



Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **WatchGuard Video Inc.**, 415 E. Exchange Pkwy., Allen, TX 75002 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 2/19/2020 | 7:58 PM CST

WatchGuard Video Inc.

DocuSigned by:
By: Troy Montgomery
822E6C61C41C4D6...
Troy Montgomery

Title: Director of Sales

Date: 2/24/2020 | 11:01 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 2/19/2020 | 8:04 PM CST

RFP 010720 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: WatchGuard Video, Inc.
Does your company conduct business under any other name? If yes, please state: Motorola Solutions, Inc.
Address: 415 E. Exchange Pkwy
Allen, TX 75002
Contact: Kyrie Endres
Email: watchguard.bids@motorolasolutions.com
Phone: 469-640-5353
Fax: 469-640-5353
HST#: 11-3717781

Submission Details

Created On: Thursday November 07, 2019 09:37:51
Submitted On: Monday January 06, 2020 12:23:13
Submitted By: Kyrie Endres
Email: watchguard.bids@motorolasolutions.com
Transaction #: f41cbc47-6a1e-489e 9571-2437647ae809
Submitter's IP Address: 50.84.189.134

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	WatchGuard Video, Inc.
2	Proposer Address:	415 E. Exchange Pkwy. Allen, TX 75002
3	Proposer website address:	www.watchguardvideo.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Troy Montgomery Director of Sales 415 E. Exchange Pkwy. Allen, TX 75002 Troy.Montgomery@motorolasolutions.com (972) 423-9777
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Madeline Powell Proposal Specialist 415 E. Exchange Pkwy Allen, TX 75002 Madeline.Powell@motorolasolutions.com (469) 640-5353
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kyrie Endres Proposal Manager 415 E. Exchange Pkwy. Allen, TX 75002 Kyrie.Endres@motorolasolutions.com (469) 640-5353

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>WatchGuard, a wholly owned Motorola Solutions, Inc. company, was founded in 2002 and began full production of its mobile video products in September of 2005, with initial shipments of our in-car solution beginning in October 2005. WatchGuard began deploying wearable cameras to law enforcement agencies in 2010. VISTA has been available to purchase since December 2014 and began shipping in March of 2015.</p> <p>WatchGuard is the world's largest manufacturer of video systems for law enforcement, providing systems to over one third of all U.S. and Canadian law enforcement agencies. In the most recent industry survey by IHS, WatchGuard was again recognized by this independent research organization as the worldwide market share leader in mobile video surveillance systems.</p> <p>We currently have approximately 6,300 law enforcement agencies as customers and over 77,000 of our mobile DVR systems in the field. WatchGuard has moved solidly into the number one market share position for US sales of digital police in-car video systems.</p> <p>All product manufacturing is done domestically in the company's 144,000 square foot facility in Allen, Texas. The facility accommodates approximately 500 employees and all departmental work areas, including a 43,000-square-foot manufacturing facility where all of WatchGuard's products are assembled.</p> <p>WatchGuard's commitment to innovation can be seen in the large investments we make in the Research and Development of new products. We have the largest engineering team in the industry and have invested over \$66 million into the development of digital video systems for law enforcement. We feel that innovation of quality and technically advanced products is essential to maintaining our position in this fast paced and rapidly evolving industry.</p> <p>WatchGuard has been pioneering technological innovations since its inception in 2002. Over its history, WatchGuard has been first to market with many technology breakthroughs including (1) the industry's first and only completely integrated and synchronized in-car and body worn system, (2) the industry's first HD in-car video system, (3) Record-After-the-Fact functionality, (4) multiple resolution recording and (5) the industry's first direct-to-DVD in-car video system.</p> <p>WatchGuard's commitment to innovation can be seen in the large investments we make in the Research and Development of new products. We have the largest engineering team in the industry and have invested over \$66 million into the development of digital video systems for law enforcement. We feel that innovation of quality and technically advanced products is essential to maintaining our position in this fast paced and rapidly evolving industry.</p> <p>WatchGuard has been pioneering technological innovations since its inception in 2002. Over its history, WatchGuard has been first to market with many technology breakthroughs including (1) the industry's first and only completely integrated and synchronized in-car and body worn system, (2) the industry's first HD in-car video system, (3) Record-After-the-Fact functionality, (4) multiple resolution recording and (5) the industry's first direct to DVD in car video system.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Our business is focused on law enforcement video and evidence management systems. WatchGuard's product strategy revolves around providing premium hardware with functionality that can only be performed in hardware (versus software solutions) and video management solutions that achieve automation through integration. Our hardware roadmap includes further reduction in the size and weight of our body worn camera, continued improvement in the audio and video quality of our already industry leading cameras and microphones, increasing product longevity through improved materials and construction thereby reducing total cost of ownership for our partner agencies, tight integration with most CAD/RMS vendors, further integration, feature improvements and ease of use for our redaction software, and development of next- gen platforms for our body worn, in-car offerings and video management software that take advantage of emerging AI technologies, speech recognition abilities and facial recognition technologies.</p> <p>WatchGuard continues to invest heavily in projects that bring immediate value to our partner agencies. We have one of the largest and most prolific engineering groups in the industry. Our current 100+ person (and growing), senior level engineering team is comprised of a wide range of expertise and experience that includes:</p> <ul style="list-style-type: none"> System architecture High reliability systems design Image processing Video encoding/decoding Audio encode/decode MPEG2/MPEG4/H.264 High speed data processing High speed communication Digital signal processing FPGA/CPLD designs User interface design Kernel/driver development File system design Board design and layout Mechanical and industrial design Thermal analysis <p>Rigorous system validation and testing. This incredible amount of development horsepower is focused exclusively on the capture, management and integration of law enforcement video.</p>
9	What are your company's expectations in the event of an award?	We hope to provide this contract vehicle to our sales force as a major sales tool in their tool box. Our goal is to utilize this contract for agencies to purchase our products and avoid the bid process all together.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached Dunns report for MSI.
11	What is your US market share for the solutions that you are proposing?	WatchGuard Video is the leading provider of mobile video solutions for law enforcement, having supplied in-car video systems and body-worn cameras along with evidence management software to approximately one-third of all law enforcement agencies in the United States and Canada.
12	What is your Canadian market share, if any?	WatchGuard Video is the leading provider of mobile video solutions for law enforcement, having supplied in-car video systems and body-worn cameras along with evidence management software to approximately one-third of all law enforcement agencies in the United States and Canada.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

14	How is your organization best described: is it provide your written authorization to act as a relationship with your sales and service force a	All products are manufactured and sold from our Allen, TX location. We have both an outside and inside sales forces that are fully owned by us. They are our main line selling our products. Majority of our sales reps are employees, with a small few being contractors.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We require that all employees be subject to a background check before starting at WatchGuard.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In-Car Video Cameras Body Worn Cameras Interview Room Systems Evidence Management Software & Hardware Cloud, Hybrid, and On-Premise Storage Solutions	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2004 we released the first ever In-Car Direct-to-DVD option, as well as our patented Record After the Fact technology. 2009 We were the largest In-Car System Supplier 2010 We deployed the first HD Digital In-Car System 2012 We deployed the first HiFi Mic with a 2-Mile Range 2016 We deployed the first Fully Integrated In-Car/Body Worn Camera System.	*
19	What percentage of your sales are to the governmental sector in the past three years	Almost 100% of our sales are within the governmental sector.	*
20	What percentage of your sales are to the education sector in the past three years	We estimate less than 10%, this is a recent sales sector for us that is rapidly growing and expanding.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Some of the main ones to name a few are: Texas DIR NASPO ValuePoint HGAC GSA PA COSTARS	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are a part of a GSA contract through a third party, CTI (Computech International).	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
City of Houston	Kyle Carkhuff, IT Director	(713) 247-5543	*
City of Des Moines, IA	Sergeant Theodore Stroope	(515) 237-1538	*
Columbus, OH	Kerry Bonaventura, IT Coordinator	(616) 645-4948	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
N/A	Government	Ohio - OH	Body Worn & In-Car Camera Systems	Varies over a multi-year contract	\$2.5mm	*
N/A	Government	Texas - TX	Body Worn & In-Car Camera Systems	Varies over a multi-year contract	\$5.5mm+	*
N/A	Government	ON - Ontario	In-Car Camera Systems	Varies over a multi-year contract	\$4mm+	*
N/A	Government	Texas - TX	Body Worn & In-Car Camera Systems	Varies over a multi-year contract	\$17mm+	*
N/A	Government	Michigan - MI	Body Worn & In-Car Camera Systems	Varies over a multi-year contract	\$7.5mm+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We currently have a team of 4 Senior Sales Managers that manage a team of 20 Senior Account managers, each with their own territory of states. We also have an inside sales territory team of about 15 people and a customer engagement team of about 15 people.	*
26	Dealer network or other distribution methods.	All distribution is done from our corporate headquarters in Allen, TX	*
27	Service force.	We have a service and support team that is located at our corporate headquarters in Allen, TX. We provide on-site, over the phone, and virtual customer support to all of our customers 24/7.	*

<p>28</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>If WatchGuard is the selected vendor for this project, we would like to enter a long-term relationship with the Department. The service and support of our products extends past the initial implementation to the day to day care and maintenance for years after the initial sale. WatchGuard representatives are available 24 hours per day, seven days a week to answer questions and assist with technical issues. WatchGuard values our customers and we demonstrate this by having a growing team of professionals constantly available to meet the needs of our customers. While others may limit this availability or charge for use of this resource, the WatchGuard help desk is available to all customers for the life of their products at no additional cost to the agency. The Customer Service and Technical Support Department is made up of three distinct groups. The first is the Customer Service Support Team. This group of Customer Service Representatives primarily answers in-bound calls and requests for service, and they are accessible 24 hours per day. They specialize in troubleshooting, resolving issues, and answering the technical support questions of law enforcement officers and third party installers.</p> <p>The second group is the Technical Services Team. This group primarily works with large agency deployments and IT related projects. Their focus is ensuring successful deployments, knowledge sharing, user training, service training, and onsite support and technical service. This group has successfully handled all the WatchGuard State Agency deployments and continually manages close relationships with all of them. They are available to customers 24 hours a day, seven days a week; and will travel to a site when necessary. Repair and Returns is the third group that customers work with. Their responsibility is to manage all warrantied and non-warrantied part and component repairs and replacements. Their goal is to quickly and efficiently handle any equipment problems and provide temporary loaner units so that agencies experience as little system downtime as possible. WatchGuard only employs the best representatives who share the company commitment and passion for excellent service and support. All representatives are qualified and experienced professionals who strive to maintain the company's position as number one in the industry for customer service and support. WatchGuard views quality customer service and support as the most important function of the organization. As a company, we have a strong passion for providing thorough, efficient, and fast customer service. WatchGuard continually strives to have the best service team in the industry, and to ensure this we make our representatives available to the more than 6,500 agencies we serve 24 hours a day, seven day a week. A domestic service representative can be reached at any time by dialing our toll-free phone support number - (866) 384-8567. Service requests can also be made on our website, www.WatchGuardVideo.com on the "Support" page. The WatchGuard repair facility is in our headquarters at:</p> <p>WatchGuard, Inc. Attention: Customer Service 415 E. Exchange Pkwy. Allen, TX 75002</p> <p>PROBLEM REPORT AND RESOLUTION PROCEDURES Available reporting methods include:</p> <ul style="list-style-type: none"> Telephone support o The Customer Service call center can be reached by dialing our toll-free number Monday through Friday from 7:00 am to 6:00 pm CST. If calling outside of normal business hours customers have the option to leave a voice message, or in the event of an emergency, call the after-hours support phone number where a representative will be available to provide assistance. o Calls received during normal business hours will be answered in the order they are received. o Voicemail messages will be returned the next business day. o After hours calls that are not immediately answered will be returned within 30 minutes of the initial call. Email o Customers have the option of contacting customer service by email at CustomerService@WatchGuardVideo.com. Requests received via email will receive a response within 2-4 business hours. Web Portal o Customers may submit requests through WatchGuard's web portal at http://cs.watchguardvideo.com. Requests received through the web portal will receive a response within 2-4 business hours. Once in contact with a Customer Service Representative, the Representative will create a Case within our internal database and work with the customer to fulfill the request. If necessary, an order for replacement parts will be placed and shipped with a UPS return label if there are components that need to be returned. After the customer is satisfied, the case will be closed. Follow-up will be done as needed to ensure customer satisfaction.
<p>29</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>Not Applicable</p>

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not Applicable	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Not Applicable	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	WatchGuard employs a 41-person direct sales team for the United States and Canada. Their role is to market, demonstrate and sell the WatchGuard product line in designated territories throughout the country. This approach has resulted in the strongest market share in our industry. The NASPO contract is presented to the agencies interested in purchasing our products as an option available to make their purchase process easier. We share the availability of our presences on NASPO to all agencies we encounter in our day-to-day operations.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing team maintains our website where we list several of our contracts as purchasing options. We also have an active social media presence.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our understanding is Sourcewell's role is to provide the purchasing vehicle and access to agencies to purchase off this contract. We will provide training to our sales force on how to promote the Sourcewell Contract, and on how to educate their customer on how to purchase off of the contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently do not maintain our own e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training and knowledge sharing are important aspects of WatchGuard Video's overall solution. WatchGuard Video's goal is to help all stakeholders (officers, supervisors, system administrators, installers, etc.) to obtain a level of training required for their specific role. To achieve this goal, WatchGuard Video will conduct formal training classes and provide useful reference documentation for the operation of the system. Additionally, WatchGuard Video support staff will be available to assist 24 hour a day, seven days a week. The training and handoff phase of implementation will last approximately two days depending on how the Department wants to structure training class attendance.</p> <p>Initial Deployment On-Site training – Group training or “Train-the-Trainer”</p> <ul style="list-style-type: none"> • Groups: Product training geared to the audience attending detailed below. • “Train-the-Trainer”: Specialized training for a single person or small group on using and managing the purchased product(s). <p>WatchGuard Online Training – Self-paced training program</p> <ul style="list-style-type: none"> • Includes user accounts for each person in need of training • Grade reports available at request for tracking • Can be accessed 24/7 at http://training.watchguardvideo.com • Many courses available for all skill levels • Request information by emailing watchguard.training@motorolasolutions.com <p>WatchGuard Factory Training – Classroom setting training at WatchGuard Headquarters</p> <ul style="list-style-type: none"> • 4-day in-depth training course designed for users, administrators and installers for 4RE, VISTA and evidence management software. (DV-1 training by request only) • Free training course to current customers and installers o Training materials, tools and lunch are provided each day o Registered attendees are responsible for travel, lodging and evening meal expenses. • Continuing Education Units (CEU's) provided for time in class (Up to 24 CEU's) • Seats are limited and registration is required. Register or find more information at: https://watchguardvideo.com/training
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Record-After-The-Fact™</p> <p>Both 4RE and VISTA offer the benefit of Record-After-The-Fact. 4RE is designed with a dual drive architecture and VISTA is designed with 32GB of internal storage. In 4RE, the first drive is a 64GB solid state drive (200GB hard drive is also available) that is constantly buffering video, even if the system is not actively recording. The second drive is a removable 16GB USB flash drive. VISTA can be configured to constantly buffer video to its internal storage in addition to recording triggered events. When a recording trigger is activated, 4RE automatically stores the events on the both the flash drive as well as the hard drive and VISTA stores the events on its internal drive. This gives the Department a very secure and redundant way to store video. Most video systems are able to have pre and post event recording, which adds about 60 to 120 seconds on to the front or back of a recorded event. Record-After-The-Fact however, literally gives the Department the ability to go back in time to recover video from both the in- car camera and body camera that was not initially recorded. If a critical event occurs and no recording triggers were active, the Department can still go back and capture the video from both 4RE and VISTA.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>WatchGuard Video is a company that is committed to serving our employees, customers and community. We operate with integrity to the extent of being above reproach, and we are focused on achieving excellence in all areas. WatchGuard Video manufactures high quality electronics, and using recycled materials in direct product components creates challenges for quality control. However, as a company, WatchGuard Video makes every attempt to be environmentally conscious in our day to day business activities. Product packaging, for example, is made from recycled materials. 100% of WatchGuard's custom packaging comes from Austin Foam Plastics, which is a very environmentally conscientious organization. Their materials have:</p> <ul style="list-style-type: none"> 70 % estimated recovered material 80% estimated post-consumer material 5% estimated post-industrial waste <p>We recycle all scrap materials that get assembled into our products and break down end of life products as much as possible and recycle them with a local top-rated recycling company – plastics, metals, electronic printed circuit board assemblies (PCBAs), cables, and batteries are all recycled.</p> <p>Some other initiatives we are currently involved in include:</p> <ul style="list-style-type: none"> Purchasing and using supplies made from recycled materials, i.e. printer paper, envelopes, and shipping boxes. Recycling 100% of all production cardboard, paper and plastic that our local community will accept. Encouraging employees to recycle by providing collection containers for paper and aluminum cans. Reducing electricity usage by encouraging employees to turn off lights and equipment not in use. Increasing water use efficiency and management. Reducing waste and working toward waste elimination. WatchGuard recognizes the responsibility to make positive contributions to the preservation of our environment.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	WatchGuard does not qualify for an WMBE/SBE certifications. Depending on the project location sub-
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>The WatchGuard solution has all of the necessary components and features of the typical server solution, such as: record triggers, audio and video feed from multiple sources, wireless transfer capabilities, and back office management software. But basic components such as these are where the similarities between WatchGuard products and other systems stop.</p> <p>WatchGuard Video has designed and engineered a complete video server solution from the ground up that addresses the problems that plague the implementations of other solutions. Many challenges such as: wireless uploads, file sizes, video quality, and expensive storage space are areas where most solutions fall short or where compromises or sacrifices have to be made by agencies because of budget constraints. WatchGuard Video has invested over \$25 million dollars on the Research and Development efforts associated with the 4RE HD Digital In-Car Video System to address and correct a lot of issues typically associated with server solutions, as well as add innovative features and capabilities to improve the overall quality and user experience of the system. Each component of the 4RE system has been designed, extensively tested, and improved upon by WatchGuard Video engineers and our customers. The 4RE DVR, for example, is a technology that has been refined and improved over the past several years in order for it to be the sophisticated, reliable, and low maintenance product it is today.</p> <p>4RE is the in-car component that Officers will interface with every day. 4RE is built small, lightweight, rugged, user-friendly, and requires minimal Officer interaction. The system has automotive grade components that feature a sturdy over molded construction which increases durability as well as occupant safety. Further adding to the robustness of the system, all vital connections are locking connectors that have been thoroughly tested in this environment.</p>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	WatchGuard has dedicated sales professionals in Canada engaged on a daily basis with agencies across the country. We are actively looking for new opportunities to grow our business throughout the provinces.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, we have warranties that cover all products, and parts. Warranties on labor is dependent upon subcontractors being used or not.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We have a wide range of warranties from standard warranties that may have usage restrictions, to full no-fault warranties with not restrictions and quick replacement.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, we do not send people out on site for warranty repair work. The equipment is sent back to us directly (we will send the customer a UPS label) and we will complete the work in-house. If someone is needed to come on site, those services are quoted separately.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No, if we cannot send out one of our in-house technicians we will partner with a sub-contract to provide service and repairs.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we provide warranty service in partner with the manufacturers of those items.
48	What are your proposed exchange and return programs and policies?	We have a body worn camera refresh/replacement program that is listed as a as-a- service program that allows an agency to rent our cameras and always With several of our warranties we have advanced replacement programs for faulty or damaged products.
49	Describe any service contract options for the items included in your proposal.	Please see the attached Warranty/Maintenance Agreements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, we do provide leasing or financing options.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All agency purchase orders should list the referenced contract # on the processed it is a typical 45 day turnaround depending on the size/sco As orders are processed, our sales support team documents the referenced contract number so that correct reports can be pulled either quarterly or monthly. All orders for WatchGuard products are processed through WatchGuard.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do accept P-card procurement, but prefer check or EFT.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is based on product-category discounts.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our pricing is a 20% off MSRP across all product-categories.
56	Describe any quantity or volume discounts or rebate programs that you offer.	We provide quantity or volume discounts on a per agency basis.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any sourced products or services will be provided by a quote. For example, if installation services are needed, pricing for these services may vary per location, therefore we would provide the agency with quotes from our recommended service providers.
58	Identify any element of the total cost of acquisition that is NOT like pre- delivery inspection, installation, set up, mandatory training, etc.	Installation services are typically provided by outside parties or contractors in within the agencies specific location. These services are typically quoted per agency.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	The WatchGuard Sourcewell contract will not charge for shipping/freight charges, except for Rush Delivery fees.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not cover customs/border fees when delivering to Canada. We currently do not have any specific WatchGuard terms/programs for delivering to Alaska or Hawaii.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have a specific team member that manages all of our cooperative contracts and purchasing vehicles. They monitor and maintain compliance on all of our contracts. As quarterly reports are due, this team member will run a report for all sales during that quarters and verify that the correct pricing was charged and all information was received. Once the report is complete it will be sent to the agency or contract administrator for review/approval. They will then send a "fee check request" to the accounts payable team to issue payment for the administrative fees for that quarter.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	0.5%

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Running Monthly/Quarterly Reports Quarterly Contract Calls with Senior Sales Managers
66	Describe, in detail, the video and recording features as it applies to your products. Examples may include activation, buffering, range, resolution, file transfer, etc.	<p>4RE / VISTA WiFi INTEGRATED SOLUTION KEY FEATURES</p> <p>Record After the Fact</p> <ul style="list-style-type: none"> • Feature for 4RE In-Car Video System and the VISTA Wearable Camera • In addition to pre-event recording, RATF gives your agency the power to go back in time to recover video that was not initially recorded. • Has helped agencies avoid lawsuits and solve cases using video that no other system would have captured <p>True High Definition Video</p> <ul style="list-style-type: none"> • Record critical evidence in true High Definition; 720P • Responsible HD recording with respect to file sizes and storage, using H.264HP compression • Standard definition, 480p, video recording is also available <p>Ultra-Wide Dynamic Range</p> <ul style="list-style-type: none"> • Handles difficult lighting situations such as direct sunlight or emergency lights • Produces an ideally exposed picture that prevents bright areas from being over-exposed and darker areas from turning black • License plates become more legible at night. Identify make and model of vehicles is difficult lighting. Capture small details in the areas of video that would normally be indistinguishable. <p>Integrated Evidence Management</p> <ul style="list-style-type: none"> • Evidence Library (EL) integrates 4RE and VISTA video files – makes searching and exporting simple • Include Case Management functionality that can manage outside files, such as: 3rd party system videos, reports, pictures, etc. • Full video management system with: security permissions and roles, retention rules, exporting, chain of custody and auditing <p>Easy to Use</p> <ul style="list-style-type: none"> • 4RE & VISTA are simple to use with intuitive user interfaces • Activity indicators provide intuitive feedback • Require minimal Officer interaction to operate, and none to transfer video files • Offers Low IT / Administration resources <p>SOLUTION OVERVIEW</p> <p>WatchGuard Video has designed and engineered a complete video server solution from the ground up that addresses the problems that plague the implementations of other solutions. Many challenges such as: wireless uploads, file sizes, video quality, and expensive storage space are areas where most solutions fall short or where compromises or sacrifices have to be made by agencies because of budget</p>

constraints.

VISTA HD WEARABLE CAMERA SYSTEMS

VISTA is an industrial grade, system that is manufactured in the United States. VISTA is constructed with cast magnesium, rubber, and a military grade Polyetherimide resin. WatchGuard Video has designed and engineered a complete video server solution from the ground up that completely integrates the VISTA wearable camera with the 4RE In-Car cameras.

Features and Functionality

High Definition Video o VISTA records up to 720p HD (480p is selectable). WatchGuard chose 720p not because it's the highest possible setting, but because we believe that it is the right setting. 720p strikes a great balance between quality and file size. To move to 1080p would be to significantly increase the file size of every video that is recorded as well as impact battery life by requiring more from the camera's processor.

o VISTA records video at 30 frames per second, and has a 130° Horizontal field of view, and a 90° vertical field of view. The camera lens is capable of being rotated 28 degrees vertically. These angles allow the camera to have a picture covering 8.5 feet wide by 3 feet high, from 24 inches away.

Ultra-Wide Dynamic Range o To provide the best video in all lighting conditions, VISTA uses Ultra-Wide Dynamic Range technology. Essentially, the camera records two exposures of each frame of video at the same time: one optimized for light and one optimized for dark. The images are instantly overlaid, resulting in video that accurately represents what the human eye naturally sees.

Pre-Event and RATF

o VISTA includes pre-event recording that is configurable from 15 seconds, up to 10 minutes. VISTA is designed with 32GB of storage that can be configured to constantly buffer video, even if the system is not actively recording. Depending on the video quality setting, VISTA provides the capability to go back in time from 12 hours up to 45 hours to capture critical information when it's needed.

Battery Life and Recording Time o VISTA was designed with an extremely high highest resolution possible with the camera.

o Additionally, it implements intelligent standby timers to help further the actual battery life. VISTA has the ability to be configured to enter standby mode after a determined time has elapsed. VISTA can last several days in standby mode.

Simple Operation o VISTA was designed to be simple to use and intuitive wh categorize recordings once they are stopped.

o VISTA includes an easy one-touch operation. Simply press the button on the front of the camera to begin recording. Press the button again to end a recording. Once a recording is complete, the user has the option (can be administratively configured to be required) to select an event category, which can be used for video searches and retention.

4RE DIGITAL IN-CAR VIDEO SYSTEM

WatchGuard Video has designed and engineered a complete video server solution from the ground up that addresses the problems that plague the implementations of other solutions. Many challenges such as: wireless uploads, file sizes, video quality, and expensive storage space are areas where most solutions fall short or where compromises or sacrifices have to be made by agencies because of budget constraints.

4RE is the in-car component that Officers will interface with every day. 4RE is built small, lightweight, rugged, user-friendly, and requires minimal Officer interaction. The system has automotive grade components that feature a sturdy over molded construction which increases durability as well as occupant safety. Further adding to the robustness of the system, all vital connections are locking connectors that have been thoroughly tested in this environment.

Features and Functionality

High Definition Video o Multiple resolution recording allows HD video to be captured responsibly with respect to file sizes and storage requirements. The forward facing camera has the ability to record video in high definition and at a standard resolution simultaneously.

On recordings that turn out to be important or considered evidentiary, the HD version is stored. Routine recordings, which generally make up about 90% of all recorded video, are stored at the standard resolution.

- o The differentiation between the two types of video is completely automated and configured through the back-end software using agency defined Event Tags. Customizable Event Tags can be configured to control which recordings are stored in high definition, and they can also instruct the back-end software to retain evidentiary recordings longer. At the end of a recording, Officers simply select an event category, and the pre-configured agency policies determine the rest.

- o Simple Operation o Power On and Off Behavior – 4RE, typically, is set up to Shutdown Timer, and Wireless Timer.

- o Record Triggers – The emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection sensor may all be programmed to automatically activate a new record event.

- o Pre-Event Recording and RATF – In addition to have configurable pre and post event recording that is configurable to up to 10 minutes, 4RE also includes RATF (Record After the Fact). The 4RE system has a dual drive architecture, a 64GB solid state drive that is constantly buffering video, and a removable 16GB USB flash drive. When the 4RE system is triggered to record, the events are automatically stored on the flash drive as well as the hard drive. This gives the Department a very secure and redundant way to store video. This architecture makes RATF possible. Video can be captured that was not initially recorded, up to several days after the fact.

- o Multiple Video Transfer Methods o 4RE can transfer video wirelessly over an 8 or through a wired Ethernet connection.

MDC Application (optional) – The 4RE Mobile App is a simple interface for the tasks that Officers need as they go about their duties with an in-car video system. The Mobile App is merely an interface and does not leverage the MDC for any of 4RE's CPU intensive video processing. EVIDENCE LIBRARY EVIDENCE MANAGEMENT SOFTWARE

Evidence Library is a powerful application that utilizes sophisticated Microsoft SQL Server databases. Evidence Library 4 Web (EL4) is a locally hosted solution which is all accessible from a convenient Web Client. When you use a VISTA camera along with a 4RE in-car system, our software will automatically link the recordings together as part of the same event. The VISTA recording automatically becomes an alternate camera view within the 4RE in-car video recording. They even export together automatically.

Features and Functionality

- o Evidence Library User Interface o Evidence Library (EL) uses a very intuitive g Cases, Exports, and Administrative functions.

- o Searches are performed live on the Search bar, allowing all types of searches to be performed from the same area without leaving the main Records Events screen. The ability to perform complex searches on the Search bar allows for building and saving complex searches using multiple fields, with both specific values or across ranges in a graphical environment

- o The Events tab provides a view of the Recorded Events in EL from both VISTA and 4RE. Important information from each event is displayed on this screen including a thumbnail image from the event and video metadata. Additionally the user can see other key pieces of information at a glance such as the date the event was imported, the number of camera views, the size of the event, secondary Event Tags like Case Number, and notes. From here, events can easily be played, exported or added to a case.

- o Case Management o EL includes the ability to perform Case Management, wh be further managed by adding users as Case Workers with specific sets of permission

		<p>Media Player with Timeline Graphing</p> <ul style="list-style-type: none"> o The built-in media player includes a graphical display of the dynamic metadata. Users can visually spot when lights, siren, or brakes were activated during the event timeline or view the patrol speed graph to quickly find moments of interest. Snapshot and copy/export functions are built into the player, including the ability to burn DVDs or convert file formats along with the ability to trim video. <p>File Share</p> <ul style="list-style-type: none"> o EL4 includes the ability to share by publishing video or a Case appropriate individuals. o With EL4, WatchGuard has developed a locally hosted solution with the ability to share via a secure hosted cloud solution. This offers the benefits of an on premise deployment while providing cloud based sharing for your critical video without the need to store everything in the cloud. o This solution avoids the high reoccurring costs of storing everything in the cloud when only a small percentage of video is needed for easy sharing and distribution. On average we find that agencies typically share 5% or less of the total amount of video they accumulate. Therefore, we feel the best solution is one that is hosted locally and uses the cloud for securely sharing critical data. 	
67	Describe, in detail, the device features specific to your product offering. Examples may include weight, size, weather compatibility, display or monitoring options, connectivity, battery life, etc.	Please see the attached specification sheets.	*
68	Describe the training, set-up and installation process.	Please see the attached Project Plan document.	*
69	Describe the data storage, analysis, and management features and functionality as it relates to your products.	Please see the attached Integrated Solution Document.	*
70	Describe the availability of mobile applications and mobile access for the solutions included in your proposal?	<p>In-Field Viewing –VISTA WiFi uses with SmartConnect, an optional smart phone application that will provide the officer with immediate in-field access to VISTA. Smart Connect includes the ability to:</p> <ul style="list-style-type: none"> o Automatically and securely pairs with VISTA o Categorize recordings o Enter incident IDs, case number and more o Play back recordings in HD at full frame rates o The live viewfinder lets you see what the camera sees o Control the VISTA camera remotely o Change officer alert types, volume and brightness o Toggle VISTA in or out of Covert Mode <p>Video from VISTA can also be reviewed with the Evidence Library Viewer application on a laptop or MDT in the police vehicle. The Evidence Library Viewer is designed to allow an officer to review video in the field while also uploading it from the VISTA camera later to the main Evidence Library database</p>	*
71	Describe your upgrade policies for hardware and software products.	Please see the attached Warranty/Maintenance documents.	*
72	Describe the methods adopted to demonstrate that the offered equipment, products, and services comply with applicable federal, state and local laws and policies on data collection, use, management, and retention.	<p>WatchGuard Video's products and data storage services are CJIS compliant. We are consistently validating and re-certifying our products based on government standards as necessary.</p> <p>Our cloud data storage offerings are through a Microsoft Azure CJIS certified government approved cloud.</p>	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Financial Strength & Stability.pdf - Monday January 06, 2020 10:45:25
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty & Maintenance Agreement Samples.pdf - Monday January 06, 2020 10:46:28
 - [Pricing](#) - Sourcewell MSRP Price List.pdf - Monday January 06, 2020 12:20:17
 - [Additional Document](#) - Integrated Solution & Project Plan Document.pdf - Monday January 06, 2020 10:48:46

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Troy Montgomery, Director of Sales, WatchGuard Video, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP_010720_Public_Safety_Video_Surveillance_Solutions_with_Related_Addendum_5 Fri December 20 2019 10:58 AM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 4 Tue December 17 2019 08:21 AM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 3 Tue December 10 2019 05:55 PM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 2 Fri December 6 2019 04:08 PM	<input checked="" type="checkbox"/>	--
RFP 010720_Public Safety Video Surveillance Solutions_Addendum 1 Fri November 15 2019 09:11 AM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1
TO
CONTRACT # 010720-WCH**

THIS AMENDMENT is by and between **Sourcewell** and **WatchGuard Video Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, to Sourcewell and its Participating Entities, effective February 24, 2020, through February 21, 2024 (Contract).

Effective July 11, 2019, Motorola Solutions, Inc., acquired Vendor, and Vendor is now a subsidiary of Motorola Solutions. As such, Motorola has requested modifications to the Contract.

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 2. EQUIPMENT, PRODUCTS, OR SERVICES–Subsection C. WARRANTY of the Contract is deleted in its entirety and replaced with the following:

“Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor’s then-current Master Customer Agreement which will be made available to Members at the time of purchase. Vendor’s dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the Vendor’s warranty will be passed on to the Member.”
3. Section 3. PRICING–Subsection A. SHIPPING AND SHIPPING COST of the Contract is modified to add the following:

“Freight, title and risk of loss terms will be as set forth in Vendor’s then-current Master Customer Agreement, and related addenda, as applicable, which will be made available to Members at the time of purchase.”
4. Section 6. MEMBER ORDERING AND PURCHASE ORDERS–Subsection B. ADDITIONAL TERMS AND CONDITIONS of the Contract is deleted in its entirety and replaced with the following:

“Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy

requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Master Customer Agreement, and related addenda (Equipment Purchase and License Addendum, Subscription Software Addendum, Software Products Addendum, Mobile Video Addendum, and Maintenance and Support Addendum), as applicable. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal."

5. Section 6. MEMBER ORDERING AND PURCHASE ORDERS–Subsection E. TERMINATION OF PURCHASE ORDERS 3. of the Contract is deleted in its entirety and replaced with the following:

"3. Vendor commits any material breach of this Contract, or the additional terms agreed to between the Vendor and a Member, after receipt of notice from Sourcewell or the Member, and fails to correct such breach within 30 days."

6. Section 11. LIABILITY of the Contract is deleted in its entirety and replaced with the following:

"Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Vendor's obligations to indemnify or hold harmless Members will be as set forth in Vendor's Master Customer Agreement, and related addenda."

7. Section 14. INTELLECTUAL PROPERTY, of the Contract, is deleted in its entirety and replaced with the following Subsections:

“A. GRANT OF LICENSE. During the term of this Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor’s Trademarks in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

B. LIMITED RIGHT OF SUBLICENSE. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
2. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor’s obligations to indemnify or hold harmless Members for intellectual property infringement will be as set forth in Vendor’s then-current Master Customer Agreement, and related addenda.

D. TERMINATION. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing).

Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions."

8. Section 19. PERFORMANCE, DEFAULT, AND REMEDIES—Subsection B. DEFAULT AND REMEDIES, second paragraph of the Contract is modified as follows (underlined language is added and stricken language is deleted):

"Written notice of default and a ~~reasonable~~ 30-day opportunity to cure must be issued by the party claiming default."

9. Section 20. INSURANCE of the Contract is modified to strike all references to "not less than" and "minimum."

10. Section 20. INSURANCE—Subsection A. REQUIREMENTS— Item 2. *Commercial General Liability Insurance* of the Contract is modified to strike the words "independent contractors" and "including construction defect."

11. Section 20. INSURANCE—Subsection A. REQUIREMENTS— Item 4. *Umbrella Insurance* of the Contract is modified to read as follows (underlined language is added and stricken language is deleted):

"During the term of this Contract, Vendor will maintain umbrella coverage over ~~Workers' Compensation~~ Employers Liability, Commercial General Liability, and Commercial Automobile."

12. Section 20. INSURANCE—Subsection A. REQUIREMENTS— Item 5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability* of the Contract is deleted in its entirety.

13. Section 20. INSURANCE—Subsection B. CERTIFICATES OF INSURANCE of the Contract is modified:

- a. To delete the following sentence: "Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request."
- b. To change the following sentence to read (stricken language is deleted): "All policies must include there will be no cancellation, ~~suspension~~, or non-renewal; ~~or reduction~~ of coverage without thirty (30) days' prior written notice to the Vendor."

14. Section 20. INSURANCE—Subsection C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE of the Contract is amended to read as follows (underlined language is added and stricken language is deleted):

“Vendor agrees to ~~list~~ name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor.”

- 15. Section 20. INSURANCE–Subsection E. UMBRELLA/EXCESS LIABILITY of the Contract is deleted in its entirety and replaced with the following:

“The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.”

- 16. Section 20. INSURANCE–Subsection F. SELF-INSURED RETENTIONS of the Contract is deleted in its entirety.

- 17. Section 23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS–Subsection D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

WatchGuard Video Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Giles Tipsword
Giles Tipsword, Director of Sales

Date: 9/8/2021 | 10:55 AM CDT

Date: 9/8/2021 | 10:36 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 9/8/2021 | 11:02 AM CDT

**AMENDMENT #2
TO
CONTRACT # 010720-WCH**

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Motorola Solutions, Inc.** (Supplier).

Sourcewell awarded a contract to WatchGuard Video Inc. (WatchGuard) to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, to Sourcewell and its Participating Entities, effective February 24, 2020, through February 21, 2024 (Contract).

Effective February 14, 2022, WatchGuard was integrated into Supplier, and the WatchGuard legal entity was retired. Supplier has requested modification to the Contract to change its name.

The parties wish to amend the following terms within the Contract.

As of the Effective date of this Amendment the name of the Supplier will be referred to in the Contract as "Motorola Solutions, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Motorola Solutions, Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Giles Tipsword
Giles Tipsword, Vice President

Date: 3/1/2022 | 9:04 PM CST

Date: 3/1/2022 | 2:54 PM CST

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 3/1/2022 | 9:38 PM CST