# STATE OF MONTANA TERM CONTRACT

**Department of Administration**
**State Procurement Bureau**
**165 Mitchell Building**
**PO Box 200135**
**Helena, MT 59620-0135**
**Phone: (406) 444-2575 Fax: (406) 444-2529**
**TTY Users-Dial 711**
**http://www.discoveringmontana.com/doa/gsd**

## T.C. #: SPB03-699D
## Title: IN-CAR VIDEO CAMERA SURVEILLANCE SYSTEM
## This is a non-exclusive contract.

| | | | | |
|---|---|---|---|---|
| CONTRACT TERM | FROM | May 1, 2003 | CONTRACT STATUS | NEW (XX) |
| | TO | June 30, 2005 | | RENEW ( ) |
| VENDOR ADDRESS | VARIOUS<br>SEE PAGE 10 | | ORDER ADDRESS | |
| ATTN: | | | ATTN: | |
| PHONE: | | | PHONE: | |
| FAX: | | | FAX: | |

Prices: PER CONTRACT

Delivery: PER CONTRACT

F.O.B.: PER CONTRACT

Terms: PER CONTRACT

Remarks:

| | |
|---|---|
| IFB/RFP No.: SPB03-699D | DEVIN GARRITY, Contracts Officer Date: |

**AUTHORIZED SIGNATURE**

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://www.sos.state.mt.us.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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Revised 3/03

# 1.0 CONTRACT PROVISIONS AND TERMS

## 1.1 Contract Term And Renewal Options

The contract term is for a period of two years beginning May 1, 2003 and ending June 30, 2005. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State, not to exceed a total of five additional years, at the option of the State.

## 1.2 Ordering

Agencies shall order directly from the Contractor in accordance with the terms and conditions of this contract. Orders shall reflect contract prices in effect on the date of order issuance. Agencies shall use the following ordering procedures. The State reserves the right to change these ordering procedures as needed.

**1.2.1** Orders may be placed by telephone, e-mail, or by mailing or faxing a purchase order or other appropriate order document to the Contractor.

**1.2.2** If orders are placed by telephone, they must be followed by a mailed or faxed purchase order or other appropriate order document.

**1.2.3** Purchase orders or other appropriate order documents must include part number(s), quantity, price, ship to address and bill to address, and must reference this Term Contract number.

**1.2.4** The Contractor will provide requesting agencies with a complete product listing, or maintain a web site with the following information on In-Car Video Camera Surveillance Systems, accessories and supplies: item description, part number, contract price, link to manufacturer information (if applicable).

**1.2.5** New products and their contract prices will not be made available on the web site until the Contractor has gone through the procedures outlined in Section 3.1.

## 1.3 Delivery

**1.3.1** All ordered products are to be delivered within 30 days from the date of receipt of an order. Failure to meet the 30-day delivery schedule may result in cancellation of the order and/or this contract.

**1.3.2** If the Contractor is unable to meet the maximum delivery schedule of 30 days, the ordering agency must be notified and an alternate delivery schedule may be mutually agreed upon.

**1.3.3** Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.

**1.3.4** Shipments shall all be F.O.B. destination.

## 1.4 Consideration/Payments

**1.4.1** In consideration for the products and services to be provided, the ordering agency will pay within 30 days of receipt of a properly executed invoice. The Contractor will bill each agency directly for products and services provided.

**1.4.2** The ordering agencies may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

## 1.5 Cooperative Purchasing

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

## 1.6 Non-Exclusive Contract

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “Non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

## 1.7 Procurement Card

The State of Montana has implemented a Procurement Card (GE MasterCard) Program to give agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

## 1.8 Term Contract Reporting

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 15, 2003.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

### 1.9 Compliance With Workers' Compensation Act

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

### 1.10 Addition/Deletion Procedure

New products or upgrades within the intent of this term contract and the contract product line may be added. Obsolete, discontinued, or products no longer required by the State may be deleted. The procedure to be used to add or delete products for this contract, and thereby requesting a contract modification, are:

**1.10.1** The Contractor may propose new products/deletions by sending a letter, with an attached listing of the product to be added/deleted and applicable new product specification/performance information, to the State Procurement Bureau. All additions and deletions affecting the current term contract must be provided at least 30 days prior to the requested effective date of the revision(s).

**1.10.2** Approval/rejection of the request will be performed within approximately 15 days and will be implemented by a letter to the Contractor signed by a State Procurement Bureau representative.

**1.10.3** Support and replacement parts of discontinued products must be available for three years after a product is officially deleted from this contract.

## 2.0 PRODUCT SPECIFICATIONS

Contractors will be responsible for supplying complete In-Car Video Camera Surveillance Systems with either VHS or HI8 format.

### 2.1 Production Model

The basic design of all equipment offered shall be in full commercial production. No prototype models will be considered prior to the bid opening.

### 2.2 Product Testing

The procuring agency may request sample units and test its acceptable level of performance. Emphasis will be placed on the system's ability to maintain consistent recording quality, while subject to interference from one or more of the following sources:

- ✓ High powered television stations
- ✓ Other RF interference sources, including but not limited to: UHF, VHF, and HF transmitters.
- ✓ Automobile alternator, ignition, and electrical systems.
- ✓ Automobile air conditioner fan motors.
- ✓ High voltage power lines, traffic signals, neon signs, and other traditional sources of RF interference.

## 2.3 Training

An on-site technical training course concerning the use of this equipment will be provided to each purchaser within 60 days of request.

## 2.4 Specifications

### 2.4.1 Camera

The miniature camera shall be CCD type, and shall be capable of operating in extreme weather conditions. Its small size shall not obstruct the driver's field of view.

### 2.4.2 Vault

Trunk mounted units must be high security, environmentally controlled vault with recorder to provide a safe environment to maintain the integrity of the tape. The vault shall be self contained, sealing out dust and humidity, and shall use a heat pump or similar device to control the vault's internal temperature. It shall not be acceptable to pull conditioned air from the passenger compartment into the vault to control the temperature.

### 2.4.3 Control Center

The control center shall mount within easy reach of the driver, and give the officer the ability to rewind and play back recorded segments. The system will also protect recorded segments to insure they are not recorded over.

### 2.4.4 Wireless Microphone

The wireless microphone shall allow audio recording of events inside or outside the vehicle. The microphone shall be supplied ready to operate on two frequencies that can be selected using the transmitter's power switch.

### 2.4.5 Cables And Hardware

All cables and hardware required for installation shall be supplied. Preference given to single cable hardware. Each In-Car Video Camera Surveillance System shall be capable of interfacing to major brand radar devices.

**2.4.6** Compliance

Contractor must specify exact equipment necessary for a fully functional system. The Contractor will not be required to install the equipment unless mandated by the Manufacturer to validate product warranty. Complete owners manuals must be provided for each unit purchased.

**2.4.7** Warranty and Maintenance Agreement

Each product will carry a warranty of no less than one year; a one-year maintenance agreement for items not covered under warranty; and a maintenance agreement for extension years to provide repairs for all items. All shipping costs incurred as a consequence of equipment repair shall be the responsibility of the Contractor or Manufacturer during the warranty period.

## 3.0 PRODUCT PRICING

### 3.1 Price Protection

This term contract provides price protection by establishing the price for products and services as specified in the Contractor response to SPB03-699D for the term of this contract.

### 3.2 Price Reductions

Price reductions will be accepted throughout the term of this contract. The Contractor shall reduce the contract price of any product initially provided or added by at least the same percentage as any manufacturer’s or distributor’s dealer price reduction. The intent of this requirement is to insure that the State maintains a competitive price relative to the market price throughout the term of this contract and thereby insure utilization of this agreement for the benefit of both the State and the Contractor. If contract prices do not remain competitive with the market for the products and services provided through this term contract, the Department may elect to terminate this contract.

### 3.3 Price Increases Negotiated Based on Increases in Contractor's Costs

Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

## 3.4 Quotation

**State of Montana**
**Department of Administration**
**In-Car Video Camera Surveillance System**

| Company | Model | Description | Price |
|---|---|---|---|
| Custom Fit, Inc<br>4425 Brookfield Corporate Dr, Ste 800<br>Chantilly, VA 20151<br>Tel. 703-378-8340<br>Fax. 703-378-8360 | OPV 2000 | OPV 2000 In Car Video Unit<br><br>Options available | 3,590.00<br>500.00 extra for 4 hours training |
| Decatur Electronics<br>715 Bright Street<br>Decatur, Illinois 62522<br>Tel. 800-428-4315<br>Fax 217-428-5302 | Gemini Plus | VGPC Gemini Plus Headliner Video for Crown Victoria<br>VGPHI Gemini Plus Headliner Video for Impala<br>VGPH Gemini Plus Console<br><br>Accessories Available | 3,710.00<br>3,710.00<br>3,810.00 |
| Industrial Communications & Electronics<br>201 Erie Drive<br>P.O. Box 31632<br>Billings, Mt 59107<br>Tel. 406-259-1212 EXT. 521<br>Tel. 800-828-8457<br>Fax 406-259-9989<br>Cell 406-591-0901 | Eagleye 800<br>Eagleye 900 | Model 800 System Basic Features<br>Model 900 System Basic Features<br><br>Options Available | 3,450.00<br>3,625.00 |
| Kustom<br>9325 Pflumm<br>Lenexa, Kansas 66215-3347<br>Tel. 913-492-1400<br>Fax 913-492-1703<br>Web. www.kustomsignals.com | Patrol Cam | Patrol Cam Overhead Video System<br><br>Options Available | 3,250.00 |
| Martel Electronics<br>23221 E. La Palma Avenue<br>Yorba Linda, CA 92887<br>Tel. 800-553-5536<br>Fax 800-553-6954<br>Web. www.martelelectronics.com | DH1<br>MVP<br>MDP1 | Dash Hound Dash Mounted<br>Window Mounted<br>My Digital Partner | 1,495.00<br>1,495.00<br>1,895.00 |
| McCoy's Law line, Inc.<br>Ken McCoy<br>15 South Highland<br>Chanute, Kansas 66720<br>Tel. 800-423-5583<br>Fax. 620-431-0028 | I-Trak<br>I-Trak | I-Trak Overhead System Designed For Ford Crown Victoria's<br>I-Trak Overhead System Designed For Chevrolet Impala's<br>ICOP 20/20 Digital In-Dash Video System (Contact Ken McCoy if you need more detailed specifications) | 3,575.00<br>3,575.00<br>5,975.00 |
| MPH Industries, Inc.<br>316 East 9th Street<br>Owensboro, KY 42303<br>Tel. 888-689-9222<br>Fax. 270-685-6288 | MPH Mobile Video | MPH DocuCam Overhead<br><br>Options Available | 3,450.00 |

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| Mobile Vision<br>90 Fanny Road<br>Boonton, NJ 07005<br>Tel. 800-336-8475<br>Fax. 973-257-3024<br>Web. www.mobile-vision.com | System 7 | Mobile-Vision System 7<br>Any Quantity<br><br>Accessories Available. Please contact Louis Blanco at 1-800-336-8475x110 for a complete price listing. | 3,245.00 |
| Applied Concepts, Inc.<br>2609 Technology Drive<br>Plano, TX 75074-7467<br>Tel. 800-782-5537<br>Tel. 972-398-3780<br>Fax. 972-398-3781 | Stalker | Stalker Vision VHS Compact Overhead Console 1st Offering<br>Stalker Vision VHS Compact Overhead Console 2nd Offering | 3,478.00<br>3,478.00 |