer must remain in the trunk of the vehicle or in a location in the front cabin of the vehicle in a secure, non-obtrusive location (i.e., the officer must not be inhibited from exiting the vehicle from both sides of the car).

The video system must record automatically when the overhead lights or any or all of the wireless microphone(s) are activated, record on demand and record independent of emergency light activation.

The computer must receive and interpret Global Positioning System (GPS) latitude and longitude coordinates from an existing in-car antenna using a contractor-supplied GPS receiver. In vehicles that do not have a Mobile Data Computer (MDC), but need a camera, a separate contractor-supplied GPS receiver must be supplied. It is not required that the GPS receiver already in the vehicle be used; the contractor can supply a GPS receiver in all cases. However, the contractor must use any external GPS antenna that is already installed in-vehicle. The system must incorporate GPS information into the accumulated metadata, which is described in a following section. The format displayed on the overlay and stored in the metadata should be 'DD MM.MMM' – where "D" means degrees and "M" means minutes representing longitude and latitude.

It is the contractor's responsibility to maintain a backup of all video recorded in the vehicle in the event of a hard drive failure. The contractor must provide a means to retrieve the backup of the recorded video.

Examples of possible solutions:

1. Two internally mounted hard drives, plus an available firewire/USB2.0 hard drive that can be used to off-load any data that may be needed in the event of a wireless failure.
2. One internal hard drive and one removable hard drive, such that the removable hard drive can be removed to off-load videos in the event of a wireless failure.

Solutions will be acceptable provided the video is stored in two locations in the car and the storage is large enough to accommodate up to 5 days of videos, 2 hours per shift, 3 shifts per day; i.e., 30 hours of video.

The contractor must supply a face plate, control panel, or general interface by which the basic functions of video recording activation, shutoff, review, and any other general function of the video system may be actuated or controlled. The location of all equipment, within a vehicle, will be determined by the Using Agency based on contractor input.

The contractor can interface with the installed 802.11g wireless device using a standard network hub. The network hub is needed since the 802.11g device will be shared by the existing MDC and the DIVR. In vehicles not having an MDC but needing a camera, a separate contractor-supplied 802.11g wireless device must be provided. If an 802.11g wireless device is already in the vehicle, the contractor may supply an 802.11g wireless device. However, the contractor should use any external 802.11g wireless antennas that are already installed in the vehicle. The contractor may choose any device that can communicate via the 802.11g protocol using the maximum available wireless encryption protocol (WEP) encryption scheme.

A minimum of two (2) rechargeable microphones is required. The microphones must be capable of reprogramming themselves when docked within the vehicle.

The overlay on each video clip must contain:

- Vehicle ID
- Camera Indicator – (if DIVR supports multiple camera inputs)
- Light Bar "on" indicator
- Wireless Microphone "on" indicator
- Vehicle Ignition "on" indicator
- Cabin Microphone "on" Indicator
- GPS Latitude and Longitude – Should be configurable to be "on" or "off"

GPS Speed – Should be configurable to be “on” or “off”

B. Video and Metadata Capture

This section establishes the elements of metadata, capture techniques and standards required for the proposed system.

Video must be captured from the mounted dashboard camera, and audio must be recorded simultaneously via two portable microphones. The video and audio shall be encoded using MPEG-4 Structured Audio (also known as MP4 Structured Audio) and stored to computer disk in real time. The encoding may occur in the software or hardware. The audio must be completely synchronized with the video.

The captured video and audio file shall be encoded using technology that makes it playable with Windows Media Player, Real Player, Quicktime, VLC, and other open source players running on the Windows, Mac OS/X, and Linux operating systems.

The capture of the video shall be subject to separation into multiple segments based on the length of a clip. The decision to cut the clip and begin a new one shall be made using parameters documented and configurable by NJSP. When a clip size or time limit is reached, and a new clip is initiated, this operation shall be conducted in real time without loss of audio or video.

Video clips must be named in uppercase letters using a concatenation of accumulated metadata elements (such as start date/time, end date/time, car number), and end with an ‘avi’ extension.

The system must compute a message digest five (MD5) checksum of the video file immediately after the clip is written to the car’s computer disk. This will be used to demonstrate the clip’s integrity during subsequent phases of the process. The MD5 hashing scheme is documented in request for comments 1321 (RFC 1321). Available on the web at www.rfc.net.

Certain items of metadata must be captured by the solution, and placed in an XML file, which shall later be packaged along with the video file. A sample XML file is described below. All XML tags are descriptively named.

```
<?xml version="1.0"?>
<CLIP>
  <FILENAME>12182004.091341.12182004.092842.0000SPA937.avi</FILENAME>
  <START_DATE>12182004</START_DATE>
  <START_TIME>091341</START_TIME>
  <END_DATE>12182004</END_DATE>
  <END_TIME>092842</END_TIME>
  <DURATION>900</DURATION>
  <LIC>0000SPA937</LIC>
  <GPS_LAT_START>4014.885100</GPS_LAT_START>
  <GPS_LONG_START>7425.271200</GPS_LONG_START>
  <GPS_LAT_END>4014.205100</GPS_LAT_END>
  <GPS_LONG_END>7427.708100</GPS_LONG_END>
  <CLIP_NUM>004</CLIP_NUM>
  <TOTAL_CLIP>005</TOTAL_CLIP>
  <CHECK_SUM>8baf2c9dca91d30a598d8cb8ffc613ad</CHECK_SUM>
  <NOTES></NOTES>
</CLIP>
```

“NOTES” shall be reserved for clip information when there is a problem creating the clip; otherwise it must be blank.

The accumulated elements of metadata shall be assembled into an XML file, tunable according to design parameters and pre-arranged descriptive tag names established by NJSP. The XML filename must be identical to the video clip filename; however, the extension must be ‘.xml’. The result at this stage shall be a local video clip file, e.g.,

“12182004.091341.12182004.092842.0000SPA937.avi”
and an associated XML file, e.g.,
“12182004.091341.12182004.092842.0000SPA937.xml”.

Prior to the transmission of video to the Station Video Server (SVS), the ‘avi’ and ‘xml’ files must be packed into a TAR file (tape archiver), with the same file name, and “tar” extension, e.g., “12182004.091341.12182004.092842.0000SPA937.tar”.

The detection and in-car review of recorded video shall be immediate. The solution may unpack the TAR (tape archiver) file for this purpose, but the avi file and the metadata xml file must remain unaltered. The review process (i.e., during playback of video within the car) must not affect the ability to start recording a new clip in the event of the activation of the light bar or wireless microphone.

3.2.2 PACKAGING OF VIDEO AND METADATA

The video and metadata shall be assembled into an uncompressed TAR. As the video data is already compressed, attempts at further compression would be counterproductive. The size of the metadata XML file is negligible. The success of archiving will be gauged on the ability to unpack an archive using the freely available GNU TAR libraries and utilities.

3.2.3 TRANSFERS TO STATION VIDEO SERVER (SVS)

The transfer to an SVS must provide the following functions and capabilities each of which must be independently verifiable:

- Detection of proximity to the 802.11g wireless network without any user interaction.
- Establishment of protocol transfer connection
- Verification of successful transfer
- Local deletion of TAR and time synchronization
- DIVR operator feedback.

3.2.3.1 DETECTION OF PROXIMITY TO THE 802.11G WIRELESS NETWORK

The proposed system shall attempt to acquire the 802.11g wireless network on a regular time period that is tunable by NJSP system administrators via a documented configuration file. This connection shall occur with the wireless product using IEEE (Institute of Electrical and Electronics Engineers) standard 802.1x EAP – TLS (Extensible Authentication Protocol – Transport Layer Security) certificates. Subject to auditing by NJSP Information Security personnel, an additional security layer may be indicated.

3.2.3.2 ADDITIONAL BACKEND SOFTWARE

In situations where a backend solution is needed, i.e., server-resident software is necessary to the solutions, the backend software solution must conform to all specifications previously outlined.

No hardware should be included with the software; however hardware recommendations will be accepted. Any backend solution, as previously stated, must support:

- The receiving of a TAR file from the vehicle using published and previously mentioned standard protocols.
- Automated unpacking of the TAR file once received from the vehicle.
- Vehicles should connect and transfer wirelessly with no user intervention
- Metadata should be stored in a nonproprietary Database.
- A data dictionary documenting the layout and function of the Database shall be provided. This document shall be sufficiently detailed to permit AD-HOC reporting using any combination of stored data elements.
- The user should be able to search for video clips by Car number and Date and Time.
- Automated deletion of video clips based on a configurable retention schedule.
- Automated time synchronization shall occur from the server to the DIVR in the vehicle.

3.2.3.3 ESTABLISHMENT OF PROTOCOL TRANSFER CONNECTION

Upon successful connection to the 802.11g network (i.e., association with the access point), the system shall initiate a file transfer connection via FTP, subject to auditing by NJSP “secure shell” (SSH) (available on the web at www.rfc.net). Following successful connection, the file must be transferred into a server directory established pursuant to a configuration file tunable by NJSP system administrators. The transfer process shall neither alter the TAR nor shall it include any process that requires unpacking the archive.

3.2.3.4 VERIFICATION OF SUCCESSFUL TRANSFER

The system shall verify that the entire file is successfully transferred (via byte count, protocol commands, verification codes, for example).

3.2.3.5 LOCAL DELETION OF TAR AND TIME SYNCHRONIZATION

Once the file has been successfully transferred, the local copy of the TAR shall be segregated and marked for deletion. After an NJSP configurable disk space quota and/or age limit has been reached, the archive shall be deleted from the disk.

Each time the 802.11g access point is acquired, and a successful FTP/SSH connection is attainable, the system shall synchronize the date and time with that of the SVS. The time reflected on the computer and recorded clips must match the server’s time at the instant of recording.

3.2.3.6 DIVR OPERATOR FEEDBACK

A status display shall be available to the user. The status display shall indicate in clear and concise terms the system’s particular phase of operation. If any component of the system is in distress or fails to function properly, the status shall provide prompts for the troubleshooting process.

When starting the vehicle and powering up the system, the system must detect whether video content that has not been transferred remains on the drive. If so, a distinct audible alarm shall play.

The system must also play a distinct audible alarm when remaining disk space cannot accommodate recording the trooper's complete shift. This level shall be documented and configurable by NJSP.

3.3 CONFIGURABLE PARAMETERS

The following table lists the required configurable parameters for the DIVR.

Parameter	Description
Shutdown Time	Length of time the DIVR will remain on after ignition turned off
Max File Time	Maximum length of video clip before another clip is started
Vehicle ID	Minimum of 8 characters to store vehicle plate/car number
Pre-event record time	Length of time of pre-event recording (zero for no pre-event)
IP address of SVS	IP of Station Video Server to send video clips
FTP User Name	User ID to logon onto SVS
FTP Password	Password for SVS
Toggle GPS Display	Toggle GPS display on the video overlay
Toggle Speed	Toggle speed display on the video overlay
Warning for HD full	Percentage hard drive is full before warning operator
Stop for HD full	Percentage hard drive is full before stopping operation
Beep while recording	Toggle beep on/off while recording clips (about a minute)
FTP directory for clips	Location on SVS where DIVR should transfer clips
FTP directory for logs	Location on SVS where DIVR should transfer log files
FTP directory for configuration	Location on SVS where DIVR should get configuration changes
Toggle use of Static IP	Toggle use of Static IP for DIVR, otherwise use DHCP
DIVR IP Address	Configure the IP address of the DIVR
DIVR Netmask	Configure the Netmask of the DIVR
DIVR Gateway	Configure the Gateway of the DIVR
Allow Stop if Lights on	Toggle the ability to stop recording if light bar is active
Viewing Age of clips	Age at which clips can no longer be viewed in vehicle

3.4 ACCESS POINTS

The following are requirements for acceptable access points:

- The access point must be compatible with 802.11g protocol.
- The access point must be enclosed in a weatherproof locked housing.
- Due to the variety of locations of installed access points, multiple types of antennas should be bid on in order to provide the most appropriate antenna for the installation location.

See Section 4.4.6G for price submittal.

3.5 ADDITIONAL REQUIEIMENTS FOR BOTH VHS AND DIGITAL IN-CAR VIDEO RECORDER SYSTEMS

3.5.1 INSTALLATION AND WIRING

A #8 red wire shall be run from the positive battery terminal to a 20 amp. circuit breaker mounted under the hood. From the other side of the breaker, a #8 red wire shall run through the vehicle to the trunk compartment where it must terminate on a connecting lug in the metal equipment box.

A #8 black wire shall be run from the negative battery terminal to the trunk compartment where it must terminate on a separate lug used as a ground terminal. This wire is essential as it is the purest ground available for the microprocessor.

The DIVR unit must get its 12v supply from the positive termination in the box through a 15 amp fuse.

The grill indicator lights must be powered through a 1 amp. fuse at the circuit breaker under the hood. The sense lead for this circuit shall be run into the trunk compartment and terminated at the DIVR unit.

All ignition sense circuits must obtain power from the ignition power terminal in the left side of the trunk compartment through a 1 amp fuse.

Power for the control panel of the DIVR unit mounted in the passenger compartment shall come from a designated 12v source in the passenger compartment through a 5 amp fuse.

All control cables, power wires, and audio cables must be run through the vehicle in a neat manner so that they remain hidden in the passenger-side wire channel and secured at their termination points.

3.5.2 VIDEO SECURITY FEATURES

A. The in-car video recording system must be secure, with only authorized personnel having access to the programming function(s), including the time/date feature.

B. The in-car video recording system shall contain a method to readily determine if the tape has been tampered with after recording.

C. The trunk-mounted video recorder must be enclosed in a crash-resistant metal case with a key lock. All locks for the system shall be keyed the same with three (3) keys provided for each unit.

D. The video recorder shall have a record-inhibit feature to prevent the operator from erasing and/or taping over previously recorded information. All other functions shall not be affected.

E. The time/date clock circuit shall have a built-in battery back-up circuit, which must maintain the time/date for one (1) month if the recording system is disconnected from the vehicle battery supply.

3.5.3 INSTALLATION DOWNTIME

Maximum downtime for installation per vehicle shall be twenty-four (24) hours for both digital and VHS format in-car video recording systems.

3.5.4 WARRANTY

All equipment and software must operate in accordance with the manufacturer's specifications and documentation with a warranty for a period of one (1) year to begin after acceptance or sixty (60) days after delivery, whichever is earlier. Acceptance is when the equipment is installed either by the Using Agency or the contractor, the equipment is in good working order and made operational in accordance with standard specifications, and the equipment is accepted in writing by the Using Agency. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the Using Agency.

Warranty for software includes all updates and upgrades thereto during the warranty period.

If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the system, the contractor must supply a replacement or loaner which is functionally equivalent, at no charge to the Using Agency in order to maintain the system while warranty repairs are being completed.

If the contractor includes mail-in warranty, all mail-in warranty handling costs shall be at the contractor's expense. The Contractor must provide protective shipping containers.

The contractor may offer warranties of more than one year. Although extended warranties will be accepted by the State, extended warranties will not be an evaluation criterion for award.

3.5.5 REPLACEMENT PARTS

Only new parts and materials are permissible where replacement of parts and materials are required in accordance with the manufacturer's guidelines to effect the necessary repairs. Where manufacturer-specified replacement parts are unavailable, the contractor may propose substitute brands provided such brands are equal to or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the contractor, and it shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials. The Using Agency's decision shall be final.

The State will allow remanufactured parts provided the remanufactured part has a "like new warranty", or for good cause if a new part is not readily available, e.g., parts no longer in current production. The Using Agency shall make the determination to accept the parts under the aforementioned circumstances.

3.5.6 POST-WARRANTY MAINTENANCE

3.5.7 MAINTENANCE PLANS

On-site maintenance must be available Monday to Friday, 8:00am to 5:00pm ET. Maintenance may be provided through an all-inclusive annual maintenance price plan or maintenance based on time and material for support of equipment and software after the one-year warranty has expired. Warranty may be provided on maintenance replacement and repair parts. An optional on-site maintenance plan providing twenty-four (24) hour a day, seven (7) day week coverage may be offered.

A. The annual all-inclusive plan must include the following:

1. All maintenance must be performed at the contractor's expense for the duration of the plan.
2. A preventive maintenance program to maintain the level of service proposed.
3. Sufficient personnel to respond to multiple maintenance problems at the same time in geographically diverse New Jersey locations.
4. Parts inventory must be kept on hand to ensure expeditious completion of repairs.

5. All system maintenance software upgrades for the length of the plan.
6. Materials cannot exceed the quoted price of new equipment.

B. Time and Materials Maintenance must include the following:

1. Materials cannot exceed the quoted price of new equipment.
2. Labor rates for straight time, overtime, Saturdays and Sundays.

3.5.8 REPLACEMENT PARTS

Only new parts and materials are permissible where replacement of parts and materials are required in accordance with the manufacturer's guidelines to affect the necessary repairs. Where manufacturer-specified replacement parts are unavailable, the contractor may propose substitute brands provided such brands are equal to or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the contractor, and it shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials. The Using Agency's decision shall be final.

The State will allow remanufactured parts provided the remanufactured part has a "like new warranty", or for good cause if a new part is not readily available, e.g., parts no longer in current production. The Using Agency shall make the determination to accept the parts under the aforementioned circumstances.

3.5.9 PARTS LIST AND SHOP REPAIR MANUALS

The contractor shall provide the Using Agency with a list of parts and equipment necessary to maintain the in-vehicle video recording systems to factory specifications. This list shall include cost and type of spare parts to stock in relation to the inventory for the number of units purchased.

The contractor shall supply a complete shop repair manual, parts manual, service manual and operator's manual at time of delivery on items requiring them. In addition, operating instructions must be provided, if so requested by the Using Agency.

3.5.10 DEMONSTRATIONS

Equipment being offered must be capable of being demonstrated. Prototypes shall not be acceptable. All equipment proposed must be operational at a customer location. Such demonstration, if so requested, must be held at the convenience of the State, in an operational site within a one-hundred mile radius of Trenton, N.J.

3.5.11 TRAINING

Prior to installation of the in-vehicle video recording systems, the contractor shall train the Using Agency's technicians in the installation and basic system troubleshooting of the in-vehicle video recording system. The training shall be at the Using Agency's facility on a date to be agreed upon by the Using Agency and the contractor. The contractor shall furnish all manuals, study guides and materials required for training. This training must be furnished at no charge to the Using Agency.

The contractor shall conduct a training session for the operators of the in-vehicle video recording system. The session shall include the complete operation of all system components.

Near the end of the warranty period, preferably in the tenth or eleventh month, the contractor shall provide maintenance and repair training to the Using Agency's technicians. This training shall be comparable to that received by the manufacturer's repair technicians and must be held at the Using Agency's facility on a date to be agreed upon. This training must be furnished at no charge to the Using Agency.

3.5.12 REMOVAL AND RE-INSTALLATION OF IN-CAR VIDEO RECORDING SYSTEM

The contractor shall provide for the removal and re-installation of the in-car video recording system in Using Agency vehicles.

3.5.13 MAINTENANCE OF LEGACY SYSTEMS

The contractor shall provide for the maintenance of the presently installed Mobile-Vision in-car video recording systems based on time and materials. In addition, the contractor shall provide for the removal and re-installation of the Mobile Vision in-car video recording systems in Using Agency vehicles.

3.5.14 NEW TECHNOLOGY

Contractors may submit for approval, via written request, new products to keep pace with technology and changes in information technology hardware related products. Contractors may propose any new product that has come into production after contract award, has the same functional purpose and a demonstrable nexus to the products offered under this contract. The product will be considered for addition to and/or replacement of a product offered under the contract. Such written request shall include the specifications for the new product evidencing that the new product serves the same functional purpose or has a nexus to a product under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Purchase Bureau. The sale of new product, accepted in writing by the Director, shall be governed by the terms of the contract. The State may identify new products, services, or technology which fit within the scope and intent of the contracts resulting from this RFP, but which are not currently included on those contracts. In this event, the State will issue a request for quotation to the contractors to solicit and negotiate pricing for the new product, service, or technology. At the State's determination, the product, service or technology may then be added to one or more of the contracts.

3.5.15 ADDITIONS, SUBSTITUTIONS, DELETIONS

After contract award, additions, substitutions and/or deletions are permitted under the following conditions:

1. The request must be submitted, in writing, to the buyer assigned at the Purchase Bureau, 33 West State Street, P. O. Box 230, Trenton, NJ 08625-0230. An original and two exact copies must be submitted.
2. The request must be for equipment from the same manufacturer originally awarded.
3. The written request will be reviewed by the Division of Purchase and Property and NJSP.

4. The written submission for additions or substitutions must include a detailed description of the product and/or system with the page and line item number identified in the original contract for which the product/service will be substituted, as applicable.
5. All requests must be approved in writing by the Division of Purchase and Property before being offered to any agencies.

In addition, if a manufacturer is adding or removing dealers from its authorized list, the manufacturer must submit the request in writing as detailed above.

3.5.16 METHOD OF OPERATION

After awards are made, Using Agencies will obtain price quotes from the contractors. Contractors shall provide Using Agencies with:

A. A written quotation with the following information:

- Quote Information – the date of the quote, identifying the expiration of the quote
- Contractor Information – Contractor's name, address, telephone and fax number, contact person, contract number, date of quote, quote number.
- Agency Information – Agency name, address, telephone number and individual requesting the quote
- System/Product Information – a detailed list of each item quoted, detailed description, quantity desired.
- System/Product Availability – including back-order status, if applicable
- Total cost for all items contained within the price quotation

B. A photocopy of the page from the vendor's original bid proposal detailing the item or service. If an item has been added to the contract after the original bid submission, the vendor must provide contract users with a photocopy of the Letter of Authorization from the Purchase Bureau verifying approval of the addition/substitution with the contractor's letter requesting the addition/substitution and any attachments specifying the item or items to be added

3.5.17 ITEMS ORDERED AND DELIVERED

The Using Agency is authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price and bear all costs associated with the return of the materials.

3.5.18 PROCEDURAL REQUIREMENTS

A. The contractor shall not order or place in service any type of equipment or service that would result in charges to the Using Agency without a purchase order from the Using Agency.

B. If the State chooses after delivery of equipment, but prior to installation, to return the equipment; it may do so if the returned equipment is its original packing. The Using Agency will pay all return shipping costs; however, the State will not pay any re-stocking fees. The State will have sixty (60) days after receipt to return the equipment.

C. Contractor personnel must observe all regulations in effect at the Using Agency. While on State property employees shall be subject to control of the State, but under no circumstance shall such persons be deemed employees of the State. The contractor's personnel shall not represent themselves as employees of the State.

D. The contractor shall assume all responsibility for its actions and the actions of anyone working for the contractor while engaged in any activity connected with this contract

3.5.19 PRIMARY AND SECONDARY AWARDS

An award will be made to a Primary and Secondary contractor for both the digital and VHS in-car recording system. During the term of the Contract, Using Agencies are to utilize the Primary Contractor. If the Primary Contractor is unable to perform the work required, the Using Agency shall then utilize the Secondary Vendor. Using Agencies must document their file setting forth the reasons why the Primary Contractor was not utilized.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **five (5) full, complete, and exact copies** of the original proposal.

In addition, the bidder must submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml> must be completed and submitted with the bid proposal.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE

WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

This section is not applicable to this procurement.

4.4.3.3 MANUFACTURER DEALER/DISTRIBUTOR BIDDING

A manufacturer awarded a contract may authorize its dealer or distributors to process orders and receive direct payment. The manufacturer must submit with its proposal a list of these firms. In addition, the manufacturer must submit with its proposal a letter from each of the dealer/distributors listed that they will accept all terms, conditions and pricing of the

Manufacturer's contract. A Business Registration Certificate must be submitted for each dealer/distributor listed.

The manufacturer remains fully responsible if for any reason a dealer or distributor fails to uphold the manufacturer's contractual obligations.

The manufacturer will be assigned a contract number which the dealer or distributor will use. All billing will be processed through the dealer or distributor from which the equipment was purchased.

A manufacturer may authorize up to five (5) dealers or distributors to use its contract number.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, Section 3.0. All of the requirements detailed in Section 3.0 must be addressed in the technical proposal for the bidder to be considered compliant with this RFP. The bidder must indicate the section/subsection referenced in each of its responses.

The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 CONTRACT MANAGEMENT

This section is not applicable to this procurement.

4.4.4.3 CONTRACT SCHEDULE

This section is not applicable to this procurement.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

This section is not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

This section is not applicable to this procurement.

4.4.5.3 RESUMES

This section is not applicable to this procurement.

4.4.5.4 BACKUP STAFF

This section is not applicable to this procurement.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

This section is not applicable to this procurement.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other

information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

- B. **Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.**
- C. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- F. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State-supplied price sheet(s) accompanying this RFP. Failure to submit all information required will result in the bid being considered non-responsive.

The price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its prices firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

A. Bidders must provide pricing for in-vehicle video recording systems in accordance with RFP Section 3.0.

B. Price lines have been provided on the price sheets for the bidder to provide a price for a totally installed system in both digital and VHS formats. The bidders must submit on a separate sheet a detailed breakdown of its pricing, giving the unit price for each piece of equipment, the installation price and training price. Installation price should be based on installation on-site at the Using Agency.

C. Price lines have been provided on the price sheets for quantity discounts.

D. Bidders bidding an annual all-inclusive maintenance plan must submit prices on the price lines provided on the price sheets.

E. Bidders bidding on a time and material maintenance plan must provide their hourly rate for straight time, overtime, Saturday and Sunday on the price lines provided on the prices.

F. Price lines have been provided on the price sheet for replacement and repair parts for both the digital and VHS format systems and for the legacy Mobile Vision system. Bidders are to bid a discount on the price sheet and attach the price list. For miscellaneous supplies, hardware items and interface equipment required for the installation or repair of a system, the State will accept a typewritten price list on the bidder's letterhead for those items.

G. The bidder must also bid the cost of a single access point and installation to be used at each road station. Based on site visits multiple access points may be needed per site. The bidder must provide pricing for the installation of a single access point and pricing where multiple access points are needed (See Section 3.4, Access Points).

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **three (3)** one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of

responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to

software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.14 LATE DELIVERY

This section is not applicable to this procurement.

5.15 RETAINAGE

This section is not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

This section is not applicable to this procurement.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 TECHNICAL EVALUATION CRITERIA

A. Products bid are in accordance with Section 3.0.

B. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

C. The overall ability of the bidder to mobilize, undertake and successfully complete the contract.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. In analyzing prices, the State will consider at a minimum the cost to install one (1) VHS System and one (1) digital system.

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business

entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary.

Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract awards shall be made with reasonable promptness by written notice to that responsible bidders, whose bid proposals conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

August 1, 2006

To: All Interested Bidders

**Re: Solicitation #07-X-38363
Cameras, Video (In-Vehicle Video
Recording for Law Enforcement Agencies
Bid Due Date: August 24, 2006 (2:00 PM Eastern Time)
Revised Bid Due: September 27, 2006 (2:00 PM Eastern Time)**

Addendum # 1

The following constitutes Addendum #1 to the above referenced solicitation.

This is to advise that the bid opening date has been changed. The new revised bid opening date is September 27, 2007.

All other instructions, terms and conditions of the RFP shall remain the same.

August 29, 2006

To: All Interested Bidders

**Re: Solicitation #07-X-38363
Cameras, Video (In-Vehicle Video
Recording for Law Enforcement Agencies
Bid Due Date: August 24, 2006 (2:00 PM Eastern Time)
New Revised Bid Opening Date: September 27, 2006**

Addendum # 2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

Part 2: Additions, deletions, clarifications and modifications to the RFP.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Cameras, Video
(In-Vehicle Video Recording for
Law Enforcement Agencies)
Solicitation Number: 07-X-38363

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page(s)	RFP Section Reference	Questions	Answers
1	1 and 2	Price Sheet	Line Items 00003 - 12 request "Lot" pricing for any number of systems within a given range. Since the exact quantity is unknown should the Unit be "System" instead of "Lot"?	Lot is a general designation. Price Lines will remain at "Lot."
2	2, 3, 4, 5 and 6	Price Sheet	Line Items 0013 - 14 require pricing for a Unit "Lot" of annual maintenance. Since the number of systems is undefined should the Unit be "System" instead of "Lot"? A similar situation exists for Line Items 0019, 20, 21, 22, 23, 29, 30, 31, 32, and 34.	Lot is a general designation. Price Lines will remain at "Lot."
3	11 and 12	3.2.1 Capture and Temporary Storage	<p>This section requires one (1) VHF-FM wireless microphone and receiver. The VHS systems currently purchased by the State use one (1) or (2) UHF (900 MHz) Digital Spread Spectrum microphones and receivers which provide superior performance to the older technology VHF-FM units. Will proposals offering the UHF Digital Spread Spectrum systems be acceptable?</p> <p>Note: 3.2.1A Hardware: Requires "A minimum of two (2) rechargeable microphones</p>	Please see rewritten pages of the RFP Section 3.2.1 In-Car Video Recording System, it has been renamed to 3.2.1.1 In-Car Digital Recording System. The rewritten section answers this question.
4	11 and 12	3.2.1 Capture and Temporary Storage	Section A Hardware: Requires that the contractor must use any external GPS antenna that is already installed in-vehicle. This requires a "splitter" which reduces the integrity of both the MDT's GPS signal as well as	Yes, provided additional hardware is included with the installation and not an additional line item.

			the video systems GPS signal. The splitter typically costs more than a GPS antenna and modern GPS antennas are very low profile and extremely obscure. It is requested that the contractor have the option of providing their own GPS antenna subject to the State's approval.	
5	11 and 12	3.2.1 Capture and Temporary Storage	Section A Hardware: Requires a contractor to use any existing 802.11g antennas already installed in the vehicle. This is costlier than providing a separate antenna and will also have a negative impact on the performance of those devices using the antenna. 802.11g antennas are very low profile and can be combined with GPS antennas as a single assembly. It is requested that the contractor have the option of providing their own 802.11g antenna subject to the State's approval	Yes, provided additional hardware is included with the installation and not an additional line item.
6	5 and 6	Price Sheets	Line Items 0033 and 0034 are for the installation of a single access point and the installation of multiple access points, respectfully. Should it be assumed that the cost of access point and antenna is included in the price?	Line Items 0033 and 0034 have been deleted.
7	5 and 6	Price Sheets	Line Items 0033 and 0034 are for the installation of a single access point and the installation of multiple access points, respectfully. Installation cost can not be accurately determined until the installation sites have been identified and physically examined as location, type of construction, etc. can vary greatly thereby affecting price.	Line Items 0033 and 0034 have been deleted.
8	5 and 6	Price Sheets	Line Items 0033 and 0034 are for the installation of a single access point and the installation of multiple access points, respectfully. Will installation include the running of cable from the access point to a department supplied hub?	Line Items 0033 and 0034 have been deleted.
9	16 and 17	3.5.1 Installation	This section requires a #8 wire and 20 amp circuit breaker. Our	The existing 20 amp circuit breaker and use of a #8 wire provides power

		and Wiring	video system has a maximum current draw of less than 2 amps. A 20 amp circuit breaker would not provide adequate protection and a # 8 wire is larger than required. May we provide the proper circuit protection and cable size for our system as has been determined by our engineers?	to existing equipment and is terminated in the trunk of the vehicle. This breaker is used to provide protection to all equipment. It is the responsibility of the vendor to provide adequate protection to their equipment from the terminated power in the trunk of the vehicle. This may include, but is not limited to, adding an additional breaker to protect your equipment.
10	11 and 12	3.2.1 Capture and Temporary Storage	<p>Section A. Hardware: This section taken in its entirety leaves very little latitude in the type of solution a vendor can offer. Other methods exist to meet the intention of this section. I would suggest that this section be re-written to describe the goals the State wants the equipment to meet and allow vendors with experience in the marketplace offer appropriate solutions for your evaluation.</p> <p>For example: System should meet the following minimum requirements:</p> <p>Video should be stored in a compressed format based on standard industry accepted algorithms</p> <p>File transfer from the vehicle to SVS should be via a secure transfer protocol.</p> <p>The solution should be capable of utilizing existing GPS and LAN antennas</p> <p>Vendor must describe the methods employed to prevent file loss</p> <p>Vendor must describe methods employed to protect file integrity</p> <p>Section A: Questions</p> <p>1. Reference is made to a computer - Is a computer part of the requirement?</p>	<p>Section A: Answers</p> <p>1. No</p>

		<p>2. Please define the installed 802.11g device.</p> <p>3. Is it a requirement to utilize the existing 802.11g hardware?</p> <p>Section B: Questions (Video and Metadata Capture)</p> <p>1. What are these standards based on? They appear to be extremely proprietary based on an existing system. What is the basis for these requirements?</p> <p>2. Would solutions that meet the intent of this section be acceptable to the state?</p>	<p>2. The 802.11g device is embedded within a Link Communications Series 100 Router.</p> <p>3. No, but it would be preferred. Any additional hardware should be bid inclusive and not as an additional line item.</p> <p>Section B: Answers</p> <p>1. The requirements are based on several years of research by NJSP and have been fine tuned using open source protocols to allow for a competitive environment to allow multiple vendors the ability to bid on this contract.</p> <p>2. All solutions will be considered, however, failure to comply with the RFP may result in disqualification.</p>
11		<p>Does the state have one address where all cars will be located for either retrofit with new recorders or installation of new systems?</p> <p>Will there be a schedule put in place that will allow continuous work on a fleet of cars or will work be performed on an as per needed basis?</p>	<p>New vehicles purchased will be upfitted in one location and delivered to NJSP division Head Quarters in West Trenton NJ, where additional work will be done before vehicles are deployed. All efforts will be made to make vehicles available for installation in a centralized area.</p> <p>The vendor can bid installation prices subject to the number of cars available for installation. Cost to install one, five, ten, etc.</p>

PART 2
Cameras, Video
(In-Vehicle Video Recording for
Law Enforcement Agencies)
Solicitation Number: 07-X-38363

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1	7	1.4.4 Contents of Bid Proposal	<p>The following paragraph is added to this section:</p> <p>On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.</p>
2	8	2.1 General Definitions	<p>Delete the definition of All-Inclusive Hourly Rate and replace with the following:</p> <p>An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, managerial support and all documents, forms and reproductions thereof. This rate includes portal-to-portal expenses as well as per diem expenses such as food.</p>
3	10	3.1 VHS In-Car Video Recording Requirements	<p>Delete this section in its entirety and replace with the following:</p> <p>A. Each in-car video recorder system shall contain one miniature color video camera, one video tape recorder in VHS format, two wireless microphones and receivers, one color monitor, one passenger compartment system controller, one in-car microphone, one environmentally controlled enclosure for the video recorder, and all mounting brackets, hardware and interface cables required to install the in-car recording system.</p> <p>B. The in-car video recording system shall be designed to minimize the amount of equipment in the passenger compartment of the patrol car. The video recorder unit shall mount in the trunk of the vehicle in a tamper-proof, environmentally controlled enclosure.</p> <p>C. The in-car video recording system must utilize a VHS format video recorder capable of eight hours recording.</p> <p>D. The in-car video recording system must provide a removable miniature color camera with horizontal resolution greater than 400 TV lines, light sensitivity at 1 lux/f1.2 equal or greater than 10 ire, minimum 12x power zoom, auto zoom and auto focus. The camera must be windshield mounted and swing, rotate 360 degrees and tilt to desired location.</p> <p>E. The in-car video recording system must utilize a color liquid crystal display (LCD) monitor. The LCD color display must be able to be mounted in various vehicles such as, but not limited to, Ford Crown Victoria, Ford Explorer, Dodge Durango, and GM Suburban/Tahoe. The vehicles listed are subject to change and could require alternate</p>

			<p>mounting solutions.</p> <p>F. The in-car video recording system must utilize two wireless microphones with encoded squelch and a detachable microphone cord. Operating range shall be a minimum 1,000 feet to transmit all conversations back to the vehicle and become part of the recording.</p> <p>G. The in-car video recording system must utilize an in-car microphone (hard wired) installed anywhere inside vehicle.</p> <p>H. The in-car video recording system must utilize a control panel, which contains multi-functional features including record, stop, rewind, play, fast-forward, and power. The record mode must activate when the vehicle emergency lights are activated, or must be manually activated from the wireless microphone or control panel.</p>
4	10	3.2.1 In-Car Video Recording System	<p>Several sub-sections under Section 3.2 are being deleted and re-numbered. See below.</p> <p>Delete section 3.2.1 In-Car Video Recording System and replace with the following:</p> <p>3.2.1.1 IN-CAR DIGITAL RECORDING SYSTEM</p> <p>A. Each in-car digital recorder system shall contain one miniature color digital video camera, one digital video recorder, two wireless microphones and receivers, one color monitor, one passenger compartment system controller, one in-car microphone, one environmentally controlled enclosure for the digital video recorder and all mounting brackets, hardware and interface cables required to install the in-car recording system.</p> <p>B. The in-car digital recording system shall be designed to minimize the amount of equipment in the passenger compartment of the patrol car. The digital video recorder unit shall mount in the trunk of the vehicle in a tamper-proof, environmentally controlled enclosure.</p> <p>C. The in-car digital recording system must be capable of 30 hours of recording.</p> <p>D. The in-car digital recording system must provide a removable miniature color camera with horizontal resolution greater than 400 TV lines, light sensitivity at 1 lux/f1.2 equal or greater than 10 ire, minimum 12x power zoom, auto zoom and auto focus. The camera must be windshield mounted and swing, rotate 360 degrees and tilt to desired location.</p> <p>E. The in-car digital recording system must utilize a color liquid crystal display (LCD) monitor. The LCD color display must be able to be mounted in various vehicles such as, but not limited to, Ford Crown Victoria, Ford Explorer, Dodge Durango, GM Suburban/Tahoe. The vehicles listed are subject to change and could require alternate mounting solutions.</p> <p>F. The in-car digital recording system must utilize two wireless microphones with encoded squelch and a detachable microphone</p>

			<p>cord. Operating range shall be a minimum 1,000 feet to transmit all conversations back to the vehicle and become part of the recording.</p> <p>G. The in-car digital recording system must utilize an in-car microphone (hard wired) installed anywhere inside vehicle.</p> <p>H. The in-car digital recording system must utilize a control panel, which contains multi-functional features including record, stop, rewind, play, fast-forward, and power. The record mode must activate when the vehicle emergency lights are activated, or must be manually activated from the wireless microphone or control panel.</p> <p>I. The approach to define the technical requirements digital in-car recording shall consist of three distinct areas of operation:</p> <p style="padding-left: 40px;">Capture and temporary (in car) storage of the video and metadata. Packaging of the video and metadata. Wireless transfer to a Station Video Server (SVS).</p>
5	11	3.2.1 Capture and Temporary Storage	<p>Deleted this section in its entirety and replace with the following:</p> <p>3.2.1.2 CAPTURE AND TEMPORARY STORAGE</p> <p>The system must have the ability to capture and temporarily store video and metadata in the car.</p> <p>A. Hardware</p> <p>The system offered by the contractor shall consist of a compact computer of current production, which is sufficiently equipped with CPU power, memory, and storage capacity. The computer must accumulate and temporarily store five days of Moving Picture Experts Group Version 4 (MPEG-4) encoded audio/video and metadata packaging, archive it with the captured video, and conduct the transfer of the video package via file transfer protocol (FTP).</p> <p>The computer must remain in the trunk of the vehicle or in a location in the front cabin of the vehicle in a secure, non-obtrusive location (i.e., the officer must not be inhibited from exiting the vehicle from both sides of the car).</p> <p>The digital system must record automatically when the overhead lights or any or all of the wireless microphone(s) are activated, record on demand, and record independent of emergency light activation.</p> <p>The computer must receive and interpret Global Positioning System (GPS) latitude and longitude coordinates from an existing in-car antenna using a contractor-supplied GPS receiver. In vehicles that do not have a Mobile Data Computer (MDC), but need a camera, a separate contractor supplied GPS receiver must be supplied. It is not required that the GPS receiver already in the vehicle be used; the contractor can supply a GPS receiver in all cases. However, it is preferred the contractor use the existing external GPS antenna. The system must incorporate GPS information into the accumulated metadata, which is described in a following section. The format displayed on the overlay and stored in the metadata should be 'DD</p>

			<p>MM.MMM' – where "D" means degrees and "M" means minutes representing longitude and latitude.</p> <p>It is the contractor's responsibility to maintain a backup of all videos recorded in the vehicle in the event of a hard drive failure. The contractor must provide a means to retrieve the backup of the recorded video.</p> <p>Examples of possible solutions are listed but not limited to:</p> <ol style="list-style-type: none"> 1. Two internally mounted hard drives, plus an available firewire/USB2.0 hard drive that can be used to off-load any data that may be needed in the event of a wireless failure. 2. One internal hard drive and one removable hard drive, such that the removable hard drive can be removed to off-load videos in the event of a wireless failure. <p>Solutions will be acceptable provided the video is stored in two locations in the car and the storage is large enough to accommodate up to five days of videos, two hours per shift, three shifts per day; i.e., 30 hours of video.</p> <p>The contractor must supply a face plate, control panel, or general interface by which the basic functions of video recording activation, shutoff, review, and any other general function of the video system may be actuated or controlled. The location of all equipment, within a vehicle, will be determined by the Using Agency based on contractor input.</p> <p>The contractor can interface with the installed 802.11g wireless device using a standard network hub. The network hub is needed since the 802.11g device will be shared by the existing MDC and the DIVR. In vehicles not having an MDC but needing a camera, a separate contractor supplied 802.11g wireless device must be provided. If an 802.11g wireless device is already in the vehicle, the contractor may supply an 802.11g wireless device. However, it is preferred the contractor use the existing external 802.11g antenna. The contractor may choose any device that can communicate via the 802.11g protocol using the maximum available wireless encryption protocol (WEP) encryption scheme.</p> <p>A minimum of two rechargeable microphones is required. The microphones must be capable of reprogramming themselves when docked within the vehicle.</p> <p>The overlay on each video clip must contain:</p> <ul style="list-style-type: none"> Vehicle ID Camera Indicator – (if DIVR supports multiple camera inputs) Light Bar "on" indicator Wireless Microphone "on" indicator Vehicle Ignition "on" indicator Cabin Microphone "on" Indicator GPS Latitude and Longitude – Should be configurable to be "on" or "off" GPS Speed – Should be configurable to be "on" or "off"
--	--	--	--

			<p>B. Video and Metadata Capture</p> <p>This section establishes the elements of metadata, capture techniques, and standards required for the proposed system.</p> <p>Video must be captured from the mounted dashboard camera and audio must be recorded simultaneously via two portable microphones. The video and audio shall be encoded using MPEG-4 Structured Audio (also known as MP4 Structured Audio) and stored to computer disk in real time. The encoding may occur in the software or hardware. The audio must be completely synchronized with the video.</p> <p>The captured video and audio file shall be encoded using technology that makes it playable with Windows Media Player, Real Player, Quicktime, VLC, and other open source players running on the Windows, Mac OS/X, and Linux operating systems.</p> <p>The capture of the video shall be subject to separation into multiple segments based on the length of a clip. The decision to cut the clip and begin a new one shall be made using parameters documented and configurable by NJSP. When a clip size or time limit is reached and a new clip is initiated, this operation shall be conducted in real time without loss of audio or video.</p> <p>Video clips must be named in uppercase letters using a concatenation of accumulated metadata elements (such as start date/time, end date/time, car number), and end with an 'avi' extension.</p> <p>The system must compute a message digest five (MD5) checksum of the video file immediately after the clip is written to the car's computer disk. This will be used to demonstrate the clip's integrity during subsequent phases of the process. The MD5 hashing scheme is documented in request for comments 1321 (RFC 1321) and is available on the Web at www.rfc.net.</p> <p>Certain items of metadata must be captured by the solution, and placed in an XML file, which shall later be packaged along with the video file. A sample XML file is described below. All XML tags are descriptively named.</p> <pre> <?xml version="1.0"?> <CLIP> <FILENAME>12182004.091341.12182004.092842.0000SPA937.a vi</FILENAME> <START_DATE>12182004</START_DATE> <START_TIME>091341</START_TIME> <END_DATE>12182004</END_DATE> <END_TIME>092842</END_TIME> <DURATION>900</DURATION> <LIC>0000SPA937</LIC> <GPS_LAT_START>4014.885100</GPS_LAT_START> <GPS_LONG_START>7425.271200</GPS_LONG_START> <GPS_LAT_END>4014.205100</GPS_LAT_END> <GPS_LONG_END>7427.708100</GPS_LONG_END> <CLIP_NUM>004</CLIP_NUM> <TOTAL_CLIP>005</TOTAL_CLIP> <CHECK_SUM>8baf2c9dca91d30a598d8cb8ffc613ad</CHECK_ </pre>
--	--	--	---

			<p>SUM> <NOTES></NOTES> </CLIP></p> <p>“NOTES” shall be reserved for clip information when there is a problem creating the clip; otherwise it must be blank.</p> <p>The accumulated elements of metadata shall be assembled into an XML file, tunable according to design parameters and pre-arranged descriptive tag names established by NJSP. The XML filename must be identical to the video clip filename; however, the extension must be ‘.xml’. The result at this stage shall be a local video clip file, e.g.,</p> <p>“12182004.091341.12182004.092842.0000SPA937.avi” and an associated XML file, e.g., “12182004.091341.12182004.092842.0000SPA937.xml”.</p> <p>Prior to the transmission of video to the Station Video Server (SVS), the ‘avi’ and ‘xml’ files must be packed into a TAR file (tape archiver), with the same file name, and “tar” extension, e.g., “12182004.091341.12182004.092842.0000SPA937.tar”.</p> <p>The detection and in-car review of recorded video shall be immediate. The solution may unpack the TAR (tape archiver) file for this purpose, but the avi file and the metadata xml file must remain unaltered. The review process (i.e., during playback of video within the car) must not affect the ability to start recording a new clip in the event of the activation of the light bar or wireless microphone.</p>
6	16	3.4 Access Points	Delete this section.
7	29	4.4.6 Price Schedule Paragraph G.	Delete Paragraph G.
8	Page 30	5.2 Contract Terms and Extension	<p>Delete the paragraph within this section and replace with the following:</p> <p>The term of the contract shall be for a period of two (2) years. The anticipated “Contract Effective Date” is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/07x38363.shtml If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.</p> <p>The contract may be extended for three (3) additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.</p> <p>Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.</p>

9	37	6.4 Negotiation and Best and Final Offer (BAFO)	<p>Delete the paragraphs within this section and replace with the following:</p> <p>Following the opening of bid proposals, the State shall, pursuant to <u>N.J.S.A. 52:34-12(f)</u>, negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.</p> <p>Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.</p> <p>In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.</p> <p>In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.</p> <p>After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.</p> <p>All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.</p>
10	Page 5 of 6 Page 6 of 6	Price Sheet	Delete price line 00033 and 00034

