

MODIFICATION

State of Maine



Master Agreement

Effective Date: 03/07/17

Expiration Date: 03/06/20

Master Agreement Description: In-Cruiser Video Camera Unit

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

JAYE PARKER 207-626-3831 ext. jaye-ellen.parker@maine.gov

Requestor Information

Dave Blake 207-626-3941 ext. dave.m.blake@maine.gov

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000028824

Vendor Name

ENFORCEMENT VIDEO LP

Alias/DBA

Vendor Address Information

415 CENTURY PARKWAY

ALLEN, TX 75013

US

Vendor Contact Information

JENNA KIRCHER

214-785-2617 ext.

jkircher@watchguardvideo.com

Commodity Information

Vendor Line #: 1

Vendor Name: ENFORCEMENT VIDEO LP

Commodity Line #: 1

Commodity Code: 84070

Commodity Description: In-Cruiser Video Camera Unit

Commodity Specifications: See attachments.

Commodity Extended Description: This Master Agreement includes Municipalities. Price includes all shipping charges.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 45	Free on Board	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name Watchguard	Discount 0.0000 %	
	Discount Start Date 03/07/17	Discount End Date 03/06/20

Commodity Information

Vendor Line #: 1

Vendor Name: ENFORCEMENT VIDEO LP

Commodity Line #: 2

Commodity Code: 84070

Commodity Description: In-Cruiser Video Camera Unit

Commodity Specifications: See attachments.

Commodity Extended Description: This Master Agreement includes Municipalities. Price includes all shipping charges.

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 45	Free on Board	
Contract Amount \$0.00	Service Start Date 03/07/17	Service End Date 03/06/18
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

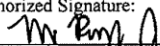
T&C Details: Net 30

Bidder's Organization Name: Enforcement Video, LLC d/b/a WatchGuard Video		
Chief Executive - Name/Title: Robert Vanman		
Tel: (800) 605-6734	Fax: (972) 423-9778	E-mail: bids@watchguardvideo.com
Headquarters Street Address: 415 Century Parkway		
Headquarters City/State/Zip: Allen, TX 75013-8043		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Kyrie Endres, Proposal Manager		
Tel: (800) 605-6734 ext. 2608	Fax: (972) 423-9778	E-mail: bids@watchguardvideo.com
Street Address: 415 Century Parkway		
City/State/Zip: Allen, TX 75013-8043		

- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

- ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Michael Burrige, Jr.	Title: Senior Vice President of Sales
Authorized Signature: 	Date: February 27, 2017

DIGITAL IN-CAR VIDEO SYSTEMS

Bid Number:	1701300000000000467
Estimated Number of Systems:	80-100 per year

The purpose of these specifications is to provide this governmental agency with digital in-car video for law enforcement and emergency vehicle use at the lowest possible price with respect to officer use, quality, upgradeability, and other considerations. These specifications are the MINIMUM standards allowed, and are to include mounting hardware, cables, and all necessary equipment for an installed and working system. In consideration of the specifications, this agency has taken into account court acceptance, staff involvement, storage, and hidden cost or lack thereof in setting the minimum standards.

All bidding, contract, and other related laws are incorporated by silent reference whether or not they are specifically stated in this document. It is the sole responsibility of any bidder to know and comply with any and all related laws. Any clarifications or questions regarding this bid must be submitted in writing to the above address no later than five (5) working days in advance of the opening date. All references to quantities are estimated, and are not binding or absolute. Final decision regarding the purchase, if any, will be made by the agency after the bid opening, appropriate funding verification, and required approvals are received. Upon announcement of this bid no contact is to be made regarding this bid or its specifications to any person other than the contact person listed above. Violation shall immediately disqualify any prospective bidder. All agency personnel are required to report any such contact.

All bidders must comply with the format of this bid and all pages returned with the submission. Facsimile or e-mail bids will be considered not responsive. Product literature and any supportive information should be submitted with the bid. Failure to indicate comply or non-comply, or leaving other lines blank may be considered not responsive, regardless of price. Unsigned bids will automatically be rejected. All bids must guarantee prices for a period of at least ninety (90) days from the opening date. Bidder shall initial or sign each page of the bid acknowledging both receipt and acceptance of the terms, conditions, and/or specifications. Upon mutual agreement between agency and bidder, the bid prices may be extended for a period of up to one (1) year past the price guarantee for additional purchases without the requirement of a new bid. All bids are FOB to the agency specified location, with prepaid and shipping charges included in price. Regarding any discrepancy between the unit and extended price, the each unit price shall prevail. Any mechanical, manual, and or typing correction must be initialed by bidder at each correction.

All bids must be sealed and received prior to the specified opening date and time. All bids shall indicate in the lower left corner of the sealed container the bid number (if applicable), title of bid, and date and time of opening. Bids not properly labeled and/or opened in error will be disqualified. Late bids will be rejected unless they are received by the agency prior to the opening time and date, labeled properly, and the bidder is able to provide verifiable proof of delivery.

	demands.		
3	Dual Drive Architecture - System must deploy a dual-drive architecture consisting of a removable solid state USB Flash Drive no smaller than 16GB in size and the choice of an integrated 64GB solid state drive or automotive grade hard drive at least 200GB in size. System must support larger USB Flash Drives as well.	X	
4	Multiple Video Transfer Mechanisms - System must support video transfer via 802.11n wireless, wired Ethernet, or USB Flash Drive (manual transfer).	X	
5	Automatic Transfer - System must automatically transfer video the moment the vehicle is in range of the wireless network or connected to the wired network. The user must not be required to initiate the transfer in any way.	X	
6	Partial Transfers - System must support a vehicle driving off or losing its network connection during video transfer without losing any video. The user must not be required to interface or initiate this in any way. When the system reestablishes a network connection, the upload must resume where it left off.	X	
7	Protected Events - The DVR must protect the buffered version of the event until the server confirms receipt of the entire record event, regardless of the transfer mechanism.	X	
8	Integrated Automotive Grade Hard Drive - To ensure recording under all conditions, the system shall have an integrated automotive grade rotating hard drive at least 200 gigabytes in size. The hard drive shall have a shock tolerance of at least 200Gs and an operational temperature range of -40F to +185F degrees.	X	
9	Optional Integrated Solid State Drive - The system must also support an integrated solid state drive at least 64 gigabytes in size. This drive shall have a shock tolerance of at least 200Gs and an operational temperature range of -40F to +185F degrees.	X	
10	Graphical User Interface - For ease of operation, the system settings, hard drive playback, and supervisor controls are to be accessed through a graphical user interface. No text based user interfaces shall be acceptable. System keys and buttons shall provide a tactile feedback and an audio feedback on key presses.	X	
11	Selectable Officer Names - The system shall include a simple method for selecting a programmed officer name from a list for rapid login at shift changes. System shall be fully functional if the Officer fails to login.	X	

	(measured diagonally). The display shall have a resolution of at least 480x272, a typical brightness rating of at least 500 nits, a typical contrast ratio of at least 300:1, and a minimum viewing angle of 60 degrees left and right of center for a total of 120 degrees horizontally.	X	
14	High Quality Audio Subsystem - The system must have speakers built into the remote display control panel for in-car video playback.	X	
15	Optional Mobile Data Computer Interface - The system shall have the ability to interface with the vehicle's mobile data computer (MDC) with optional software provided by the vendor that allows the user to perform at least the following functions; login and logout, camera and microphone activation, record and stop, record event categorization and record event playback. Software shall support Windows XP SP3 and Windows 7 (32 and 64 bit). Connection between the DVR and MDC shall be Ethernet. Application must support touch screen interface. Application shall not leverage the MDC for any processor intensive DVR tasks including, but not limited to video encoding and/or video conversion.	X	
16	Optional Live Video Streaming - System must be able to output one or two video streams optimized for LVS applications without requiring additional hardware and without sacrificing the system's ability to record 4 high resolution video streams.	X	
17	LED Indicators for Audio, Video and Record - To ensure Officer awareness, the system must have LED indicators showing record, microphone, and camera activity.	X	
18	System Power-Up Behavior Control - The system power behavior must be configurable to allow a supervisor to independently set the system to manually or automatically turn on or off with the vehicle.	X	
19	System Shut Down Timers - The system must have two independently configurable shutdown timers, selectable from 0 to 60 minutes each that begin after the ignition is turned off. Timer 1 shall simply delay the system's recognition that the ignition has been turned off. Timer 2 must be a low power state timer that allows video to transfer wirelessly and firmware upgrades to continue. If there is no video to transfer or firmware upgrades to perform, Timer 2 must expire and shutdown the system immediately.	X	

	independently for each user and be remembered when the user logs in.		
21	Multiple Resolution Encoding - The system must record the front camera in two resolutions at all times. One resolution must be 1280x720 (720P) and the other resolution must be a minimum of 864x480 (480P).	X	
22	Critical Event Rules - In order to maintain an average file size of approximately 1 gigabyte per hour, the system must be configurable to allow each Event Category to be saved in either the maximum or standard resolution. On average, approximately 10% of our agency's recordings will be kept in maximum resolution.	X	
23	DVR-Side Event Rules - The record event must be complied with either the standard or maximum resolution (based on the Event Category Rule) in the DVR so that the un-needed version is not transferred to the server. This will optimize both video storage on the server and video transfer speeds. Any system that uploads 100% of video in High Definition will not be considered.	X	
24	H.264 Compression - The system must compress all video with H.264 High Profile (not Baseline or Main).	X	
25	Adjustable Pre and Post Event Recording - The system must be capable of automatically capturing and appending both pre-event and post-event video for as little as 15 seconds and up to 10 minutes per event. These settings are to be independently adjustable and restricted by a supervisor. Pre- and post-event times must be continuous with the record event. Systems that record pre- and post-event times onto separate video events will not be acceptable.	X	
26	Simultaneous Record and Playback - System shall be able to playback previously recorded video while simultaneously recording new video on two cameras and two microphones simultaneously.	X	
27	Disc Usage Meter and Low Disc Warnings - The system shall have 2 on-screen Disc Usage Meters that graphically show the user how much video is on the current USB Flash Drive and the internal Hard Drive along with how much space remains. Additionally, the system shall have audible and visual warnings when the drive is nearing its capacity.	X	
28	Automatic Video Overflow Handling - When a USB Drive fills to video capacity during a recording, the system will automatically store overflow video on the integrated hard drive until a new USB Drive is inserted. The system shall be capable of "overflowing" at least 5 USB Drives worth of Video!	X	

	order to prevent improper installation, the sensor must be factory integrated into the DVR enclosure. Settings must be provided through the system's graphical menu to allow the agency to choose an appropriate crash sensor sensitivity level in order to minimize false crash detections.	X	
31	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.	X	
32	Event Categorization - System must allow record events to be categorized via the on screen menu. Categorization selections must be administratively configurable and allow selection via a pre-defined list, numeric text, or alphanumeric text input.	X	
33	Programmable Event Categories - System must allow the agency to program up to six different event category prompts in order to collect data deemed relevant regarding each record event. Event prompts must display automatically after each event recording has been stopped by the Officer. Prompts must not preclude the system from continuing to record video to its buffer.	X	
34	Recorded Metadata - System must record event metadata including but not limited to event category, date, time, officer name, record status, microphone status, emergency lighting status, brake status, GPS coordinates, etc. for fast searching and video navigation.	X	
35	Auto Stop - The system must have a means of detecting when the system is inadvertently left in record mode. The system must allow an option to prompt the user or automatically stop the record event.	X	
36	Record-After-the-Fact - System must have a graphical user interface for recording any portion of the hard drive buffer (events and non-events) as a new recording. This feature must allow the agency to go back at least 45 hours to capture video not previously recorded.	X	
37	Multiple Camera Support - The system must support a minimum of two (2) cameras with the ability of supporting up to six (6) cameras. Users must be able to activate up to all six (6) of the cameras to record simultaneously through the system's graphical menu. All cameras selected must have the ability of being displayed on the systems display simultaneously while also providing the user with the ability to isolate anyone of the camera images without disrupting the recording of the other cameras. LED indicators for each camera/video stream shall be present and illuminate when its corresponding camera/video stream is active.	X	

	camera and a 300 mm front facing camera. The camera housing must mount behind the rearview mirror to provide minimal interference with a user's line of sight while driving.		
40	Optional Zoom Camera – The system shall have the option to upgrade to a zoom camera capable of a total zoom of at least 12x optical zoom. It shall be capable of recording high definition video with a 16:9 aspect ratio and 57 degree field of view.	X	
41	Camera Controls - The front zoom camera must have backlit controls on the camera back for auto-zoom, zoom in, zoom out, auto-focus, focus far and focus near. All camera controls must also be accessible using the system's touch screen control panel with the addition of the following controls: backlight compensation and night view mode.	X	
42	Backseat Camera - The back seat camera must be a high resolution color camera with at least 420 TV lines of resolution and provide at least 11 LUX sensitivity without the aid of IR lights and the ability to record in total darkness with the aid of IR lights. Black & White cameras shall not be acceptable. Bid price must include a color backseat camera.	X	
43	Nighttime Optimization - The camera's nighttime optimization setting (Night Mode) must engage and disengage automatically by the DVR without any user intervention in order to eliminate the possibility of the user forgetting to enable Night Mode. MISSING ADDITIONAL TEXT	X	
44	Separate Audio Channels - In order to isolate the audio during playback between the wireless microphone(s) and the cabin microphone using a standard left/right stereo fader control, the system shall record the audio tracks separately onto the left or right channel. One wireless microphone and one cabin microphone must be standard with the option to upgrade to a second wireless microphone. All microphones must be recorded on separate channels.	X	
45	Simultaneous Audio Recording – Both the main wireless microphone and cabin microphone audio recording sources must be able to record regardless of what cameras are being recorded. If a second wireless microphone is added to the system, there must be independent control of each microphone through the different video streams.	X	
46	High Fidelity Wireless System – They system must include a High Fidelity 900MHz wireless microphone system consisting of a belt pack transceiver and a single charging / synchronization base mounted in the vehicle with the option of adding a second High Fidelity 900 MHz wireless microphone system. The wireless microphone(s) must have near CD audio quality, a 1 to 2 mile line of sight range, and building penetration capabilities.	X	

	MINIMUM REQUIREMENTS		
48	Multi-Mode Transceiver Alerts - Transceiver shall allow the user to set the transceiver's alert mode to accommodate all tactical environments. Alert modes shall include: Beep Only, Beep and Vibrate, Vibrate Only, and Silent.	X	
49	Variable Transmit Power - In order to produce the longest battery life, the transceiver shall utilize automatic Variable Transmit Power so only necessary transmitting power is used. When needed however, the Transceiver shall automatically transmit at the FCC's maximum allowable power of 50 milliwatts.	X	
50	Automatic Microphone Activation - The wireless microphone(s) must have the ability to trigger the camera to record, and the camera system must be able to automatically turn on the wireless microphone(s) when the recorder is activated.	X	
51	Charging / Synchronization Base - Each wireless microphone shall include a single in-car charging / docking base that automatically synchronizes the communication link when the belt pack transmitter is docked into the base. The Base must also have LED indicators for "charging" state and "in-use" state. Systems with separate charging and synchronizing bases will not be acceptable as this will increase the amount of equipment that needs to be installed in the vehicles.	X	
52	Microphone Power Management - To simplify installation, the charging/docking station must draw power from the video system, and does not require running additional power cables from the vehicle's electrical system. In addition, when the system is turned off, it must automatically cut power to the Charging Base after allowing the wireless transceiver to fully charge in order to minimize power drain on the vehicle's battery.	X	
53	Unique Synchronization - Any wireless transmitter(s) shall be capable of synchronizing to any base via the docking cradle which will disable any previously docked transmitter.	X	
54	40 Digital Channels - The wireless recording system shall consist of 40 individual channels to avoid multiple systems at the same incident recording on another system.	X	
55	Cabin Microphone - Each system must include an internal cabin microphone that will record on a separate sound audio channel from the wireless microphone system when activated. This microphone must be amplified in order to clearly pick-up even the faintest of conversations. Additionally, this microphone must be wired and extendable so that it may be installed in an optimal location for any type of vehicle.	X	

57	NO DELETING OR OVERTWRITING VIDEO SHALL BE POSSIBLE - To guarantee data security and integrity, the system shall be able to ensure that the user cannot delete, edit, or erase video data from either the hard drive buffer or the USB Flash Drive.	X	
58	Supervisor Controls - The system must provide the ability to restrict access to any and all settings by way of supervisor passwords. Multiple supervisors and supervisor passwords must be supported.	X	
59	Media Security - Access to the USB Flash drive must be secured by a lock to protect from unauthorized access.	X	
60	Video Authentication - Video must be subjected to a 128-bit MD5 hash prior to being transferred from the DVR to the Server. Every file transfer from then on must include another hash of the file so that the results can be compared and logged each time the file is moved. The results of every hash must be logged and accessible and exported with each record event.	X	
61	Video Review Access Permissions - The system must allow the agency to restrict video review access in the car. This must not be a single setting that locks out video review altogether. Officers must be able to review their own video. However, with Supervisor or Administrator privileges (configurable) the agency shall be able to review all video buffered on the hard drive.	X	
62	Cables - The system will include cables necessary for a complete vehicle installation including all power cables, all vehicle system input cables, etc.	X	
63	Optional GPS - The system must offer the capability of maintaining the location of the patrol vehicle by Global Positioning System (GPS). When installed, the system shall be able to show vehicle coordinates and speed in the on screen text and recorded meta data. Additionally, GPS shall allow the system to automatically and continually update its date and time to ensure accuracy across the fleet.	X	
64	One Year Warranty - Warranty shall be a minimum of one (1) year from the date of shipment.	X	
65	Back Office Server Software - System must show pricing for the back-office server software. Server software must be Windows Server 2008 R2 64-bit / <u>Windows Server 2012 / 2012 R2</u> compatible and utilize Microsoft SQL Server 2008 R2 Standard / Microsoft SQL Server 2012 for its database backend.	X	
66	Universal Client Application - System must show pricing for a universal client application. Client software must be compatible with Windows XP Professional, Windows 7 and Windows 8 and 8.1 operating systems.	X	

69	Security Management - System must have fully customizable user and group based permission that allow administrators to tailor each user's ability to use the system. Specific permissions must be able to allow access to; login and view one's video, other's video, restricted video, export video, evidence management, security management, fleet management, edit event data.	X	
70	Evidence Management - System must allow evidence to be deleted or archived automatically on a schedule or manually according to customizable retention period.	X	
71	Metadata Playback Graph - System must allow a full time lined metadata playback graph that graphically shows the status of all vehicle inputs, including speed, radar and braking information so that crucial times of the event may be easily identified during playback.	X	
72	Export Playback - When exporting video, the system must automatically include a standalone playback application to be included with the exported video. When used on another computer, the playback application must run solely from the export media (DVD, USB, etc.) and not require any software installation on the local playback computer. Video must also be accompanied by a full audit log showing every time the event was moved, reviewed, or exported with full MD5 hash verification data.	X	
73	Client Playback Buffering - System must have a built in buffering scheme so that playback from a client begins as soon as the event has downloaded enough of a buffer to begin playback. Systems that require the full event be cached locally before playback initiates will not be considered.	X	
74	Export Video Anywhere with Permission - System must allow the video to be exported by a user with the appropriate permission from any client computer. Systems that allow exporting video from only a single workstation will not be considered.	X	
75	Integrated Case Management – Software must have Case Management functionality for the purpose of managing other types of digital media/evidence. Cases must be able to be created as part of a record event from the in-car video system or completely independent of a record event.	X	
76	Record Event Trimming Feature – Software must support the ability to trim video for the purpose of removing part of the video file by trimming the beginning and/or end portions of the event. The trimmed file must be saved as a new file in order to preserve the original file.	X	
77	File Conversion Options – Software must support the ability to convert the in-car video native files into the following formats: MP4, MP2, AVI and WMV.	X	

Upon request of the agency, a working demonstration shall be provided by a representative of the bidder or by delivery of a sample unit to the agency within 15 working days of the written request. Any and all cost related to this demonstration shall be incurred by the bidder.

Final determination of any purchase will not be exclusively on price. Factors that may be considered are price, ease of installation, interface options, service, warranty, ease of programming, ease of use for the officer with intuitive graphical menus, options, manufacturing support, and other areas determined by the agency.

Exceptions to Specifications

Bidder must provide detailed explanation for any specifications not fully met by the proposed product. Using the following format, indicate both the Item # and explanation for each exception taken.

If no exceptions are taken, state as such.

Line #	Exception (use additional sheets if necessary)
	NO EXCEPTIONS TAKEN

 Mark here if any additional pages of exceptions are to be attached as part of this bid.

Total bid amount (three years) \$ 1,408,500.00
(if quantity discounts are offered, indicate on attachment and [] check here)

WatchGuard Video _____ (manufacturer) 4RE-200-GPS _____ (model number)

Available Accessories (including Servers, Software, Maintenance and Services)
Attach additional pricing pages if necessary.

4RE / VISTA WiFi InCar Bundle	\$ 5,395.00	each
VISTA HD, Body Worn Camera - Standard	\$ 779.00	each
VISTA HD, Body Worn Camera - Extended	\$ 879.00	each
VISTA HD, Body Worn Camera - WiFi w/o Base	\$ 979.00	each
VISTA HD, Body Worn Camera - WiFi with WiFi Base	1,179.00	each

corporation, [] partnership, [] sole proprietor, [] individual

manufacturer, [] distributor, [] agent, [] other _____

30 (guaranteed shipping days after receipt of order including weekends and holidays)

Terms: Net 30 Prices guaranteed for 365 calendar days

Enforcement Video, LLC (legal name of bidder)

WatchGuard Video (DBA if appropriate)

11-3717781 (FIN or SS number) M. Burr J (signature of bidder)

Michael Burr ridge, Jr, Senior Vice President of Sales (printed name and title)

NONE

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

All questions and responses must be provided via the State of Maine's e-Procurement system, AdvantageME/Vendor Self Service: <https://mevss.hostams.com/webapp/PRDVSS2X1/AltSelfService>. Bid instructions are under the attachments section of the solicitation.

Enter bid price into contract amount in Vendor Self-Service (Total per year X three (3) years = Contract Amount).

RFQ # 16A 1701300000000000467
In-Cruiser Video Camera Unit

The Division of Purchases is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes with conditions as follows:

No

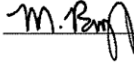
Name of Company:

Enforcement Video, LLC d/b/a WatchGuard Video

Address:

415 Century Parkway, Allen, Texas 75013-8043

Signature:



Date: February 27, 2017

VENDOR CUSTOMER CO	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000028824	4RE-200-GPS-ZSL	ENFORCEMENT V	WATCHGUARD VIDEO	4RE-200-GPS-ZS	84070	Camera, Video,In-Cruiser Unit Law Enforcement	3 year Limited Warranty	EA	\$4,699.00	45
VC1000028824	4RE-200-GPS-RV2	ENFORCEMENT V	WATCHGUARD VIDEO	4RE-200-GPS-RV	84070	Camera, Video,In-Cruiser Unit SPECIAL PRICING	N/A	EA	\$4,695.00	45
VC1000028824	RADAR CABLE	ENFORCEMENT V	WATCHGUARD VIDEO	RADAR CABLE	84070	Watchguard Video Radar Interface Cable	N/A	EA	\$75.00	45
VC1000028824	VIS-EXT-KIT-001	ENFORCEMENT V	WATCHGUARD VIDEO	VIS-EXT-KIT-001	84070	Watchguard Video VISTA HD Wearable Camera Extended Capacity	N/A	EA	\$879.00	45
VC1000028824	VIS-STD-KIT-001	ENFORCEMENT V	WATCHGUARD VIDEO	VIS-STD-KIT-001	84070	Watchguard Video VISTA STD Wearable Camera Standard Capacity	N/A	EA	\$779.00	45
VC1000028824	4RE-200-GPS-PAN	ENFORCEMENT V	WATCHGUARD VIDEO	4RE-200-GPS-PA	84070	Camera, Video,In-Cruiser Unit, Panoramic View, Law Enforce	3 year Limited Warranty	EA	\$4,869.00	45
VC1000028824	4RE-200-GPS-PAN -	ENFORCEMENT V	WATCHGUARD VIDEO	4RE-200-GPS-PA	84070	Camera, Video,In-Cruiser Unit, Panoramic View, SPECIAL PRICE	3 year Limited Warranty	EA	\$4,865.00	45
VC1000028824	4RE-200-GPS-ZOM	ENFORCEMENT V	WATCHGUARD VIDEO	4RE-200-GPS-ZO	84070	Camera, Video,In-Cruiser Unit, HD Mini-Zoom, Law Enforce	3 year Limited Warranty	EA	\$4,869.00	45
VC1000028824	4RE-EXT-WIF-BUN	ENFORCEMENT V	WATCHGUARD VIDEO	4RE-EXT-WIF-BU	84070	VISTA HD WiFi and 4RE System Bundle	3 year Limited Warranty	EA	\$5,395.00	45
VC1000028824	VIS-EXT-WIF-001	ENFORCEMENT V	WATCHGUARD VIDEO	VIS-EXT-WIF-001	84070	VISTA, HD WiFi Extended Wearable Camera	N/A	EA	\$979.00	45
VC1000028824	VIS-CHG-WIF-BSE	ENFORCEMENT V	WATCHGUARD VIDEO	VIS-CHG-WIF-BSE	84070	VISTA, HD WiFi Charging Radio Base Station	N/A	EA	\$200.00	45

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.