



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
EDD388676

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

GATEKEEPER SYSTEMS INC.
 301, 31127 WHEEL AVE.
 ABBOTSFORD, BC V2T 6H1
 CANADA

SHIP TO

DEPARTMENT OF EDUCATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
01/28/2013

BID OPENING DATE: 02/28/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		840-70		
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF EDUCATION REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR A SELF-CONTAINED STOP ARM VIOLATION DIGITAL VIDEO RECORDER (DVR) THAT CAN BE EASILY INSTALLED ON THE EXTERIOR OF SCHOOL BUSES PER THE ATTACHED SPECIFICATIONS.</p> <p>BID OPENING: FEBRUARY 28, 2013 AT 1:30 PM</p> <p>VIDEO CAMERAS, ACCESSORIES, AND PARTS</p> <p>SELF CONTAINED STOP ARM VIOLATION DIGITAL VIDEO RECORDER (DVR) SYSTEM THAT CAN BE EASILY INSTALLED ON THE EXTERIOR OF SCHOOL BUSES.</p> <p>REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS.</p> <p>***** THIS IS THE END OF RFQ EDD388676 ***** TOTAL: <u>\$369,900</u></p>						

02/28/13 10:02:46 AM
West Virginia Purchasing Division

SIGNATURE 	TELEPHONE 604-864-6187	DATE February 24, 2013
TITLE President + CEO	FEIN 68-0682705	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: February 12, 2013

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

February 28, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
 Upon Award
 and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
 \$1,000,000.00 minimum or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

| General Property Damage \$1,000,000.00 minimum

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure. In the event of an administrative or judicial challenge to the State's nondisclosure, Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
EDD388676 Stop Arm Violation Digital Video Recorder System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Education to establish an open-end contract for a self contained stop arm violation digital video recorder (DVR) system that can be easily installed on the exterior of school buses. This contract may be utilized by West Virginia State Agencies and all political subdivisions of the State in all 55 counties.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as EDD388676.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1. The unit shall contain at least three (3) cameras, a recorder, storage device, battery pack, GPS and mounting plate with vibration insulation.

This system is to create a recording of an event that can be used to identify a violator of the West Virginia stop arm violation law. The unit shall provide a film clip from the time of the activation of the school bus stop arm until the arm is deactivated.

The unit must be portable and can be moved from school bus to school bus. In order to accomplish this, a mounting plate that can be installed on every school bus in the county fleet must be provided. The box and mounting plate shall be painted school bus

REQUEST FOR QUOTATION
EDD388676 Stop Arm Violation Digital Video Recorder System

yellow. There shall be a vibration insulator to isolate the shock and vibration between the vehicle and the DVR system.

- 3.1.1** The system must include at least three (3) cameras and the cameras must be able to record simultaneously. One camera is to capture, at a minimum, the rear license plate when a vehicle is passing from the rear of the bus. The second camera is to capture, at a minimum, the license plate of the vehicle when it is passing from the front of the bus. The third camera is to capture, at a minimum, the driver of the passing vehicle. The activated stop arm is also to be captured by the cameras. The cameras shall be able to capture the license plates and the offending driver in the dark. The cameras shall be activated by a magnetic switch connected to the stop arm assembly. There shall be a motion sensor that marks the recording if a vehicle passing the bus with the “stop arm” activated.

The camera shall be able to record at the highest quality video setting at no less than 720X584 resolutions and at no less than 30 frames per second (fps) or better. The capture range shall be 10 – 27 feet and the capture speed up to 56 mph. The color cameras shall include a minimum illumination of 0.6 Lux at F1.2 and 0 Lux on IR mode. Cameras shall include the following:

- Shatterproof Lenses
- Anti-glare Glass
- Scratch Resistant Lenses
- High impact, vandal proof, stainless steel, and waterproof housing.
- Built-in Infrared Lighting for improved night/low light viewing.
- Built-in electronic shutter and automatic gain control with automatic white balance.
- Temperature resistant circuitry
- Wide Dynamic Lenses
- Len sizes shall be specified by the vendor to optimize the view from all locations.
- Waterproof connections
- The bidder must identify the appropriate cameras and lenses to have full view of bus area.

- 3.1.2** The DVR software shall be protected against unauthorized viewing or editing of the recorded video. The software needs to be able to

REQUEST FOR QUOTATION
EDD388676 Stop Arm Violation Digital Video Recorder System

expand to full screen viewing. The software shall not require multiple licenses for use on multiple computers.

The DVR system's power shall be self contained in the system box. The system shall have its own power pack. The storage systems shall use a memory card that is a minimum of 32 GB for one day of recording and that is easily removed from the system's lockable box. The system shall have a GPS unit that will identify the location coordinates of the videos.

The DVR shall also include:

- An option to display speed, heading, and GPS location
- The ability to individually adjust a video channel's contrast and color
- Must use motion jpeg (mjpeg) compression
- Have a built-in voltage regulator to prevent damage to the DVR
- Capable of multiple resolutions to allow for control of hard disk usage while recording

3.1.3 Maintenance and Software Upgrades

The manufacture will provide automatic software upgrades at no additional cost for the life of the contract. The bidder will provide a toll free contact information for technical support.

3.1.4 Installation

The bidder will supply the installation of all hardware (including accessories, cables, harnesses, etc.) and software to guarantee systems are fully functional and operational accepted by the agency and prior to submittal of invoice.

The bidder will provide installation, testing and start-up within 60 days after receipt of order. Each unit shall be tested for proper operation for each DVR system.

The bidder will provide no less than 2 (two) dedicated technical support and / or installers for this project and could be utilized by all 55 counties. Technical support shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday. Installers shall respond to installation call or service call within 48 hours. There shall be no charge for this service, during the life of the contract.

REQUEST FOR QUOTATION
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The bidder shall supply complete user training on the system and installation. This will include certification on the installation. The training will be for two (2) people/ per county and should include eight (8) hours of training per county (not unit purchased).

The bidder will provide a toll free engineering support line and offer technical support at no charge, during the warranty period.

The system must be designed and supported by the Manufacturer. The bidder must have experience installing and servicing mobile video surveillance systems on school buses.

The bidder submitting the bids shall be authorized to sell and service the equipment covered under this contract. The bidder must provide collaborating evidence that they are authorized by the manufacturer to sell and service equipment being bid.

3.1.6 Warranty

- The bidder must offer a three (3) year limited parts and labor and warranty on the cameras. Installation shall have an unlimited warranty.
- The bidder must supply extended warranty options.
- The bidder should supply all warranty information on the system in their bid response, or upon request for evaluation purposes.
- The bidder must be authorized by the manufacturer to repair the equipment during the warranty period, if the warranty repairs are to be performed by the bidder.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by submitting a fixed price based on the Price Bracket Quantity. The "Fixed Price" shall include the complete DVR system, (color camera, a recorder, storage

device, battery pack, and GPS) installation, testing, start-up and training. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The estimated number of new buses ordered annually which could need the DVR System is 225. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Connie.S.Oswald@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 **Delivery Time:** Vendor shall deliver standard orders within 60 days after orders are received. Vendor shall deliver emergency orders within 30 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must

REQUEST FOR QUOTATION
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first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
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- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Scott Spitters
Telephone Number: 604-835-1089
Fax Number: 604-864-8490
Email Address: sspitters@gatekeeper-systems.com

		A	B	C	D	E
Item No	Description	Range for Volume Pricing	Estimated Qty Per County Order	# of ordering Counties	Unit Price	Extended Price
1	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labour warranty	1	1	20	\$ 2,700	\$ 54,000
2	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labour warranty	2 to 4	3	20	\$ 2,700	\$ 162,000
3	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labour warranty	5 to 10	5	9	\$ 2,700	\$ 121,500
4	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labour warranty	11 or more	12	1	\$ 2,700	\$ 32,400
5	Optional Extended Warranty Options	Option A	See description in section 3.1			\$80,000
		Option B	See description in section 3.1			
			<ul style="list-style-type: none"> o Mileage from agreed to location in West Virginia invoiced at \$0.75 per mile o Living expenses invoiced at cost plus 15% for handling o Labor invoiced at \$45 per hour – no 			
			over time			
		Option C	See description in section 3.1			35% discount off price

Listed estimated quantities are approximations only and no future use of an awarded contract is guaranteed or implied


The bid shall be evaluated by multiplying the Estimated Quantity per County Order by the number of Ordering Counties
 \times Unit price = Extended Price ($B \times C \times D = E$)

Bid is based on lowest responsible bidder meeting specification

Note: As per section 4.2 of the RFP the above pricing includes only the following "the complete DVR system (color camera, a recorder, storage device and GPS) installation, testing, start-up and training".

Extended pricing is calculated as follows: $B \times C \times D = E$

EDD3886776 -- Price Page

Bidder / Vendor Information	
Name	<u>Gatekeeper Systems Inc</u>
Address	<u>Unit 301 - 31127 Wheel Avenue, Abbotsford, BC CANADA</u>
Phone #	<u>1.888.666.4833</u>
Fax #	<u>1.604.864.8490</u>
e-mail Address	<u>ddyment@gatekeeper-systems.com</u>
Authorized Signature	
Contact Coordinator Information	
Name	<u>Doug Fraser</u>
Address	<u>Unit 301 - 31127 Wheel Avenue, Abbotsford, BC CANADA</u>
Phone #	<u>1.888.666.4833</u>
Fax #	<u>1.604.864.8490</u>
e-mail Address	<u>dfraser@gatekeeper-systems.com</u>
Technical Support	<u>1.888.666.4833</u>
Engineering Support	<u>1.888.666.4833</u>

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Gatekeeper Systems Inc. Signed: N/A
 Date: February 26, 2013 Title: _____

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: GateKeeper Systems Inc.

Signed: [Signature]

Title: President + CEO

Date: February 26, 2013

RFQ No. EDD388676

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

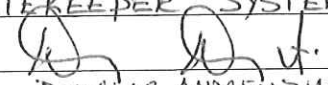
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: GATEKEEPER SYSTEMS INC
Authorized Signature:  Date: FEB 25, 2013
DOUGLAS ANDREW DYMENT


PROVINCE
State of BRITISH COLUMBIA

CITY
County of ABBOTSFORD, to-wit:

Taken, subscribed, and sworn to before me this 25 day of FEBRUARY, 2013.

My Commission expires N/A, 20 .

AFFIX SEAL HERE

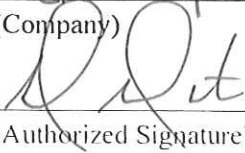
NOTARY PUBLIC 

Tony Sandhu
Barrister & Solicitor
#305 - 2692 Clearbrook Road
Abbotsford, BC V2T 2Y8
Tel: 604-850-6640 Fax: 604-850-6616

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Gatekeeper Systems Inc.
(Company)


(Authorized Signature)

Doug Dymant, President/CEO
(Representative Name, Title)

604-864-6187 604-864-8490
(Phone Number) (Fax Number)

February 26, 2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: EDD388676

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

GateKeeper Systems Inc.
Company

C. Welsh

Authorized Signature

February 26, 2013
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
EDD388676

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

SHIP TO

DEPARTMENT OF EDUCATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
02/13/2013

BID OPENING DATE: 02/28/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION. 2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

SOLICITATION NUMBER: EDD388676

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to questions received.
2. To provide addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

ATTACHMENT A

Revised 6/8/2012

EDD388676

Questions & Responses

1Q.	Do you know what kind of buses the equipment will be put on? This makes a difference on the size of the boxes.
1R.	Thomas, Blue Bird and IC
2Q.	Are these going on only new buses or existing fleets in the school districts?
2R.	Both new and existing
3Q.	Will the orders be coming directly from the state for all of the counties, or will each county order their own units?
3R.	Counties will order individually
4Q.	Under General Requirements Paragraph 3.1.1...you state that the mounting plate must be installed on the entire fleet so it can be moved from bus to bus. We will need to know how many buses are located in each county so we can determine how many plates are needed for each county.
4R.	Mounting plates will only be provided initially for the systems purchased, any other plates will be provided on an as needed basis.
5Q.	Paragraph 3.1.1...You state that it must be capable of capturing the license plate and offending driver in the dark. This depends on several things...how far away the car is, how strong the lights are on the license plate area, which determines whether it washes out the video or not. There could also be an issue of the tint on the window and the angle. What I am saying is that this specification might not be 100%. All the time.
5R.	This is understood.
6Q.	Paragraph 3.1.4 It might be tough to build, install and train all units within a 60 day period. Is this flexible? The situation that could be an issue is the brand of buses. If we do not know this in advance, we would not be able to inventory the necessary parts because they are different for each brand. Starting from scratch usually takes 6- 8 weeks for manufacturing and assembly. This doesn't include the installation and training. In order to calculate installation correctly, we would need to know the number of buses in each fleet so we can determine the number of plates that would need installed.
6R.	The orders from the counties will not come in all at once due to delivery of the new buses.
7Q.	Can we have multiple counties attend training sessions at the same time?
7R.	Yes
8Q.	On the pricing page, the number of units add up to 137 units. You state in another part that there are 225 buses ordered per year.
8R.	It is an estimate only.



Mobile Video Surveillance Equipment

Proposal for
**EDD388676 Stop Arm Violation
Digital Recorder System**

STUDENT PROTECTOR™

**School Bus License Plate Camera
Capture and Processing System**

SEE THE PLATE – GET THE PICTURE™

**Gatekeeper Systems Inc.
#301- 31127 Wheel Ave
Abbotsford, B.C. V2T 6H1 Canada**

February 28, 2013

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Student Protector™ License Plate/Stop Arm Capture and Processing System

Introduction

Gatekeeper is pleased to submit this proposal in response to the EDD388676 Stop Arm Violation Digital Recorder System.

Motorists passing school buses with employed stop arms have been an ongoing problem for some time now. There have been numerous studies performed and many states are now enacting stiffer penalties for stop arm violators.

The key components of the Student Protector™ License Plate/Stop Arm System are:

- Two - License Plate Reading camera
- One - Overview camera
- 504HD Digital Mobile DVR
- Stop Arm Violation Portal –Optional

The License Plate Reading camera is a high-performance LPR (license plate reading) camera that virtually eliminates motion blur caused by vehicles traveling at high speed allowing it to deliver readable, crystal clear images of license plates. Bundled together with a color overview camera, the 504HD mobile DVR with GPS, and the Stop Arm Violation Portal, the Student Protector License Plate/Stop Arm Capture System provides functionality from image capture through to prosecution.

Over Two Decades of Video Experience with School Bus Mobile Video

The mobile environment is very harsh. It is very difficult to economically and reliably record video on a vehicle. Issues such as unreliable power, temperature extremes, vibration and dirt & dust are contributory issues. Gatekeeper has been a pioneer in mobile video and specifically with video on school buses.

Features

Plate Image Acquisition

The Student Protector™ License Plate/Stop Arm System features high-contrast License Plate Reading (LPR) camera that delivers sharp, clear license-plate captures. Motion blur which often causes license plates to be unreadable is virtually eliminated even when vehicles move up to 56 mph past a stopped school bus. The LPR cameras use high contrast technology and are focused on the license plate of the infracting vehicle.

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A second camera, the overview camera, captures a color image of the infraction. This camera provides an overview of the scene and allows the user to identify the make, model and color of the vehicle. The overview camera is aimed so that the deployed stop arm is visible in the image. In addition to the on screen text indication that the stop arm was deployed, this camera provides visual evidence that the stop arm was deployed.

This proposal provides an option for a 2nd overview camera. The camera is easily added to the POD at the time of order. The 2nd overview camera provides an additional view of the vehicle as it passes a school bus. While not specifically asked for in the RFP this 2nd camera allows for “head on” views of the vehicle in color, independent of a vehicles direction of travel, front to back or back to front of school bus.

4th Generation DVR

The mobile DVR is Gatekeepers 504HD. The 504HD records video onto a spinning hard drive and SD card simultaneously. The 504HD is Gatekeepers 4th generation digital video recorder. It incorporates all of the knowledge gained in the design and manufacture of the first 3 generations of DVR product. Specifically, the 504HD employs MPEG 4 Part 10 compression (H.264) compression. This is the same compression that is used in Blu Ray Disc's and results in stunning image quality while not requiring much storage. Of particular significance is the high capacity power supply in the 504HD. This power supply utilizes high capacity capacitors that store a significant amount of energy. So much in fact, those short term drops out of voltage from the bus do not affect the DVR. The DVR has passed ISO 7637-2 which is a grueling test of the DVR's electrical power supply system to ensure the DVR operates in the harsh electrical environment found on school buses.

Stop Arm Violation Processing System

As an option, Gatekeeper has included access to our The Stop Arm Violation Processing System. This is a “cloud based” system used to track and manage stop arm violations in conjunction with local law enforcement and the local judiciary.

Users (internal and public) access the system through an internet connection. The Stop Arm Violation Processing System provides the following functionality to input, approve, and track the status of an offence/citation.

- Video and Still Images are uploaded and a case is created
- The case is reviewed by a police officer to determine if there is sufficient evidence to proceed with ticketing
- With appropriate approvals a citation/ticket is printed and mailed
- The status of the citation/ticket is tracked – if paid then the case/citation is moved to a completed folder and archived, if not paid by a predetermined date then case is moved to another folder for further attention

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Discussion

Gatekeeper's Student Protector License Plate Capture System has been specifically designed for the capture of license plates and overview images of stop arm violators. A significant problem with cameras that are being marketed as license plate capture cameras is that they do not reliably capture a readable image of a license plate when the vehicle is moving fast. Often the image of the plate is too small or there is significant motion blur in the image, making the plate unreadable.

The Student Protector License Plate Capture System combines various optical and sensor technologies to reliably capture license plates, day or night, when the vehicle running the stop arm is moving up to 56 mph.

A video of the Student Protector License Plate Capture System capturing a license plate at 45 mph can be viewed from here:

http://www.gatekeeper-systems.com/lbr_lpr.php

The Student Protector License Plate Capture System produces a crystal clear, high quality images. Utilizing infrared technology, the LPR Cameras flood the scene with infrared lighting that is not visible to human eye. Using an optical sensor that is very sensitive to the IR band of frequencies and a "fast lens" the camera automatically uses a very fast shutter speed to capture an image with little or no motion blur. The net result is an extremely high probability of capturing a readable license plate. See image below:



License Plate Capture at 45 MPH

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The following image shows the typical motion blur that occurs with a camera that has not been specifically designed to read license plates:



The Student Protector License Plate Capture System has been designed to eliminate motion blur when a vehicle passes at speeds up to 56 mph.

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Stop Arm Camera POD

The Stop Arm Camera/DVR POD contains both cameras and moved from bus to bus.

A mounting base is permanently secured to the bus. The POD from the mounting base. A cover is placed over the mounting

The Stop Arm Camera/DVR POD can be ordered with various available:

- 2 up to 2 LPR cameras
- Up to 2 Overview cameras

For this proposal, as per the RFP, the Camera/DVR POD will one front facing colour overview camera. The POD will also

The POD utilizes power from the Bus. This is done so that night. Sensor information is also supplied to the DVR in the 12V signal that provides indication of the following

- Six way yellow flashing lights
- Six way red flashing lights / Stop Arm is deployed

The sensor connections and the power connection is accomplished using a single waterproof connector. All connectors in the POD are water proof. Note: it is extremely important to identify when the six way yellow lights are activated as some drivers do not leave sufficient time for approaching motorists to stop before the six way red flashing lights and stop arm is deployed. Tracking when the yellows were turned on provides additional evidence often needed in court to obtain a conviction. Without tracking when the yellow warning light is turned on is akin to have a street light change from green to red without any yellow warning.

The Stop Arm Camera/DVR POD comes with integrated LED's that provide the illumination for the LPR camera and for the night use of the overview camera. The POD is constructed of stainless steel and is painted yellow or optionally, black.



DVR. This allows the POD to be easily

can then be quickly attached or removed base when the POD is not present.

camera options. The following cameras are

come configured with 2 LPR cameras and contain the DVR.

batteries do not have to be charged every POD. The sensor information costs of a

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Specification for the LPR Camera

The LPR camera is mounted inside the Camera/DVR POD.

Image System

Signal system	NTSC PAL
Image Sensor	1/3" SONY CCD
Effective pixels (H x V)	768 x 494 NTSC
Scanning system	NTSC Interlace V: 59.94Hz, PAL Interlace V: 50Hz,
Sync	Internal
Horizontal resolution	600 TV lines
Lens	f=9mm ~ 22mm, F1.4 DC iris varifocal IR-corrected lens External adjustments (zoom and focus)
Gamma correction	0.45
Minimum illumination	IR LED ON: 0lux
S/N ratio	More than 50dB (AGC off)
BLC	Auto(Center Weighting)
Video output	1Vpp composite output, 75 ohm
IR LED	36 Super power LED's
IR wavelength	850nm
IR distance	49 feet, (15 meter)
Capture range	10-27 ft, (3-8 meter)
Capture speed	Up to 56 mph (90 km/h)
LED life	More than 10,000 hours @ (50°C/122°F)

Power

Power requirement	12 VDC / 24 VAC
Power consumption	10W max
Current	850mA @ 12V

Environment

Operating temperature	-4.0°F - 122°F (-20°C ~ 50°C)
Operating humidity	30 - 90% RH

Mechanical

Dimensions	6.5" W x 6" H x 9" L
Weight	2.5 lb (1.2 Kg)
Construction (camera)	Die-cast aluminum ; Tempered glass
Mounting Bracket	Galvanized steel, thermal plastic olefin, EDPM 60
Protection	IP66 ; Vandal resistant

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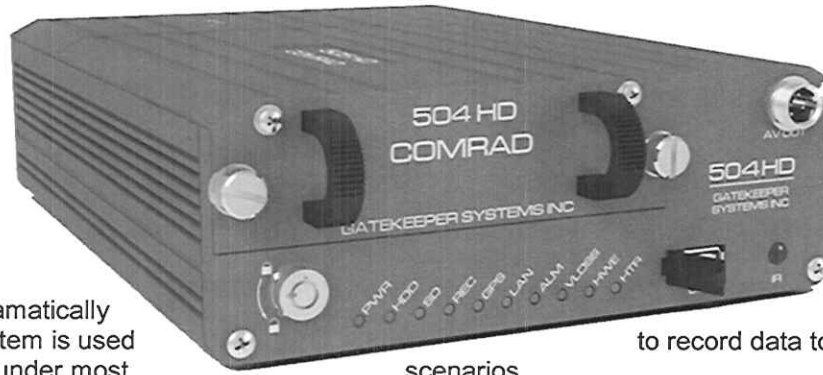
DVR Recording Solution – 504HD

- H.264 compression
- Spinning Hard Drive or SSD available
- 4 (504HD) or 8 (508HD) channels
- D1 resolution
- 8 input sensors
- Fanless Design
- Dual Streaming
- Wireless Ready – WiFi and Cellular

The Gatekeeper 504HD is a 120 frame per resolution, fan less, hard drive based recorder with audio simultaneously. The maximum FPS and each video channel independently and 9 quality settings.

Superb Reliability

The 504HD incorporates many features that dramatically availability of recorded video. A custom file system is used been designed so that video can be recovered under most



second, H.264, four channel, D1 that will record up to 4 analog cameras frame rate for any video channel is 30 supports selectable video resolutions

increase the reliability of the DVR and the to record data to the Hard Drive. This file system has

scenarios.

The 504H has a high capacity power supply. The power supply stores energy so that if the DVR loses power (when the engine is being started or other high current draw electrical devices are turned on, such as air conditioners or lifts) there is enough energy in the power supply to continue to supply power to the internal circuits of the DVR for a short period of time. This makes the DVR virtually immune to the notoriously unreliable power found in vehicles.

In the event that the power to the DVR is lost, there is sufficient energy stored in the power supply to allow the DVR correctly and then power down into a safe low power state.

to close the video files

The 504HD/508HD has a keyed electrical interlock that prevents users from inadvertently removing the Comrad (hard drive carrier) before powering down the DVR. The key must first be turned to unlock position before the Comrad be removed. When the key is in the unlocked position the DVR stops recording and it is safe to remove the Comrad. After the Comrad is reinserted, and the key is moved to the locked position the DVR is once again ready to record.

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Built Rugged

The Comrad (hard drive carrier) incorporates a shock and vibration system to protect the hard drive. It has passed MIL SPEC 810F (Trucks on Streets) for shock and vibration. In addition, Gatekeeper has developed and subjected the Gatekeeper DVR's to custom shock and vibration profiles. These profiles were obtained by placing sensors on vehicles and recording the shock and vibration that actual DVR's were subjected to in real world conditions.

For the ultimate in hard drive reliability, the Comrad can be equipped with a 256GB Solid State Hard Drive. The Comrad contains an advanced thermal management system that heats up the hard drive to its prescribed operating temperature before spinning it up in cold weather

System

Operating System Embedded real time Linux – boots from internal PROM
 Control IR Remote control, optional control panel, network

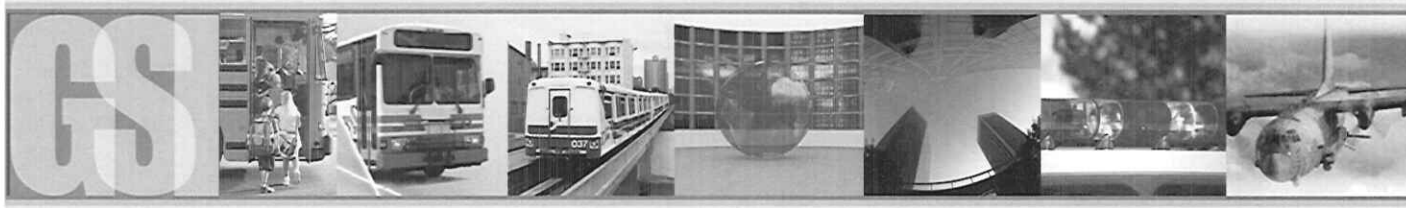
Video

Video Channels 4 channels – 504HD
 8 channels – 508HD
 Output 1 channel RCA connector
 Video Compression H.264
 Video Quality User configurable
 Video System NTSC/PAL 75 ohm termination
 Resolution NTSC: D1 (720 x 480), HD1 (720 x 240), CIF (352 x 240)
 PAL: D1 (704 x 576), HD1 (704 x 288), CIF (352 x 288)
 Frame Rate Up to 30 FPS per channel
 Video Resource Up to 120 FPS at D1 Resolution and Best Quality
 On Screen Display User configurable – time/date, GPS
 Info, speed, alarm, acceleration data, temperature, voltage, channel name, vehicle number.
 Video Streams Dual Streaming

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Audio

Audio Channels 4 - one channel of audio for each video channel. Frame rate must be above 6 fps
 Output 1 channel
 Audio Compression ADPCM

Storage

Comrad Storage Drive Size: 320GB, 500GB, 1TB or 256SSD

Recording

Recording Trigger Schedule, alarms, sensor triggers (includes ignition)
 Prerecording 15 min
 Post recording Max 30 min
 File size 15 min of video

Playback

DVR Video Playback 1 channel local
 Up to 4 channels using G4 Viewer
 Search Method Date/Time, channel file type
 Backup Mode USB

Network

Ethernet RJ 45 port (10/100M)
 Cellular HSPA/EVDO (optional)
 WiFi 802.11G / 803.11N (optional)
 GPS GPS Location, Speed, Time Sync

Power

Input 8 to 32v
 Output 12v at 2 amp, 5V at 2 amp
 Consumption 12W recording – with no cameras or accessories
 Standby Current <100 mA @ 12.6V

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Physical

Dimensions 6.9" x 6.3" x 2.1" (174 mm x 159 mm x 54 mm)

Weight 3.3 lbs. (1.5 kg)

Environmental

Operating Temp. -40°F - 150°F (-40°C to +65°C)

Operating RH Below 90% non-condensing

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Stop Arm Violation Portal

The Stop Arm Violation Portal described below is provided as an option to this proposal.

The Gatekeeper Stop Arm Violation Portal is a web based portal that provides functionality for the public who have received a stop arm violation citation/ticket and for internal staff, to document, review and track the status of alleged stop arm infraction. The Stop Arm Violation Portal provides a structured approach to store, process, track stop arm violations.

The Stop Arm Violation Portal provides services for two broad categories of users; internal users who obtain the video and process the video in cooperation with local law enforcement / local judiciary and the general public who have been issued a citation. The Stop Arm Violation Portal presents two faces, one to internal users and the other to the general public.

Public Facing

The public facing portion of the portal allows people who have received a stop arm violation citation/ticket to perform the following functions:

- Review evidence (video and still JPEG evidence of their infraction)
- Pay fine – via credit card
- Dispute citation
- Get more information (a set of FAQ will be presented)

Internal Facing

The internal portion of the portal allows designated staff to manage the life cycle of an infraction.

Functionality includes:

- Repository for video footage on a per case/citation basis
- Law enforcement review of evidence and determine if evidence is sufficient to mail citation
- Tracks status and records payment
- Tracks disposition of citation (insufficient evidence, paid and archived, payment date has expired)
- Reporting of statistics

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The stop arm violation portal functionality is quite complex and a full explanation is beyond the scope of a proposal.

This section highlights key functionality so the one can get a high level understanding for the functionality offered.

Public Facing Portal Functionality

The public facing portion of the portal is accessed via the Internet using a browser. On the next page is an image of the landing page. From this page, users can log in using credentials that will be included in the mailed violation, view the video and still image evidence, pay a fine via credit card, dispute the citation/ticket or get more information. The user will only be able to view information about a specific citation/case. All activity is logged and actions that change the disposition of the citation/ticket are reflected in the life cycle of the citation/ticket. For example, if a person pays the fine associated with the citation/ticket using a credit card through the portal, the payment information is logged to citation/case and the citation/case is then moved to the paid archive folder. Similarly, if the ticket is disputed the citation/case is moved to a disputed folder for further processing. Usually in this case staff would review the disputed tickets daily and use established procedures schedule a court/hearing date.

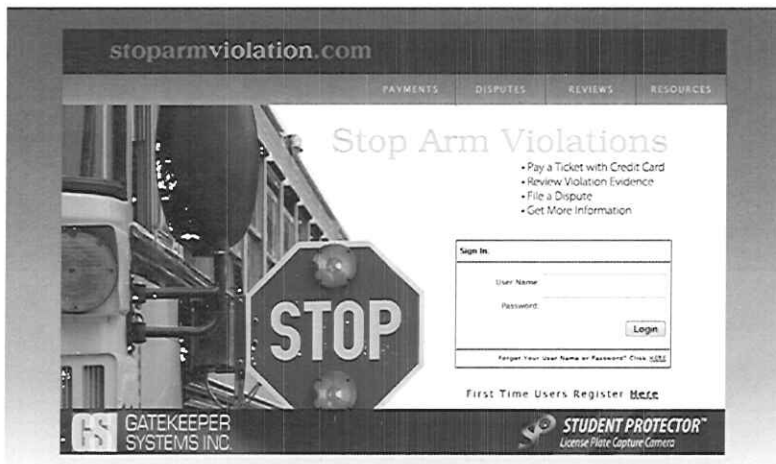


Image 1 -Landing page for public facing portion of stop arm violation portal – from here users can review video and still image evidence, pay fine via credit card, dispute the citation or get more information.

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Internal Facing Portal

The internal facing portal will be accessible by designated users that have been provided log in credentials. Each user will have access restricted as defined by their specific job function. For example staff that removes the video card from the bus and produces the JPEG still images and clips of the alleged infraction will only be able to upload the video and still image evidence. Similarly law enforcement officers who review the evidence can be limited to the screens they need to review the evidence to determine if there is sufficient evidence to proceed. All data transmitted will be secured via HTTPS and access to the portal will via User ID and Password. For added security, access to the internal portal can be further restricted to designated originating IP ranges if desired.

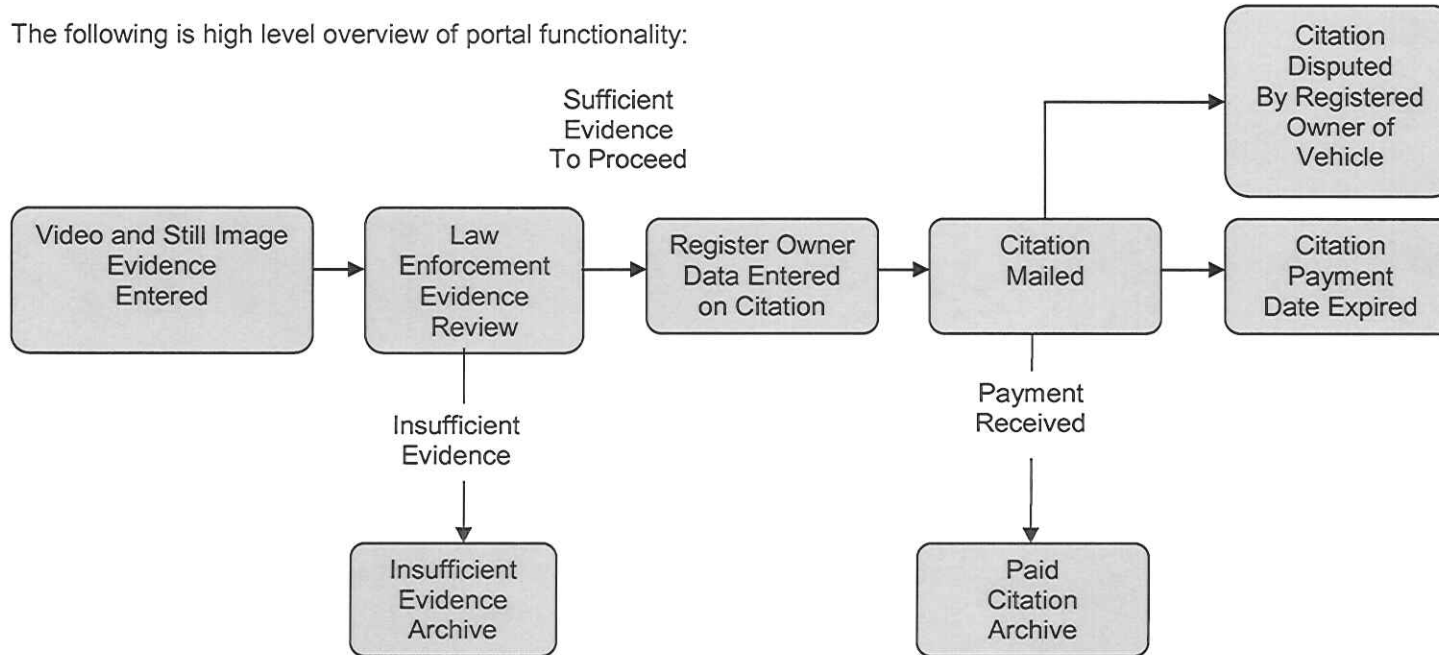
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The following is high level overview of portal functionality:



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The first step is to obtain the video of the alleged infraction. The SD card (containing the video) from the DVR on a bus is removed and analyzed using Gatekeepers MaxView Viewer. MaxView allows the analyst to step through video (frame by frame), produce clips and JPEG still images. These videos and still images are then uploaded to the portal using the following screen:

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PAYMENTS DISPUTES REVIEWS RESOURCES

Evidence Input - Case# E345433

Video from *LPR:	<input type="text"/> <input type="button" value="Browse.."/>
Video from Overview Camera:	<input type="text"/> <input type="button" value="Browse.."/>
Still Image from *LPR:	<input type="text"/> <input type="button" value="Browse.."/>
Still Image from Overview Camera:	<input type="text"/> <input type="button" value="Browse.."/>
Name of Analyst Uploading Evidence:	<input type="text"/>
License Plate Number:	<input type="text"/>

*License Plate Reading Camera

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Image 2 – Video and still image evidence upload screen

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The next step is for law enforcement who will review the evidence to determine if it is sufficient. An officer will be able to review the video and still image evidence. Once a decision has been reached the officer will then deem the evidence sufficient to proceed or insufficient to proceed.

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[PAYMENTS](#) [DISPUTES](#) [REVIEWS](#) [RESOURCES](#)

Evidence Review - Case# 345433

License Plate Number	Date Case Open	Date of Alleged Infraction	Status
XB51474	Nov 21, 2011	Nov 14, 2011	Waiting for Evidence Review

Photo/Video Evidence:

LPR Plate Image	Overview Camera Image	LPR Camera Video	Overview Camera Video
-----------------	-----------------------	------------------	-----------------------

Verdict Officer PIN

<input type="radio"/> Approved	By selecting the Approved button, you certify that you have reviewed the evidence present on this page and deem the evidence to be sufficient to issue a ticket to the accused.	
<input type="radio"/> Rejected	By selecting the Rejected button, you certify that you have reviewed the evidence present on this page and deem the evidence to NOT be sufficient to issue a ticket to the accused.	<input type="button" value="Submit Verdict"/>

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STUDENT PROTECTOR™
License Plate Capture Camera

Image 3 - Law Enforcement Evidence Review Screen – above

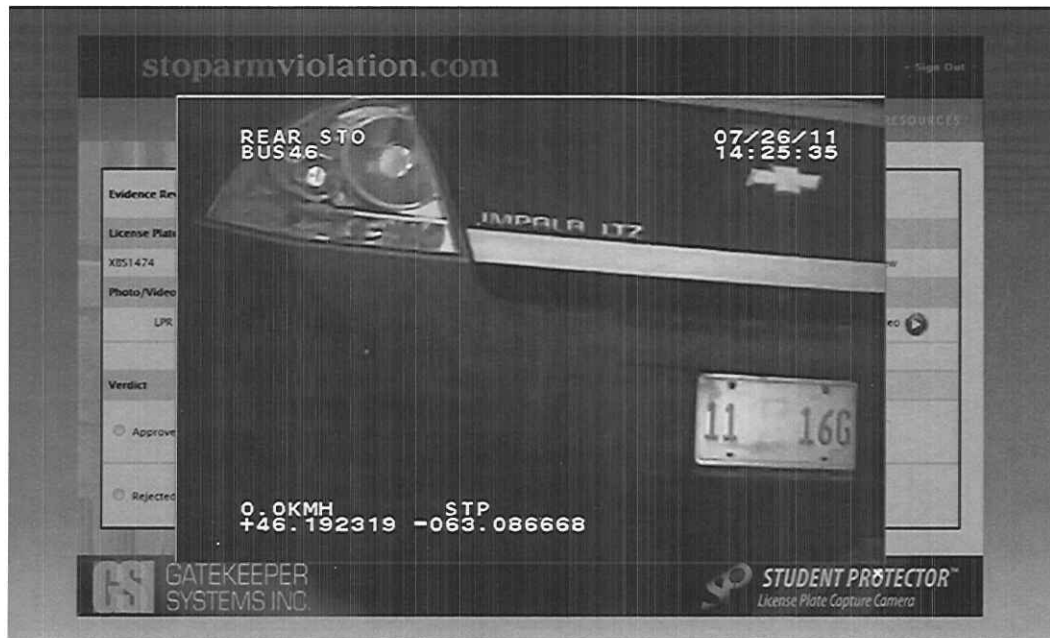
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Image 4 - View of still image evidence - below



If the evidence is sufficient to proceed then the case/ticket is moved to a folder and the registered owner data is added. Then the citation is printed and mailed. If there is insufficient evidence to proceed, the case/ticket is moved to an archive folder of cases with insufficient evidence. When the citation/ticket is printed a payment due date is assigned. If the citation/ticket is paid within the payment due date the case/citation is moved to the paid archive folder. If the ticket is not paid by the payment due date, the case/citation is moved to a folder; Citation Date Payment Expired. From this folder then the citation/ticket is further dealt with using existing processes that would be in place by local authorities for unpaid citations/tickets.

The citation/ticket can be paid either through the public facing stop arm violation portal using a credit card or through established citation/ticket payment mechanisms that local authorities already have in place. If for example, there is usually an established mechanism where someone can mail in payment or walk in

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and pay by cash, check, and credit card for citations/tickets the internal portal provides functionality to input information that payment has been received. Once a citation/ticket has been paid the case/ticket moves to the paid archive.

The internal portal provides summary screens that are used when processing citations/tickets. For example, an internal user can search based on date of alleged infraction.

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PAYMENTS DISPUTES REVIEWS RESOURCES

Case Status Overview

Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul

< 12 13 14 15 16 17 18 19 20 21 22 >
Wed Thu Fri Sat Sun Mon Tue Wed Thu Fri Sat

Infraction	Case Number	License Number	Status	Payment Due Date
Jan 17, 2010	2334077	NPV 343	Evidence Review Complete	Not Assigned
Jan 17, 2010	2334155	XYZ 123	Evidence Review Complete	Not Assigned
Jan 17, 2010	2334724	CVX 123	Ticket Mailed	Feb 31, 2012

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License Plate Capture Camera

Image 5 - Search based on infraction date

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From the previous screen, when a user double clicks on the infraction number then the following detail screen will be presented:

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[PAYMENTS](#)
[DISPUTES](#)
[REVIEWS](#)
[RESOURCES](#)

Case #345433	Alleged Infraction Date: Nov 14, 2011																								
Vehicle Information Make: Honda Model: Civic Year: 2008 License Plate: XES 474 Registered Owner: John Anthony Gendal Address: 2727 North State Street, Jackson MS 39216 Phone Number: (601) 321-3211	Location of Alleged Infraction Lat: 32° 17' N Lon: 90° 11' W Common Name Address: 2700 Block of Stewart Street, Jackson MS Evidence Uploaded Date: Nov 21, 2010 User ID: user322@email.com Files: lpr323.flv, lpr232.flv, ovc456.jpg, ovc457.jpg																								
Current Status: Ready for Evidence Review Evidence Review Complete: Nov 27, 2011, Office: (601) 322-3122																									
Sufficient Evidence	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Ready to be Mailed</td></tr> <tr><td>Mailed:</td><td>Date: Nov 29, 2011</td></tr> <tr><td>Payment Due:</td><td>Date: Dec 29, 2011 \$350.00</td></tr> <tr><td colspan="2">Payment Date Expired</td></tr> <tr><td>Payment Received:</td><td>Date: Dec 15, 2011 \$350.00</td></tr> <tr><td>Credit Card: **** * 0279 Exp. 02/14</td><td>Cardholder: John Gendal CCV: 123 Approval Code: 247553</td></tr> <tr><td colspan="2">Cheque Number:</td></tr> <tr><td colspan="2">Cash:</td></tr> <tr><td colspan="2">Payment Received, Waiting to Archive</td></tr> <tr><td>Archived:</td><td>Date:</td></tr> <tr><td>Ready to Archive</td><td>n/a</td></tr> <tr><td>Archived:</td><td>Date: n/a</td></tr> </table>	Ready to be Mailed		Mailed:	Date: Nov 29, 2011	Payment Due:	Date: Dec 29, 2011 \$350.00	Payment Date Expired		Payment Received:	Date: Dec 15, 2011 \$350.00	Credit Card: **** * 0279 Exp. 02/14	Cardholder: John Gendal CCV: 123 Approval Code: 247553	Cheque Number:		Cash:		Payment Received, Waiting to Archive		Archived:	Date:	Ready to Archive	n/a	Archived:	Date: n/a
Ready to be Mailed																									
Mailed:	Date: Nov 29, 2011																								
Payment Due:	Date: Dec 29, 2011 \$350.00																								
Payment Date Expired																									
Payment Received:	Date: Dec 15, 2011 \$350.00																								
Credit Card: **** * 0279 Exp. 02/14	Cardholder: John Gendal CCV: 123 Approval Code: 247553																								
Cheque Number:																									
Cash:																									
Payment Received, Waiting to Archive																									
Archived:	Date:																								
Ready to Archive	n/a																								
Archived:	Date: n/a																								
Insufficient Evidence	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Archived:</td><td>Date:</td></tr> <tr><td>Ready to Archive</td><td>n/a</td></tr> <tr><td>Archived:</td><td>Date: n/a</td></tr> </table>	Archived:	Date:	Ready to Archive	n/a	Archived:	Date: n/a																		
Archived:	Date:																								
Ready to Archive	n/a																								
Archived:	Date: n/a																								
Comments:																									

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Image 6 – Case/ticket summary screen

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Response to Bid Requirements

This section details Gatekeepers response to bid requirements. The **bold** text is directly from the request for proposal. Gatekeeper's response is given below in non bolded text.

3.1 Contract Items and Mandatory:

Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract items must meet or exceed the mandatory requirements as shown below.

Response:

- Understood

The unit shall contain at least three (3) cameras, a recorder, storage device, battery pack, GPS and mounting plate with vibration insulation.

Response:

- The camera POD proposed has 3 cameras. Two high contrast license plate reading cameras and one color overview camera
- The camera POD proposed contains the Gatekeeper 504HD DVR
- Battery Pack – the 504HD has a high capacity power supply that is superior to a battery. Specifically designed with high capacity capacitors there is electric energy storage capacity to eliminate the negative effects of any short term voltage fluctuations that are common in schools busses. The 504HD DVR has been tested to and passes ISO 7637-2, Road vehicles — Electrical disturbances from conduction and coupling — Part 2: Electrical transient conduction along supply lines only. This specification specifically addresses issues related to unreliable power in vehicles. By using high capacity capacitors the need to replace a battery is eliminated and the cost of ownership is reduced while achieving superior performance.
- GPS has been included.
- The camera POD includes a mounting plate with vibration insulation. The POD is easily transferable between buses.

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This system is to create a recording of an event that can be used to identify a violator of the West Virginia stop arm violation law. The unit shall provide a film clip from the time of the activation of the school bus stop arm until the arm is deactivated. A video clip from the time of the activation of the school bus stop arm until the arm is deactivated will be created.

Response:

- The proposed system will create a recording of an event that can be used to identify a violator of the West Virginia stop arm violation law and the system can be configured to provide a video clip from the time of the activation of the school bus stop arm until the arm is deactivated.
- Gatekeeper recommends that the DVR be configured to start recording when the yellow warning lights are activated and continues recording through the activation of the stop arm. With this configuration, evidence is provided that clearly indicates how long the yellow warning lights were on for. This is important as Gatekeeper has discovered that some drivers “bait” cars to pass by either not turning on the buses yellow warning light or having them on for a very short period of time before the stop arm is deployed. If either of these two scenarios are realized, then a possible defense is that the driver did not have enough time to react to the deployment of the stop arm. Additionally, by starting the recording when the warning lights are activated allows the school district to periodically review if the drivers are following policy with respect to the time between the activation of the yellow warning lights and then deployment of the stop arm.

The unit must be portable and can be moved from school bus to school bus. In order to accomplish this, a mounting plate that can be installed on every school bus in the county fleet must be provided. The box and mounting plate shall be painted school bus yellow. There shall be a vibration insulator to isolate the shock and vibration between the vehicle and DVR system.

Response:

- The proposed system is portable and can be moved from school bus to school bus. To accomplish this, a mounting plate is included that can be installed on every school bus in the county fleet. The box and mounting plate will be painted school bus yellow. There will be a vibration insulator to isolate the shock and vibration between the vehicle and DVR system.

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3.1.1. The system must include at least three (3) cameras and the cameras must be able to record simultaneously. One camera is to capture, at a minimum, the rear license plate when a vehicle is passing from the rear of the bus. The second camera is to capture, at a minimum, the license plate of the vehicle when it is passing from the front of the bus. The third camera is to capture, at a minimum, the driver of the passing vehicle. The activated stop arm is also to be captured by the cameras. The cameras shall be able to capture the license plates and the offending driver in the dark. The cameras shall be activated by a magnetic switch connected to the stop arm assembly. There shall be a motion sensor that marks the recording if a vehicle passing the bus with the “stop arm” activated.

Response:

- The system proposed will include three (3) cameras and the cameras will record simultaneously. One camera is to capture the rear license plate when a vehicle is passing from the rear of the bus. The second camera will capture the license plate of the vehicle when it is passing from the front of the bus. A third camera will capture the passing vehicle.
- The activated stop arm will be captured by the overview camera. Two cameras will capture the license plate. All cameras will operate in the dark. The cameras can be activated by a magnetic switch connected to the stop arm assembly. Gatekeeper recommends that the trigger for the activating the cameras come from sensing the electrical signals that activate the yellow warning lights and Red Lights/ Stop Arm deployment.
- There will be a motion sensor that marks the recording if a vehicle passing the bus with the “stop arm” activated

The Camera shall be able to record at the highest quality video setting at no less than 720X584 resolutions and at no less than 30 frames per second (fps) or better.

Response:

- The 504HD DRV will record at the highest quality video setting with industry standard D1 video resolution (720x480) and 30 frames per second.

The capture range shall be 10 – 27 feet and the capture speed up to 56 mph. The color cameras shall include a minimum illumination of 0.6 Lux at F1.2 and 0 Lux on IR mode. Cameras shall include the following:

- Shatterproof Lenses
- Anti-glare Glass
- Scratch Resistant Lenses
- High impact, vandal proof, stainless steel, and waterproof housing.
- Built-in Infrared Lighting for improved night/low light viewing.
- Built-in electronic shutter and automatic gain control with automatic white balance.
- Temperature resistant circuitry
- Wide Dynamic Lenses

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- Len sizes shall be specified by the vendor to optimize the view from all locations.
- Waterproof connections
- The bidder must identify the appropriate cameras and lenses to have full view of bus area.

Response:

- The License Plate reading camera range is 10 – 27 feet and the capture speed up to 56 mph. The color camera (overview camera) includes a minimum illumination of 0.6 Lux at F1.2 and 0 Lux on IR mode.
- The cameras come with the following:
 - Shatterproof Lenses
 - Anti-glare Glass
 - Scratch Resistant Lenses
 - High impact, vandal proof, stainless steel, and waterproof housing.
 - Built-in Infrared Lighting for improved night/low light viewing.
 - Built-in electronic shutter and automatic gain control with automatic white balance.
 - Temperature resistant circuitry
 - Wide Dynamic Lenses
 - Len sizes shall be specified by the vendor to optimize the view from all locations.
 - o License plate reading camera = 16mm lens
 - o Overview color camera = 12 mm lens
 - Waterproof connections

The DVR software shall be protected against unauthorized viewing or editing of the recorded video. The software needs to be able to expand to full screen viewing. The software shall expand to full screen viewing. The software shall not require multiple licenses for use on multiple computers.

Response:

- Access 504HD DVR is protected via User ID and Password. There are 3 users defined, user, power user and admin. Each user type can be secured via a unique User ID and Password.
- The viewing software G4 Viewer can expand to full screen viewing. The software is provide free of charge with free updates.

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The DVR system's power shall be self-contained in the system box. The system shall have its own power pack. The storage systems shall use a memory card that is a minimum of 32 GB for one day of recording and that is easily removed from the system's lockable box. The system shall have a GPS unit that will identify the location coordinates of the videos.

The DVR shall also include:

An option to display speed, heading, and GPS location.

The ability to individually adjust a video channel's contrast and color

Must use motion jpeg (MJPEG) compression

Have a built-in voltage regulator to prevent damage to the DVR

Capable of multiple resolutions to allow for control of hard disk usage while recording

Response:

- The DVR obtains its power from the bus electrical system. This is done so that once installed there is no battery to run low and subsequently have to maintain and charge. The bus is wired to provide +12V and sensor information (red flashing light /stop arm deployed and yellow warning lights are active or not). The POD wiring has connectors so that it is very easy to move from one bus to another.
- The DVR also includes:
 - An option to display speed, heading, and GPS location.
 - The DVR proposed utilizes MPEG 4 Part 10 compression (H.264) http://en.wikipedia.org/wiki/H.264/MPEG-4_AVC
This is the same encoding scheme that is used in Blu Ray Discs. The picture quality is extremely high and plates are easily read. The reader is urged to view sample video here of the system in action
http://www.gatekeeper-systems.com/lbr_lpr.php
The advantage of MPEG 4 Part 10 compression (H.264) is that the size of the video file is anywhere from 6 to 10 times smaller than MJPEG while maintaining excellent quality.
 - The 504HD DVR has a built-in voltage regulator to prevent damage to the DVR
 - The 504HD DVR is capable of multiple resolutions to allow for control of hard disk usage while recording however it is strongly recommended that resolution be kept at D1 (720x480). The use of MPEG 4 Part 10 compression (H.264) is optimal for stop arm video resolution as it produces an extremely high quality picture with a small bit stream. A small bit stream negates any need to reduce video resolution in order to increase record times.

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3.1.3. Maintenance and Software Upgrades

The manufacturer will provide automatic software upgrades at no additional cost for the life of the contract. The bidder will provide a toll free contact information for technical support.

Response:

- Software upgrades (for the DVR and the G4 Viewer) are provided at no additional cost for the life of the contract. Gatekeeper provides toll free contact information for technical support.

3.1.4. Installation

The bidder will supply the installation of all hardware (including accessories, cables, harnesses, etc.) and software to guarantee systems are fully functional and operational accepted by the agency prior to submittal of invoice.

The bidder will provide no less than 2 (two) dedicated technical and/or installers for this project and could be utilized by all 55 counties. Technical support shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday. Installers shall respond to installation call or service call within 48 hours. There shall be no charge for this service, during the life of the contract.

The bidder shall supply complete user training on the system and installation. This will include certification on the installation. The training will be for two (2) people/per county and should include eight (8) hours of training per county (not unit purchased).

The bidder will provide a toll free engineering support line and offer technical support at no charge, during the warranty period.

The system must be designed and supported by the Manufacture. The bidder must have experience installing and servicing and mobile video surveillance systems on school buses.

The bidder submitting the bids shall be authorized to sell and Service the equipment covered under this contract. The bidder must provide collaborating evidence that they are authorized by the manufacturer to sell and service equipment being bid.

Response:

- Installation of all hardware (including accessories, cables, harnesses, etc.) and software to guarantee systems are fully functional and operational accepted by the agency prior to submittal of invoice has been included in the quote

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- Gatekeeper will provide no less than 2 (two) dedicated technical and/or installers for this project that can be utilized by all 55 countries as part of the installation process, up until acceptance of the equipment. During this time technical support shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday. Installers will respond to installation calls or service calls within 48 hours. There is no additional charge for this service during the life of the contract.

Additional support after acceptance is available as per the warranty option section in the quotation.

- Gatekeeper will supply complete user training on the system and installation. This will include certification on the installation. The training will be for two (2) people/per county and should include eight (8) hours of training per county (not units purchased).
- Gatekeeper will provide a toll free engineering support line and offer technical support at no charge, during the warranty period.
- Gatekeeper is the manufacturer of the system and will be designed and supported by Gatekeeper. Gatekeeper is the bidder and has extensive experience installing and servicing and mobile video surveillance systems on school buses.
- Gatekeeper is the bidder and through this proposal offers to sell and will service the equipment covered under this contract.

3.1.6. Warranty

The bidder must offer a three (3) year limited parts and labor and warranty on the cameras. Installation shall have an unlimited warranty.

The bidder must supply extended warranty options.

The bidder should supply all warranty information on the system in their bid response, or upon request for evaluation purposes.

The bidder must be authorized by the manufacturer to repair the equipment during the warranty period, if the warranty repairs are to be performed by the bidder.

Response:

- A three (3) year limited parts and labor return to factory warranty is included on the cameras and DVR.
- Installation carries an unlimited warranty.
- Extended warranty Option A
 - On-site support yearly contract per person
 - Available Monday to Friday 8:00 to 5:00 PM with 48 hour response time
 - Includes local centralized inventory for advanced replacements

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- Extended warranty Option B
 - On-Site Support
 - Available Monday to Friday 8:00 to 5:00 PM
- Extended Warranty Option C
 - On site spare equipment
- Warranty information on the system is provided above and be further clarified (if required) upon request for evaluation purposes.
- The bidder (Gatekeeper Systems) is the manufacturer and thus is authorized to repair the equipment during the warranty period.

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Quotation

The following pages contain the quotation as requested in the RFP and Warranty Options

	A	B	C	D	E	
Item No	Description	Range for Volume Pricing	Estimated Qty Per County Order	# of ordering Counties	Unit Price	Extended Price
1	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labor warranty	1	1	20	\$ 2,700	\$ 54,000
2	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labor warranty	2 to 4	3	20	\$ 2,700	\$ 162,000
3	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labor warranty	5 to 10	5	9	\$ 2,700	\$ 121,500
4	Complete Stop Arm Digital Video Recording Systems, Installed, Tested and Training, With 3 year limited parts and labor warranty	11 or more	12	1	\$ 2,700	\$ 32,400

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5 Optional Extended Warranty Options	Option A	See description in section 3.1	\$80,000
	Option B	See description in section 3.1	
	per mile	<ul style="list-style-type: none"> ○ Mileage from agreed to location in West Virginia invoiced at \$0.75 ○ Living expenses invoiced at cost plus 15% for handling ○ Labor invoiced at \$45 per hour- 	
	no over time		
	Option C	See description in section 3.1	35% discount off price
<p>Listed estimated quantities are approximations only and no future use of an awarded contract is guaranteed or implied</p> <p>The bid shall be evaluated by multiplying the Estimated Quantity per County Order by the number of Ordering Counties $x \text{ Unit price} = \text{Extended Price (BxCxD=E)}$</p> <p>The award is based on the lowest responsible bidder meeting specification.</p> <p>Note: As per section 4.2 of the RFP the above pricing includes only the following "the complete DVR system (color camera, a recorder, storage device and GPS) installation, testing, start-up and training".</p> <p>Extended pricing is calculated as follows: $BxCxD=E$</p>			


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EDD3886776 - Price Page

Bidder / Vendor Information	
Name	Gatekeeper Systems Inc
Address	Unit 301 - 31127 Wheel Avenue, Abbotsford, BC CANADA
Phone #	1.888.666.4833
Fax #	1.604.864.8490
e-mail Address	ddymment@gatekeeper-systems.com
Authorized Signature	
Contact Coordinator Information	
Name	Doug Fraser
Address	Unit 301 - 31127 Wheel Avenue, Abbotsford, BC CANADA
Phone #	1.888.666.4833
Fax #	1.604.864.8490
e-mail Address	dfraser@gatekeeper-systems.com
Technical Support	1.888.666.4833
Engineering Support	1.888.666.4833

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301-31127 Wheel Ave, Abbotsford, BC V2T 6H1 P: 604-864-6187 F: 604-864-8472 Web: www.gatekeeper-systems.com



Stop Arm Portal Access Pricing

Stop Arm Portal - Customer Managed

- School District purchases equipment for bus (DVR, LPR Cameras etc.)
- Gatekeeper hosts and provides access to stop arm portal (internal and public facing)
- Charges per judicial jurisdiction and/or school district
- Includes customer branding of portal and unique URL for access to portal
- Customer collects video from bus and enters evidence into portal and manages the ongoing data flow of cases through the portal
- Gatekeeper hosts the portal at a carrier grade hosting facility
- Access is via the public internet
- Access to the portal is achieved via Internet Explorer on a Windows PC
- Customer is responsible for access to the Internet for their own PC's
- Customer is responsible for printer hardware, printing of tickets, mailing of tickets
- Item 4 below is charged per occurrence of credit card payment through portal
- Any price increase shall not exceed the national rate of inflation and only applicable annually with 120 days notice

Item	Qty	Description	Configuration	Each	Extended
1	1	Stop Arm Portal Software License	One Time Fee	\$25,000	\$25,000
2	1	Annual Software Maintenance Fee for Stop Arm Violation Portal	Annual Fee payable yearly in advance	\$4,250	\$4,250
3	1	Per Case Transaction Fee	Fee for every case created	\$30	\$30
4	Per Occurrence	Payment Transaction Processing Fee	Payment Transaction Processing Fee	3.5%	3.5%
5	Lot	Project Implementation	Project Management,	\$5,000	\$5,000
6	Lot	Training	4 Days On Site Training access to 1 - 800 support line	\$4,000	\$4,000

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7	Per Occurrence	Expert Witness Support	Expert Witness Support – first 2 events included then fees as indicated apply	\$2,000 plus travel and living expenses	\$2,000 plus travel and living expenses
8	Lot	Access to Portal Data After Contract Expires	In the event that the customer does not renew a contract with Gatekeeper System access to the portal will be provide for an additional 5 years for fee of \$7,000 per year, payable in advance yearly	\$7,000 per year	\$7,000

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Exhibit A – Corporate Overview

Description and Strategic Focus:

Gatekeeper Systems Inc. (GSI) specializes in design, manufacturing and marketing of total video security solutions for mobile and extreme environments. Operations are conducted through two divisions of GSI, namely Gatekeeper® mobile video systems under the brand NiTRO™ and Deep Development Corp. under the brand Viperfish®. GSI's school bus division provides integrated high resolution video security systems for school bus fleets while Deep Development Corp. division focuses on providing systems that deliver a common operating picture and analyzing mission critical data for customers such as the United States Air Force and Oil/Gas Markets. Fueled by Homeland Security awareness and heightened security since 9/11, the companies focus has been on delivering integrated solutions that provide a common operating picture.

School Bus Division Market

- 550,000 School Buses in North America
- 35,000 to 45,000 new school buses manufactured each year
- Estimated 75% will have video systems
- Estimated 300,000 analog video systems installed on school buses since 1992 – all will require upgrade to digital
- Gatekeeper customer base over 3,500
- Installation in every State and Canada

School Bus Division Successes

- Clark County Schools (5th largest in USA) - 1800 Buses
- Dallas County Schools - 1700 Buses – Wireless Download from 8 bus yards located over a 900 sq mile area
- San Diego Unified – 1000 Vehicles
- Cook Illinois Corp, IL – 2000 Buses
- Springfield City Schools, MO – 280 Buses

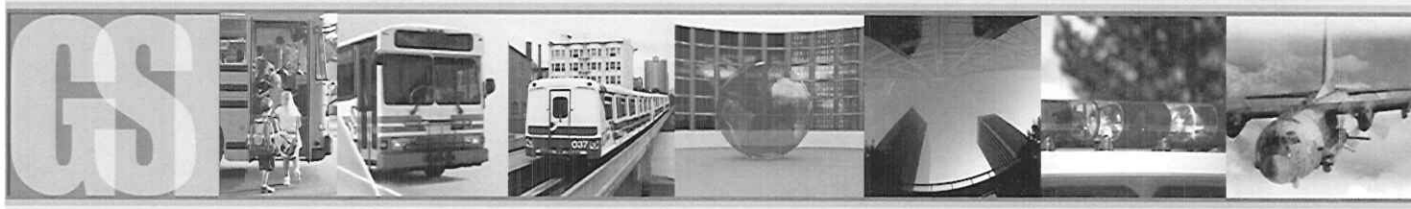
Deep Development Division

GSI's digital video recorders are integrated into the flight systems of the US Air Force's C130 Gunships as a high altitude battle damage video recorder for post mission analysis.

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Successes

- Boeing Aerospace, Defense Contractor to AC130 Gunship
- USAF-DOD USA, Viperfish ASX designed into AC130 Gunship
- Sea King Helicopters Canada
- Columbia Air Force, Air Surveillance Group
- Flight Safety – Viperfish - designed into Lockheed Martin's Flight Simulators

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