Contract # 19088

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: TRANSPORTATION Agency Code: 810 Division: TRAFFIC OPERATIONS CENTER, referred to as (STATE), and the following CONTRACTOR:

VBRICK SYSTEMS
Name
12 BEAUMONT ROAD
Address
WALLINGFORD CT 06492-2402
City State Zip

LEGAL STATUS OF CONTRACTOR
- [ ] Sole Proprietor
- [ ] Non-Profit Corporation
- [x] For-Profit Corporation
- [ ] Partnership
- [ ] Government Agency

Contact Person JOE CHORDAS Phone #203 303-0127 Email joec@vbrick.com - Jim C
Federal Tax ID# 061507424 Vendor #91868A Commodity Code #72520000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
TO PROVIDE THE DEPT. OF TRANSPORTATION - TRAFFIC OPERATIONS CENTER WITH MPEG-2/MPEG-4 VIDEO ENCODERS AND MPEG-2 DECODERS, INCLUDING ACCESSORIES.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 810 46000000036, FY2003, Bid#JG4036 or a pre-approved sole source authorization (from the Division of Purchasing) #: SS_____.

4. CONTRACT PERIOD: Effective date: 11/01/03 Termination date: 10/31/04 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 2-(1) ONE YEAR RENEWALS

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $9999999999 for costs authorized by this contract. Additional information regarding costs: _____

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Special Terms and Conditions
ATTACHMENT D: Pricing Listing

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # JG4036 dated 09/17/03.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

SEE BID FOR SIGNATURE 11/04/2003
Contractor's signature Date
see attached;
Pat Cassella Sr. Director of Product Management
Type or Print Name and Title

STATE

11/19/2003
Agency's signature Date
Director, Division of Purchasing Date

Director, Division of Finance

Mandy Wilson	801-965-4068	801-965-4073	mandywilson@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

ENT'D MAR 11 2005

JUL 23 2005

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://purchasing.utah.gov

Request for Proposal

Solicitation Number: JG4036

Due Date: 09/23/03 @ 3:00PM

Date Sent: August 26, 2003

Agency Contract

Goods and services to be purchased: VIDEO ENCODERS / DECODERS

Please complete

Company Name: VBrick Systems		Federal Tax Identification Number: 06-1507424	
Ordering Address: 12 Beaumont Rd	City: Wallingford	State: CT	Zip Code: 06492
Remittance Address (if different from ordering address):	City:	State:	Zip Code:
Type: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person: Joseph Chordas		
Telephone Number (include area code): (203) 303-0127	Fax Number (include area code): (203) 265-6750		
Company's Internet Web Address: http://www.vbrick.com	Email Address: joec@vbrick.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered): 30 days	Days Required for Delivery After Receipt of Order (see attached for any required minimums): 30 day ARO		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No X. If no, enter where produced, etc. Connecticut

Offeror's Authorized Representative's Signature: [signature]	Date: 9/17/2003
Type or Print Name: Pat Cassella	Position or Title: Sr. Director of Product Management

State of Utah
Department of Administrative Services
Division of Purchasing and General Services

Michael O. Leavitt
Governor
S. Camille Anthony
Executive Director
Douglas G. Richins
Division Director

3150 State Office Building - Capitol Hill - Salt Lake City, Utah 84114
Phone: (801) 538-3026 - Fax: (801) 538-3882 - www.purchasing.utah.gov

August 27, 2003

*** ADDENDUM *** ADDENDUM *** ADDENDUM ***

SOLICITATION: **JG4036**
DUE DATE: **09/23/03**
TIME: **3:00PM**
DESCRIPTION: **VIDEO ENCODERS / DECODERS**

ADDENDUM #1

The following are to be added or changed to the specifications for this RFP:

1. Please replace the Evaluation Criteria section of the RFP with the attached section. The previous section contained cost scoring that will not be used as was stated.

2. The due date remains 09/23/03 @ 3:00PM.

3. With procurement process questions contact Jared Gardner (801) 538-3342.

**********END OF ADDENDUM**********

To acknowledge receipt of addendum, include a copy of this addendum with RFP submittal or give written acknowledgement with the RFP. It shall be the responsibility of the bidder to appropriately disseminate this information to all concerned prior to the assigned bid time.

VBrick Systems		9/17/2003
Company Name	Signature Pat Cassella	Date

State of Utah
Division of Purchasing
3150 State Office Building
Salt Lake City, UT 84114
Phone (801) 538-3026
Fax (801) 538-3882

September 11, 2003

*** ADDENDUM *** ADDENDUM *** ADDENDUM ***

SOLICITATION: JG4036
DUE DATE: 09/23/03
TIME: 3:00PM
DESCRIPTION: VIDEO ENCODERS/DECODERS

ADDENDUM #2

The following are to be added or changed to the specifications for this bid:

RESPONSES TO QUESTIONS – BID JG4036

1) What are the volumes of each line item of the proposal?

There are no guarantees that any items will be purchased nor has there been any specific quantities identified. Encoders and Decoders of different characteristics will be purchased for future CCTV surveillance projects and integration/conversion of existing CCTV camera sites throughout the State of Utah. A successful bidder will be issued a one-year contract with an option to renew for a 2nd and 3rd year. During that 1-3 year duration, the purchases could potentially include as many or exceed the following quantities:

Outdoor Encoders - 300 units
Indoor Decoder Channels - 150 units

2) The evaluation does not include video quality in the point system. What is the video quality criteria you are looking for?

The video quality was not detailed intentionally. Most high-speed streaming MPEG2 is characterized as near DVD quality video. The system was designed around 3-4 Mbps video streams.

3) What is the backbone network? IP or ATM?

The RFP requires 10/100 Ethernet interfaces on the CODECS. The existing backbone is based on ATM. This backbone is being upgraded to Gigabit Ethernet.

4) Section 1.3.8 refers to (2) rs232 data ports. What is the reason this is required?

They will be used to support a variety of field devices such as camera PTZ control, and traffic monitoring stations.

5) In section 1.6.1, regarding evaluation samples, it appears that we could request the equipment be returned after evaluation is complete, however, section 2.12.1 indicates that the samples would be paid for at the contract unit price. Which is preferred?

Samples should be returned to vendor. The Basis for Payment, Section 2.12 refers to products that are identified and specifically identified in a contract.

6) In section 2, Technical Project Requirements, can we still respond to an optional offering if we do not meet ALL of the individual requirements? This is also mentioned in section 3.1.2 (Executive Summary) as "indicate any requirements that cannot be met by the Offeror but does not differentiate between Mandatory and Optional offerings.

Yes.

7) In section 3.1.4.3, regarding references, is it preferred that the reference accounts be those which pertain to security and surveillance?

Preference is State DOT, City & County Public Works that have deployed CODECS for traffic management systems. Others references can be included.

8) In the addendum (JG4036), item 1 - Cost Proposal, since this is the largest weighted category can you clarify the decision criteria (i.e.: how points will be awarded) ?

Cost scores will be based on a predetermined Cost Formula, which has been established and administered by State of Utah Purchasing.

9) In the addendum (JG4036), item 2 - Interoperability, can you clarify how points will be awarded to Encoders? In item 1 it was noted that the State would likely use more Encoders than Decoders however it is not clear how Encoders will receive any points for interoperability. Also, can you provide further information regarding the format of the MPEG-2 Encoders that are being evaluated (i.e.: MPEG-2 Elementary, Program or Transport stream)?

Utah State personnel believe the versatility for their system lies in the emphasis on decoders, which are capable of decoding multiple encoded video streams. However, it is recognized that some attention should be given to encoders that produce a standard stream that can be decoded by multiple manufacturers or products. The evaluation criterion has been adjusted to provide some consideration to the encoders.

In regards to MPEG-2 streams, it was intentional not to specify the digital stream format. The State will consider whatever stream format (Elementary, Program or Transport) the Offeror's encoder generates. It should be noted that the encoder that produces a video stream that interoperates with currently available decoders would be given the greatest scoring consideration.

Replace Section 4.4.2.2 of RFP JG 4036 with the following:

4.3.2.2 ***Interoperability.*** This area shall have a weight of **20%.** Interoperability and conformance to nationally adopted standards are key to ensure the equipment remains useful and compatible long into the future and to share information across jurisdictional boundaries. The Offeror with the product(s) that demonstrate the greatest ability to interoperate with other currently available and marketed encoders/decoders not produced, manufactured or distributed by the Offeror shall receive the highest interoperability score. Preference will be given to the Offeror whose sample decoder can decode encoded video streams and whose sample encoder can be decoded from the greatest number of other Offeror's COTS products.

Replace Evaluation Criteria, Item 2 Scoring criteria as follows (maximum 10 pts):

Decoder Interoperability with 3 or more encoders from other vendors .....7 pts
Decoder Interoperability with 2 encoders from other vendors .....4 pts
Decoder Interoperability with 1 encoder from other vendors.....1 pts
Decoder Interoperability with 0 encoders from other vendors .....0 pts

Encoder Interoperability with 3 or more decoders from other vendors.....3 pts
Encoder Interoperability with 2 decoders from other vendors.....2 pts
Encoder Interoperability with 1 decoder from other vendors .....1 pts
Encoder Interoperability with 0 decoders from other vendors.....0 pts

**********END OF ADDENDUM**********

To acknowledge receipt of addendum, include a copy of this addendum with BID submittal or give written acknowledgement with the BID. It shall be the responsibility of the bidder to appropriately disseminate this information to all concerned prior to the assigned bid time.

VBrick Systems	Pat Cassella	9/17/2003
Company Name	Signature	Date

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CONFLICT OF INTEREST: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.

7. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

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

10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

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

12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. (Revision date: Apr 24, 2002)

ATTACHMENT B

SCOPE OF WORK

1.0 SCOPE

This contract has been established to provide, as required, Video MPEG-2/MPEG-4 Encoders and MPEG-2 Decoders and Accessories to be deployed throughout the State of Utah at various Freeway and Arterial Camera Surveillance Locations, various Traffic Operation Centers, participating Media Outlets and for other Traffic Video Display devices.

2.0 PRODUCT SPECIFICATIONS

2.1 The physical dimensions of all Stand-Alone MPEG-2 Video Encoder(s) / Decoder(s) shall not exceed 3.5 inch height, 10.0 inch width or a Standard EIA 19 inch width rack mount, and 14.0 inch depth. The total weight shall not exceed 9 lbs. The physical dimensions requirement shall include any cable connectors that may protrude from the device.

2.2 All MPEG-2 Video Encoder(s) / Decoder(s) shall be enclosed in a stand-alone chassis.

2.3 The system shall be fully functional with an input power of 89 VAC to 135 VAC, 57-63 Hz with a power factor better than 0.85 and shall be equipped with a quick disconnect connector with a locking mechanism.

2.4 The MPEG-2 Video Encoder(s) / Decoder(s) shall support the following network features:

2.4.1 Minimum of 100 Mbps Ethernet Interface Port

2.4.2 Support and Utilize the IP Network Protocol

2.4.3 Capable of broadcasting video over unicast and multicast protocols

2.4.4 Support Full Duplex Operations

2.5 The MPEG-2 Video Encoder(s) / Decoder(s) shall support SNMP network management.

2.6 The MPEG-2 Video Encoder(s) / Decoder(s) shall include the following video encode/decode selection options:

2.6.1 SNMP control from external system or other approved ASCII command line interface

2.6.2 Graphical User Interface

2.6.3 Terminal interface

2.6.4 The MPEG-2 Video Encoder(s) / Decoder(s) shall be equipped with an RS-232 console port for configuration purposes.

2.6.5 The MPEG-2 Video Encoder(s) / Decoder(s) shall be equipped with a minimum of two (2) RS-232 Data Ports.

2.6.6 All configuration parameters for the MPEG-2 Video Encoder(s) / Decoder(s) shall be software configurable and saved in the NVRAM.

2.6.7 The combined encode/decode latency shall not exceed 250 ms for all MPEG-2 Video Encoders/Decoders.

2.6.8 The MPEG-2 Video Encoder(s) / Decoder(s) shall require the use of a password for remote access.

2.6.9 All MPEG-2 Video Encoder(s) / Decoder(s) shall have the capability of upgrading its software remotely.

2.6.10 All MPEG-2 Video Encoder(s) / Decoder(s) shall come equipped with a console cable (RJ45 or DB9 connectors), 3 feet CAT 5 network patch cable (RJ45 connectors) and minimum 3 feet video cable (BNC connectors).

2.6.11 CONNECTORS

2.6.11.1 All composite video ports shall come equipped with a BNC connector input;

2.6.11.2 All Ethernet interfaces shall come equipped with an RJ-45 connector input.

2.6.11.3 All console ports and serial ports shall come equipped with an RJ-45 or DB9 connector input.

2.6.11.4 The decoders and encoders shall include all power cables and power adapters (transformer / power packs) needed to connect to a 5-15R-style power receptacle. When power adapters have an integrated power connector, stress relief clamps shall be provided when necessary to secure the connection.

2.6.12 TEMPERATURE REQUIREMENTS

2.6.12.1 All "Indoor" encoders/decoders shall conform to performance specifications when operated in the following environment:

Operating Temperature:	0°C to +40°C
Humidity:	Up to 90% (non-condensing)

2.6.12.2 All "Outdoor" encoders/decoders shall conform to performance specifications when operated in the following environment:

Operating Temperature:	-20°C to +70°C
Humidity:	Up to 90% (non-condensing)

2.7 DOCUMENTATION

The MPEG-2 Video Encoder(s) / Decoder(s) shall include an electronic copy (on a CD) of the product's Users Manual, which shall include installation instructions in PDF format.

2.8 REPAIR AND SUPPORT SERVICES

2.8.1 The Contractor shall provide telephone customer support as required during normal business hours, at no cost during the warranty period.

2.8.2 The Contractor shall stock the necessary replacement products to maintain the operability of the system for a period of at least five (5) years from the date of delivery.

2.8.3 All MPEG-2 Video Encoder(s), MPEG-2 Decoder(s) and MPEG-4 Encoders, as described below, will be considered a unit, delivered as directed by the STATE.

3.0 CONFIGURATION REQUIREMENTS

3.1 MPEG-2 STAND-ALONE VIDEO ENCODER (INDOOR, 1 CHANNEL)

3.1.1 The encoder shall be equipped with one (1) composite video input port.

3.1.2 The encoder shall interoperate with all other MPEG-2 decoders included in this specification.

3.1.3 The encoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.1.4 The encoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.2 MPEG-2 STAND-ALONE VIDEO ENCODER (INDOOR, 2 CHANNELS)

3.2.1 The encoder shall be equipped with one (1) composite video input port for each channel.

3.2.2 The encoder shall interoperate with all other MPEG-2 decoders included in this specification.

3.2.3 The encoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.2.4 The encoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.3 MPEG-2 STAND-ALONE VIDEO ENCODER (OUTDOOR, 1 CHANNEL) – REQUIRED

3.3.1 The encoder shall be equipped with one (1) composite video input port.

3.3.2 The encoder shall interoperate with all other MPEG-2 decoders included in this specification.

3.3.3 The encoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.3.4 The encoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.4 MPEG-2 STAND-ALONE VIDEO ENCODER (OUTDOOR, 2 CHANNELS)

3.4.1 The encoder shall be equipped with two (2) composite video input ports.

3.4.2 The encoder shall interoperate with all other MPEG-2 decoders included in this specification.

3.4.3 The encoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.4.4 The encoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.5 MPEG-2 STAND-ALONE VIDEO DECODER (INDOOR, 1 CHANNEL) - REQUIRED

3.5.1 The decoder shall be equipped with one (1) composite video output port.

3.5.2 The decoder shall interoperate with all other MPEG-2 encoders included in this specification.

3.5.3 The decoder shall meet the temperature requirements set forth in Section 3; 3.6.12

3.5.4 The decoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.6 MPEG-2 STAND-ALONE VIDEO DECODER (INDOOR, 2 CHANNELS)

3.6.1 The decoder shall be equipped with one (1) composite video output port for each channel.

3.6.2 The decoder shall interoperate with all other MPEG-2 encoders included in this specification.

3.6.3 The decoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.6.4 The decoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.7 MPEG-2 RACK-MOUNT/CHASSIS-BASED VIDEO ENCODER/DECODER (INDOOR, MULTI-CHANNEL)

3.7.1 The rack mounted/chassis-based video encoder/decoder shall interoperate with all other MPEG-2 decoders/encoders provided by the Contractor.

3.7.2 The encoder/decoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.7.3 The encoder/decoder shall be ISO/IEC 13818-2 compliant for MPEG-2.

3.8 **Medium Density MPEG-2 Video Encoder/Decoder (Indoor, Multi-Channel)**

3.8.1 The encoder/decoder shall be capable of supporting five (5) or more channels in a single chassis.

3.8.2 The physical dimensions shall not exceed 5.25" (H) x 19.0" W) X 21.0" (D). It shall be designed for an EIA 19" rack mount.

3.9 **High Density MPEG-2 Video Encoder/Decoder (Indoor, Multi-Channel)**

3.9.1 The encoder/decoder shall be capable of supporting 20 or more channels in a single chassis.

3.9.2 The physical dimensions shall not exceed 14.0" (H) x 19.0" (W) X 21.0" (D). It shall be designed for an EIA 19" rack mount.

3.10 **MPEG-4 STAND-ALONE VIDEO ENCODER (INDOOR, 1 CHANNEL)**

3.10.1 The encoder shall be equipped with one (1) composite video input port.

3.10.2 The encoder shall be capable of interoperating with two (2) or more common software decoders.

3.10.3 The encoder shall meet the temperature requirements set forth in Section 3; 3.6.12.

3.10.4 The encoder shall be enclosed in a stand-alone chassis.

3.10.5 The encoder shall be ISO/IEC 14496-2 compliant for MPEG-4.

3.11 **MPEG-4 STAND-ALONE VIDEO ENCODER (OUTDOOR, 1 CHANNEL)**

3.11.1 The encoder shall be equipped with one (1) composite video input port.

3.11.2 The encoder shall be capable of interoperating with two (2) or more common software decoders.

3.11.3 The encoder shall meet the temperature requirements set forth in

Section 3; 3.6.12.

3.11.4 The encoder shall be enclosed in a stand-alone chassis.

3.11.5 The encoder shall be ISO/IEC 14496-2 compliant for MPEG-4.

4.0 Parts Price Listing

See Attachment D.

ATTACHMENT C

SPECIAL TERMS AND CONDITIONS

1.0 CONTRACT

This contract shall be a one-year contract with two one-year renewal options.

2.0 CONTRACT ACCEPTANCE

As outlined in the RFP (JG4036) the Contractors signature on the RFP has been used as the legally binding signature for this contract.

3.0 WAGES

3.1 The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

4.0 INVOICING

4.1 The Contractors invoice shall list the name of the Contractor, the State of Utah Contract Number, the Agency Purchase Order, the project name, the order date, the invoice date, and the remittance address. Each product purchased shall be itemized, showing the number of purchased units, serial numbers (unit identification number) of each unit, the unit costs and the total amount of each item. Invoices not meeting these requirements shall be referred to the Contractor for correction and shall not be paid until corrected.

CONTRACTOR shall submit invoices to STATE Project Manager:

Samuel Sherman
ITS & CVO Engineer
Utah Department of Transportation ITS Division
2060 South 2760 West
Salt Lake City, Utah 84114-0100
Office 801-887-3744
Fax 801-887-3795

4.0 PAYMENT

All MPEG-2 Video Encoder(s) / Decoder(s) and MPEG-4 Video Encoders measured as a unit, will be paid for at the contract unit price of each, which pricing shall be payment in full for furnishing a complete Encoder/Decoder unit encased in a stand-alone chassis, a power cord, a power supply, cabling, a 5-year warranty (includes the optional 2 year warranty and the original 3 year warranty), for all labor, tools, equipment, transportation (shipping costs) and incidentals necessary.

5.0 PRODUCT WARRANTY

5.1 The MPEG-2 Video Encoder(s) / Decoder (s) and furnished software shall be warranted by the manufacturer for five (5) years from the date of delivery. Each delivery must include all serial numbers applicable.

5.2 The State, or the manufacturer's representative, may make minor warranty repairs with the consent of the manufacturer. The manufacturer will make all other warranty repairs. The Contractor shall bear all costs, including labor, parts, and transportation (shipping) charges.

5.3 All revisions and updates to the furnished software or firmware shall be provided during the warranty period at no additional cost. With consent of the manufacturer, the State shall assume responsibility for installation of updates to systems that have been in use for more than 30 days.

5.4 MPEG-2 Video Encoder(s) / Decoder(s) or accompanying software found to be defective during the warranty period shall be replaced or repaired free of charge by the manufacturer. The replacement or repair of defective MPEG-2 Video Encoder(s) / Decoder(s) or accompanying software shall occur within fourteen (14) calendar days of notification by the State. Notification by the State will be in the form of an email or official letter.

6.0 NON-ASSIGNMENT

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

7.0 QUALITY OF PRODUCT

CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the products required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to provide the State with said products.

8.0 COMPLETE CONTRACT

This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreements, oral and/or written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE and of the CONTRACTOR.

ATTACHMENT D
PRICE LISTING
VBRICK SYSTEMS, INC.
ITS VIDEO ENCODERS / DECODERS

NOTE: PRICING INLCUDES 5 YEAR WARRANTY (WHERE APPLICABLE) AND SHIPPING COSTS.

Item #	Req'd (R) or Optional (O)	Item Description	Vendor Model #	Unit	Contract Price	
1	O	MPEG-2 Stand-Alone Video Encoder (Indoor, 1 Channel)	9170-4200-0002	Each	**$2,894.20**	
2	O	MPEG-2 Stand-Alone Video Encoder (Indoor, 2 Channels)	9110-4300-0002	Each	**$9,720.39**	
3	R	MPEG-2 Stand-Alone Video Encoder (Outdoor, 1 Channel)	9170-4200-0002	Each	**$2,430.20***	
4	O	MPEG-2 Stand-Alone Video Encoder (Outdoor, 2 Channels)	9110-4300-0002	Each	**$9,7250.39**	
5	R	MPEG-2 Stand-Alone Video Decoder (Indoor, 1 Channel)	9110-5200-0002	Each	**$3,358.20***	
6	O	MPEG-2 Stand-Alone Video Decoder (Indoor, 2 Channels)	9110-5300-0002	Each	**$5,794.20***	
7	O	Medium Density MPEG-2 Rack-Mount/Chassis-Based Video Encoder/Decoder (Indoor, Multi-Channel) Configuration: 5 Channel Decoder	NO BID	Each	**NO BID**	
8	O	High Density MPEG-2 Rack-Mount/Chassis-Based Video Encoder/Decoder (Indoor, Multi-Channel) Configuration: 20 Channel Encoder	NO BID	Each	**NO BID**	
9	O	MPEG-4 Stand-Alone Video Encoder (Indoor, 1 Channel)	9140-4200-0002	Each	**$4,857.77**	
10	O	MPEG-4 Stand-Alone Video Encoder (Outdoor, 1 Channel)	9140-4200-0002	Each	**$4,857.77**	
11	PERCENT DISCOUNT ON OTHER RELATED CODEC EQUIPMENT IN VENDOR'S CATALOG (not priced above) **16%** %					

ATTACHMENT D
PRICE LISTING
VBRICK SYSTEMS, INC.
ADDITIONAL RELATED CODEC DEVICES AND SUPPORTING EQUIPMENT

NOTE: PRICING INLCUDES 5 YEAR WARRANTY (WHERE APPLICABLE) AND SHIPPING COSTS.

Item #	Item Description	Vendor Model #	Unit	Contract Price	
12	Stream Player Plus Unlimited	7400-0013-0101	Each	**$2,007.14**	
13	VBVoD – NXG	8000-0048-0000	Each	**$14,582.99**	
14	Rack Mount Tray	4110-0022-0100	Each	**$113.18**	
15	VBrick SDK	8000-0033-0003	Each	**$1,249.19**	
16	VBrick 6086 STB MPEG 1/2/4	8000-0044-0000	Each	**$696.00**	
17	MPEG 2-4 Standard Repair	7801-0000-0000	Each	**$1,950.00**	
18	Technical Services	TECH SUPP_ONS	Each	**$1,950.00 + T&E**	
19	MPEG-2 Software Decoder	7400-0110-0100	Each	**$8.38**	
20	VBStar Hard drive option on 9110 series units listed above	9110-XXXX-1XXX	Each	**$995.00**	

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