

PURCHASE AND SERVICES AGREEMENT

This **PURCHASE AND SERVICES AGREEMENT** ("Agreement") is made by and between the **CITY OF NORTH RICHLAND HILLS**, a Texas municipal corporation, through the **North Richland Hills Police Department**, hereinafter called "**City or NRHPD**" and **WATCHGUARD, INC.**, individually, hereafter called "**Contractor or WatchGuard Video, or WGV.**"

RECITALS:

The AGREEMENT DOCUMENTS shall include the following:

This Purchase and Services Agreement
Exhibit A - Statement of Work dated September 15, 2017
Exhibit B - NRH RFP Narrative RFP # 17-007
Exhibit C – Purchasing Terms and Conditions
Exhibit D- Contractor's Response to the RFP
Exhibit E – Service Level Agreement
Exhibit F – Service Warranties
Exhibit G – Software Maintenance Agreement
Exhibit H – End User License Agreement (EULA)
Exhibit I – Payment Schedule
Exhibit J – Acceptance Form

If there is any conflict between this Purchase and Services Agreement and the Exhibits, this Purchase and Services Agreement shall take precedence, followed by the Exhibits in the order listed above. All Exhibits are hereby incorporated herein by reference, and/or attached hereto and made a part of this Agreement for all purposes.

1. **SCOPE OF SERVICES**

The Contractor agrees to provide services for the installation and implementation of a system of in-car cameras that interact with body-worn cameras for the NRH Police Department, including all necessary equipment, software and maintenance. Such services being more fully described and set forth in Exhibit A, Statement of Work, dated September 15, 2017.

2. **COMPENSATION**

The maximum amount to be paid to Contractor for all services performed and expenses incurred hereunder shall not exceed **FIVE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND NO/100 (\$579,393.00)** payable in accordance with Exhibit I, Payment Schedule.

3. **TERM**

This Agreement shall be effective upon the last date executed by both parties ("Effective Date") and shall not exceed a term of five (5) years ("Initial Term"). Following the Initial Term, the terms and conditions governing this Agreement shall be extended to correspond with the remaining term of the last active warranty or maintenance agreement procured by the City under this Agreement ("Extended Term"). Collectively the Initial Term and any

Extended Term shall be referred to as the "Term."

4. **TERMINATION**

This Agreement may be terminated for cause or convenience upon no less than thirty (30) days' written notice in accordance with Exhibit B, Article 7.0, Contract Requirements, specifically Sections 7.4.9, 7.5, 7.16 or 7.18. Upon receipt of such notice of effective date of termination, Contractor shall immediately discontinue all services, work and the placing of all orders or the entering into Agreements for all supplies, assistance, facilities and materials in connection with the performance of this Agreement that will extend beyond the effective date of termination. Contractor shall further proceed to cancel promptly all existing Agreements insofar as they are chargeable to this Agreement. Contractor shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate. City shall be responsible for paying Contractor for all services rendered under this Agreement up to the effective date of termination, but shall not be responsible for payment for any services provided by Contractor after the effective date of termination. City shall have the option to terminate this Agreement for non-appropriation of funds in accordance with Exhibit B, Section 7.16. Unless terminated by expiration the Term, or for the City's non-payment of invoices which is not cured, Contractor shall not have the option to terminate this Agreement in accordance with Exhibit B, Section 7.18.

5. **INDEMNIFICATION; RELEASE OF LIABILITY**

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING CLAIMS OR DAMAGES RESULTING FROM INFRINGEMENT OF PATENTS OR COPYRIGHT, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION.

6. **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services hereunder as an independent Contractor and not as an officer, agent or employee of the City. Contractor shall have exclusive control of and the exclusive right to control, the details of the work performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor, its agents, employees and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the Contractor. It is further understood that the City

shall in no way be considered a Co-employer or a Joint employer of Contractor's officers, agents, servants, employees or subcontractors, nor shall any of Contractor's officers, agents, servants, employees, or subcontractors be entitled to any employment benefits from the City as a result of any services performed by Contractor under this Agreement. Contractor shall be responsible and liable for any and all payments and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

7. **PROHIBITION OF ASSIGNMENT**

Neither party hereto shall assign, sublet or transfer its interest herein in this Agreement without the prior written consent of the other party. However, Contractor may assign this Agreement to any Affiliate company that controls, or is under common control or ownership with Contractor, or which has acquired at least a majority (51%) interest in Contractor's assets. Contractor shall provide 30 days' advance written notice of any assignment to an affiliate. Any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void and invalid.

8. **CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

9. **FORCE MAJEURE**

Neither party shall be liable for failure to perform its obligations under this Agreement if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or unforeseeable interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

10. **CONFIDENTIAL INFORMATION**

Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. **Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.**

11. **RIGHT TO AUDIT**

During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Agreement, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the services provided hereunder for minimum time period of 3 years after expiration of this Agreement or as long as required by law.

12. **NOTICES**

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to City:
City of North Richland Hills
Attn: Director of Public Safety
4301 City Point Drive
North Richland Hills, Texas 76102

If to Contractor:
WatchGuard, Inc.
Attn: Kyrie Endres, Contracts
Manager 415 Century Parkway
Allen, Texas 75013

13. **INSURANCE**

Contractor shall be required to procure and maintain the types and amounts of insurance as set forth in Exhibit C, Purchasing Terms and Conditions.

14. **DISPUTE RESOLUTION**

Except in the event of termination for non-appropriation of funds or non-payment of funds, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within thirty (30) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each

party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

EXECUTED on this, the _____ day of _____, 2017.

ACCEPTED AND AGREED:

WATCHGUARD, INC.:

By: _____
Mike Burrige
Senior VP of Sales

Date: _____

ATTEST:

By: _____
David Walker
Chief Financial Officer

CITY OF NORTH RICHLAND HILLS:

By: _____
Mark Hindman
City Manager

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis
City Attorney

RECOMMENDED:

By: _____
Jimmy Perdue
Chief of Police

EXHIBIT LISTING

Exhibit A – Statement of Work dated September 15, 2017

Exhibit B - NRH RFP Narrative RFP # 17-007

Exhibit C – Purchasing Terms and Conditions

Exhibit D- Contractor's Response to the RFP

Exhibit E – Service Level Agreement

Exhibit F – Service Warranties

Exhibit G – Software Maintenance Agreement

Exhibit H – End User License Agreement (EULA)

Exhibit I – Payment Schedule

Exhibit J – Acceptance Form

Exhibit "A" - Statement of Work

**North Richland Hills Police Department
WatchGuard Video Purchase**

**Statement of Work
Version [1.0]**

September 15, 2017

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1. Introduction

1.1 Purpose

This Statement of Work (SOW) ensures that project expectations are documented and understood by all entities engaged in this project. The following sections include: project background, project goals and objectives, project approach, project organization, roles and responsibilities, assumptions and constraints, risks, project schedule, deliverables acceptance process, change control process, and project cost.

1.2 Definition of Key Terms/Acronyms

The definitions of all terms, acronyms, and abbreviations referenced throughout this document are noted below:

NRH or City – City of North Richland Hills

WGV – WatchGuard Video

SOW – Statement of Work

NRHPD, Agency – City of North Richland Hills Police Department

2. Project Background

This project will facilitate the implementation of a body worn camera (BWC) system and an in-car digital camera system for the NRH Police Department. The City strongly prefers a solution that allows for integration between body worn and in-car camera systems. Critical to the project is to minimally impact the officer's time required for entering data (tagging) into the system related to an event and the time required to transfer video files from the VISTA BWC and the 4RE in-car digital camera system.

3. Project Overview

3.1 Project Scope

This project will be a multi-year purchase opportunity, single implementation of 127 VISTA body cameras and 42 4RE car camera systems, over the course of up to a five year period. This project includes the installation and completion of all hardware, software, infrastructure, and training associated with the delivery and activation of the camera program including a digital file management system for the associated audio/video files (Evidence Library), installation services, and maintenance, that will allow for the capture and preservation of interactions between police officers and the public. If NRHPD requires Dell Server and equipment, then WGV shall transfer over the warranty support 5-year contract to NRHPD.

The installation and go-live of camera systems will follow, tentatively, the following schedule:

- Primary purchase: Delivery, installation, and implementation 127 VISTA body cameras and 42 4RE car camera systems

- Additional purchases of like devices are agreed at the contract pricing for up to a five year time span.

This project also includes the installation of the WatchGuard Video software needed to process and administer the captured camera footage, installation of the car and body camera systems, and the required training for officers and other identified staff. Installation and configuration of the needed storage (on premise and/or cloud-based), network (wireless and wired), and related systems will also be in scope.

3.2 Out of Scope for Project

All other items not identified in the scope in 3.1 will be out of scope unless this SOW is amended. (Examples; Video migration from previous vendor; Installation of Interview room; Installation of the WGV MDC offering).

4. Project Goals and Objectives

The NRH Police Department intends to implement a system of in-car cameras that interact with body-worn cameras. In accordance with NRHPD General Order No. 805 and USD SOP 4203, the activation of the in-car camera will be triggered by, at a minimum, any of the following occurrences:

- Manual activation by pressing a “record” button
- Vehicle traveling greater than a predetermined and configurable speed
- Activation of an impact/crash sensor within the DVR
- Activation of emergency lights/siren
- Activation of a body-worn camera that has been paired with the in-car system
- 12 volt Aux triggers are optional for triggers to other devices (Shot Gun release) or other items that NRH may have in their policy.

The activation of the body-worn camera will be triggered by, at a minimum, any of the following occurrences:

- Manual activation by pressing a “record” button
- Activation of an in-car camera that has been paired with the body-worn camera

The video and metadata recorded by the in-car system should be offloaded wirelessly at designated police district stations, in a manner that requires minimal interaction from the user. The body-worn camera video will be offloaded by placing the camera in a docking station at a police district, which would also recharge the camera’s battery, with such battery life anticipated to be 2-3 years based on camera usage.

The video will be accessible via a web browser, from within the City of North Richland Hills internal network. The video will be stored and retrieved from storage appliances on the City of North Richland Hills network.

There will be methods of organizing the video and sharing the video with internal users, regular external users (such as the district attorney’s office) and the general public (such as news media). Attachment of Cloud Share functionality will be at basic level of 24 shares per year per device (169 total devices on initial purchase). In the first year of use, if the city exceeds the total requirements at the basic level (24 share times 169 devices equals 4,056 shares) WGV will upgrade NRH to the Full level (48 shares per device per year). This offer is only for the first year. Starting year two (Nov. 1 of 2018) NRH will have to purchase the “Full” level at the contract price of \$135.00, which is \$35.00 additional cost per device. WGV requires all 169 devices to be upgraded to “Full” level. This rule will apply each additional year until the contract ends.

5. Technical Approach

During execution of this project, there are multiple steps that will happen, some concurrently.

I. Planning and Design

The planning and design phase will begin after Project Initiation, and will last for a week to two weeks into the project as the work performance site is examined and the final plan is put in to place. This phase includes understanding the layout of the City and designing the solution to fit its individual needs, including, designing the backend server system to the custom specifications of the City, and designing the network topology. The following tasks will be required to compete this phase:

1. Final agreement on how much video will be stored and where it will be stored.
2. Site inspection/survey so that station placement and installation may be planned.
3. Meet with IT to plan the network topology, IP addressing requirements, and server naming requirements the City would like WatchGuard Video to adhere to during deployment.
4. Obtain all system settings and parameters, including: user in formation, security roles, evidence retention, etc.

II. Execution – Information Systems and Fleet Installations

All of these steps will be performed onsite by the Watch Guard Video Technical Services team or approved subcontractors. Project execution steps include:

1. Server installation and configuration
2. System Configuration
 - a. Install and run the web client from the network.

- b. Configure all the system settings and parameters, including: user information, security roles, evidence retention, etc. and export the configurations as needed.
 - c. Install and test web clients on any machines NRHPD specifies.
 4. In-car hardware installation
 - a. Installer can perform installation at a rate of about 15-18 vehicles per week. Installations can be performed by a WatchGuard Video subcontractor, or by the City.
 - b. City technician training will coincide with system installation.

III. Testing

A detailed Test Plan and Checklist will be developed in coordination with WatchGuard Video and NRHPD staff, to include the below topics, such as Operations, Technical, and Performance components:

1. Begin testing the solution as systems are deployed. WatchGuard Video will be validating system power-on and troubleshoot with NRHPD staff verifying the recording and upload to local storage is occurring, as designed, with support from WGV.
2. WatchGuard Video will apply any updates or fixes as necessary to the devices.
3. After the City is up and running, close monitoring of the solution will begin and will last for several days, per the Handoff expectations listed below provided the city provides access to server.

IV. Training and Handoff

WatchGuard Video will facilitate the development of end-user, administrator, supervisor, and train the trainer training materials as well as deliver supervisor, administrator, and trainer course for identified staff. The steps include:

- Training Development
 - Training materials will include the devices, written and presentation materials, and coaching notes needed to fully educate officers
 - Development of “train the trainer” materials for on-going delivery of training beyond the initial deployment (WGV is not a certified Law Enforcement trainer)
 - Registration of NRHPD personnel for online training as needed
 - Factory training is available for NRHPD personnel at no charge, to be scheduled by both NRHPD as classes are available at WGV.
- Delivery of Training

- Transition of Training Materials and Content for on-going training
- Support
 - Once NRHPD has taken over the day to day use of the in-car video and evidence management solution, WatchGuard Video will begin the support phase. In this phase, WatchGuard Video will provide the following services:
 - 24/7 telephone support
 - Remote access as necessary to NRHPD WGV server(s)
 - Regular WatchGuard Video check-ins with the City on the 3rd, 30th, 45th, and 60th day following delivery. Issue remediation for issues documented as of the 60th day.

6. Project Organization

| Name | Organization | Project Role(s) |
|-------------------|---------------------|--------------------------------|
| Chief Mike Young | NRHPD | Assistant Chief of Police* |
| Bob Weekly | NRHPD | Asst. IT Director |
| Megan Batchelder | NRHPD | Records Management |
| Neal Maranto | NRHPD | LT. Patrol |
| Scott Suter | NRHPD | Fleet Maintenance Manager |
| Neil Singh | WGV | Project Manager |
| Justin Vanman | WGV | Technical Services Manager |
| Michael Burrridge | WGV | Senior Vice President of Sales |
| Izzy Valdovino | WGV | Regional Sales Manager |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

*Must approve all interfaces, techniques, and technologies being implemented by WatchGuard Video

7. Roles and Responsibilities

7.1 WatchGuard Video Responsibilities

WatchGuard Video will provide to City services resulting in the successful and satisfactory installation and configuration of the WatchGuard Video 4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi and Evidence Library software. The table below lists the work required to complete a successful installation. If “LEAD” is listed for a task, that party is responsible for owning or driving the completion of that effort. If “Support” is listed, that party is responsible for participating in that effort in order to successfully deliver the service/function.

Detailed descriptions of tasks, specifications, estimated durations, and other assumptions are listed in Appendix A.

| WGV | NRHPD | Short Description |
|----------------|----------------|--|
| | | |
| | | Installation of server in Equipment Rack |
| | LEAD | Provide a suitable Rack |
| | LEAD | Mounting or Racking the Server |
| | LEAD | Connecting the server (Power (connector), KVM, Network Cabling and switches, JBOD, UPS) |
| LEAD | Support | Provide a physical that meets the specified Server Requirements |
| Support | Lead | Installation and configuration of Windows Operating System and disk storage systems |
| Support | LEAD | Provide Operating System License |
| Support | LEAD | Install and configure Operating System (Includes current patches) |
| | | |
| Support | LEAD | Setup recommended disk configuration |
| Support | LEAD | Install and configure for remote access |
| | | |
| | | Installation of Microsoft SQL Server |
| Support | Lead | Provide SQL Server Licenses |
| Support | Lead | Install and configure SQL Server |
| Support | Lead | SQL Backup and Maintenance plan |
| Support | Lead | Setup SQL Instance (if shared database server), |
| | | |
| | | Installing and configuration of Evidence Library |
| LEAD | | Install and configure Base Software |
| Support | LEAD | Add Security Groups |
| LEAD | Support | Configure Evidence Library |
| NA | NA | Install and configure Upload Servers (if used) |
| Support | LEAD | Installation of Evidence Library Link on Agency's computers |
| Support | LEAD | Provide client computers that meet client Hardware and Software requirements. |
| Support | LEAD | Connect computers to Agency Network and Active Directory Domain |
| | | |
| LEAD | Support | Configuring available 4RE DVR units |
| LEAD | Support | Create Configuration USB |
| LEAD | Support | Configure Each DVR as installs are completed |
| N/A | N/A | Change DVR IP configuration (if required) |
| N/A | N/A | MDC Application (if required) |
| N/A | N/A | Provide client computers that meet client Hardware and Software requirements for the MDC Application. |
| N/A | N/A | Install and configure MDC application on each computer. |
| N/A | N/A | Setup or configure in-car network for DVR to Computer connectivity which includes modifying Computer policy systems (i.e. NetMotion) |

| | | |
|----------------|----------------|---|
| LEAD | Support | 4RE System In-Car Installation |
| N/A | N/A | 4RE Interview Room setup |
| Train | LEAD | 4REM 4RE Motorcycle System Installation |
| | | |
| LEAD | Support | Configuring available VISTA WiFi cameras |
| LEAD | Support | Create Configuration |
| LEAD | Support | Configure Each VISTA camera |
| LEAD | Support | Install/Configure Smart PoE Switch in Vehicle (if applicable) |
| LEAD | Support | Install Transfer Station (if applicable) |
| | | |
| LEAD | | Finish Testing Function of WatchGuard Video system |
| LEAD | Support | Complete Test checklist |
| | | |
| LEAD | Support | Training |
| LEAD | Support | 4RE DVR Installation Training |
| LEAD | Support | 4RE and VISTA WiFi End User Training (Officers) |
| LEAD | Support | Evidence Library User Training (Officers/Supervisors) |
| LEAD | Support | Evidence Library Administrative Training |
| LEAD | Support | Go-Live Support |
| Support | LEAD | Project Sign-Off |

7.2 NRH Responsibilities

- NRHPD must approve all interfaces, techniques, and technologies being implemented by WatchGuard Video
- NRH IT and NRHPD are responsible for the post deployment management of the storage and network equipment as well as related wiring, including data backups.
- The NRHPD training and/or command staff will develop communications and other change management messages to distribute to NRHPD relevant staff.

8. Project Assumptions and Constraints

8.1 Assumptions

- Cooperation with WatchGuard Video and NRHPD is required to successfully complete this project.
- Project scope will be limited to the items specifically outlined in this document. Changes to this scope may require changes to the terms of this document.
- NRHPD is to ensure WGV has cooperation from the CAD provider for the engineering work required to integrate Spellman Technologies.

8.2 Constraints

The following constraints apply to the project:

- All security hardware and software must be compatible with the current IT platforms
- All hardware and software must be purchased in accordance with the allocated budget and timeline.
- NRH IT Department staff and select NRHPD participants are available to assist with the project, adjusting for holidays
- The project will follow usual application change management processes
- WatchGuard Video will not be responsible for Microsoft Windows Server and SQL Server software bugs, software functionality, or the success of interoperation between Microsoft and other companies' technologies, but WGV will apply industry best practices and experience to assist with these issues. WatchGuard Video agrees to provide maintenance, bug fixes, and upgrades for all WatchGuard Video software related to its camera systems and related components.

9. Project Risks

The following risks have been identified for the project:

- Potential disruption to operations during deployment
- Potential for other city infrastructure, databases, or systems requiring attention of project staff unexpectedly
- City staff availability could be limited due to other operations and work schedules
- City bandwidth delays/slow-downs could impact the costs and schedule for the project

10. Project Schedule and Key Milestones

The following is a listing of a sample tasks and durations.

Expected start date: 12/11/2017

Expected end date: 1/31/2018

Week 1 – WGV Evidence Library application installation and configuration, and
10-12 Vehicles built and tested

Week 2 – Vehicle builds progress at rate of 15 cars per week with no holidays

Week 3 – Christmas Holiday will greatly shorten this week

Week 4 – BWC deployment complete

Week 5 – Motorcycle training for installation of WGV hardware

Week 6 – Vehicle builds completed

Changes to this timetable can be made with agreement from both parties.

11. Project Costs and Payment Schedule

Payment is required within 30 days after project sign-off.

12. Project Deliverables Acceptance Process

WatchGuard Video will attach a Deliverable Acceptance Form to all client deliverables and will provide the deliverable package to the City of North Richland Hills Project Manager for review and approval. The City of North Richland Hills Project Manager will identify the designated personnel who must review and accept the deliverable and route the deliverable to the designated personnel. If any changes or acceptance of a deliverable will cause an increase in pricing by more than \$50,000, City Council approval will be required for acceptance.

The City of North Richland Hills Project Manager, the Technical Lead, or their designee(s) within the City of North Richland Hills will have acceptance authority for all deliverables associated with this project and will either accept or reject a deliverable within ten (10) business days of receipt. If no response is received within fifteen (15) days then the deliverable will be considered accepted.

If the deliverable does not receive client acceptance, the Deliverable Acceptance Form should indicate disapproval and be returned to the appropriate WatchGuard Video representative with reasons for rejection within the 10-day period. WatchGuard Video will take appropriate action to correct the deficiency and repeat the approval process.

Designees will review and accept the deliverables according to the established acceptance criteria presented in the table below. The following table outlines the acceptance criteria for each project deliverable.

| Deliverable Name | Deliverable Description | Deliverable Acceptance Criteria |
|-----------------------------|---|---|
| Device/Camera Installation | WatchGuard Video staff or representative to install the camera equipment in the identified police vehicles. | The camera system powers on in each vehicle. Recorded video moves from the camera to the local storage. Acceptance can be completed in batches of delivered and installed camera systems. |
| Network Planning and Design | | |
| Software Installation | WatchGuard Video Evidence Library Software will be installed on the server. | Successful installation and use of the application by City staff, with access granted for supervisors, attorney staff, and administrators. |
| Training | Development and delivery of training and related presentation materials for supervisors, administrators, and trainers. End- | Delivery of training files, notes, and related documentation for the identified groups. |

| | | |
|---------|---|-------------------------|
| | user training materials. | |
| Support | Regular WatchGuard Video meetings with the NRHPD on each day during implementation. | Completion of meetings. |

13. Change Control Process

This section defines how changes to the original objectives and/or deliverables defined in this Statement of Work will be handled. WatchGuard Video recognizes that changes are a normal part of the project life cycle. WatchGuard Video believes that managing change to project scope, cost, and schedule are critical to a project's success.

If NRHPD requests changes that are outside the project scope of work, WatchGuard Video will document the change via a Change Control Form. The review and approval process will follow these guidelines:

- The WatchGuard Video Project Manager will document or review all change requests with regard to cost, risk, and schedule impact.
- The WatchGuard Video Project Manager will present the documented changes to the City of North Richland Hills Project Manager for approval or rejection. WatchGuard Video requests that the City of North Richland Hills Project Manager rejects or accepts the change within ten (10) business days.
- If the City of North Richland Hills Project Manager does not respond to requested change within fifteen (15) business days, actions will be taken by WatchGuard Video to determine additional information needed for approval.
- If the WatchGuard Video Project Manager and City of North Richland Hills Project Manager cannot resolve the issue, it will be forwarded to the next level of management within WatchGuard Video and NRHPD.

Revision History

| Versio n | Description | Date | Approval |
|---------------------|--------------------|-------------|-----------------|
| 1.0 | Creation | 9/15/2017 | |
| | | | |

Appendix A

Scope: This document covers the “Statement of Work” for deploying the VISTA/Evidence Library system at an agency location. The table of contents includes the reference number for the task assigned to the appropriate party.



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14. SVR-01-Installation of Server in Equipment Rack

If purchasing a 3U Rack-mount server and/or additional JBOD unit from WatchGuard Video, NRHPD will provide the hardware needed to be installed in a four post server rack. The rack can be floor mounted, or on wheels.

14.1 SVR-02-Rack Requirements

You will need a standard four post server rack with the following specifications

- Adjustable mounting depth of up to 30" (762 mm)
- Overall rack depth of 39" (990 mm)
- Universal square holes.
- Rolling rack or bolt in rack will both work

Once the rack is installed, it is up to the customer to ensure proper grounding, preferably to a copper grounding block that has been installed by an electrician. Improper grounding of the server rack could result in failure of the server and will VOID the warranty.

This picture depicts the cross section of the server rack with side panels and doors removed. It is important to abide by these requirements or the rack will NOT fit the server.



14.2 SVR-03-Mounting or “Racking the Server”

The server must be mounted in the rack prior to the arrival of the WatchGuard Video personnel. The server weighs 60-100 lbs. and is very large, therefore we recommend 2 people to rack the server.

- Inside the server carton you will find the mounting rails and the installation instructions.
- The mounting rails will be marked left and right, follow the diagrams on the instructions on how to connect the outer rails to the server rack, as well as how to connect the inner rails to the server itself.
- Once the rails are attached to the rack and server, the rails can be mated together and the server can be pushed back into the server rack.
- See server documentation (located in server box) for additional details.

14.3 SVR-04-Connecting the Server

Once the server is racked, connect dual power cords, Ethernet, and if necessary a keyboard, mouse and monitor.

- WatchGuard highly recommends that the server be plugged into a UPS device that is rated to maintain power to the server and all peripherals in case of a power outage. The time frame should be long enough to allow the server to be powered off normally before the UPS power drains. We recommend two UPS devices, one for each power supply. **WatchGuard DOES NOT provide this equipment** and it is the responsibility of the customer to purchase separately.
- The server has two standard 120v power connectors and both will need to be plugged in, found in the server miscellaneous box.
- Connect the WatchGuard Video server into your local network. Using a Cat-5e or Cat-6 Ethernet cable, connect to either of the two open Ethernet ports on the back of the server.
- Connect the access point (AP) to the second Ethernet port on the back of the server. This is covered in the Access Point Installation section of this document.
- You will need to provide a keyboard, mouse and monitor, or some type of KVM device for the on-site technician to use during software installation and configuration. WatchGuard does not provide these peripherals unless ordered with the server.

15. SVR-05-Server Specifications – Physical and Virtual

In conjunction with the in-car components, a back end server is required to run WatchGuard Video's Evidence Library software. The server can be a physical standalone server, or installed in a virtual environment. The following specifications must be met to guarantee a successful installation of Evidence Library.

Hardware Requirements (1-5 Concurrent Vehicles)

Physical server, 1-5 concurrent vehicles

| Components | Minimum | Recommended |
|---------------------------------|---|---|
| Motherboard | Intel® Socket 1156 | Intel 5520 chip set, 96 GB RAM support, PCI-E 2.0 |
| Processor | Intel i5-650 or similar | Intel Xeon Quad Core or similar |
| RAM | 6 GB 1333 MHz DDR3 | 8 GB 1333 MHz DDR3 |
| Hard drive controller | RAID 5, RAID 6, or RAID 10 | |
| Operating system storage | 40 GB | 80 GB |
| Staging | 200 GB | 500 GB |
| Final storage | Depends on retention | |
| Optional expanded video storage | NAS, SAN, JBOD, or cloud (Microsoft® Azure) | |
| Network cards | 1 network card | 2 network cards |
| Disk media drive | Optional | Dual layer DVD reader/burner |
| Peripherals | Monitor, USB keyboard, USB mouse | Monitor, USB keyboard, USB mouse, speakers |

- See Storage requirements below

Virtual Machine:

- The VM should be dedicated to the WatchGuard Application

| Components | Minimum | Recommended |
|-------------------------|------------------------|-------------------------|
| Processor | 1 virtual processor | 2 virtual processors |
| Network cards | 1 virtual network card | 2 virtual network cards |
| RAM | 4 GB | 6 GB |
| Operating system volume | 40 GB | 80 GB |
| Staging volume | 200 GB | 500 GB |
| Final storage volume | Depends on retention | Depends on retention |

Hardware Requirements (6-25 Concurrent Vehicles)

- Intel Socket 1156 Motherboard *Minimum*
 - (Intel 5520 Chip set, 96GB RAM support, PCI-E 2.0 **Recommended**)
- 3.20GHz Intel Core i5-650 processor *Minimum*
 - (Intel Xeon E5620, 2.40GHz Quad Core **Recommended**)
- 6GB 1333MHz DDR3 Memory *Minimum*
 - (8 GB 1333MHz DDR3 **Recommended**)
- LSI 9240-4I RAID Controller *Minimum* (Or Similar)
 - (LSI SAS9260-4I, 6Gbps, SAS/SATA w/ Battery Backup **Recommended Or Similar**)
- Intel *or* Equivalent Dual NIC card *Minimum*
- 8x DVD+RW Multi Drive DVD reader/burner *Minimum*
 - (Dual Layer DVD Reader/Burner **Recommended**)
- Monitor, USB Keyboard, USB Mouse **Required**
- 3 Year Full Service Warranty, Next Day On-Site **Recommended**
- NAS, SAN or JBOD for expanded video storage **Optional**
- See Storage requirements below

Virtual Server Requirements

- The VM should be dedicated to the WatchGuard Application
- 2 Processors *Minimum*
 - 4 processors are **Recommended**
- 2 Virtual Network Cards
- 6-12 GB of RAM

16. SVR-06-Installation and Configuration of Windows Operating System/ Disc Storage System

- Install Windows Server operating system (Server 2012 or 2016)
- Change Password of local administrator to WGV standard (unless agency has a different policy)
- Provide and activate Windows Server license key
- Set the local security policy to 0 days (unless different from department policy)
- Power Options – “ Put the computer to sleep: NEVER” (applies to Windows client operating system)
- Set the Administrator password to “Never Expires” (preferred)
- Configure IE/ESC security settings to OFF for Administrators
- Change windows update to the desired setting for agency

16.1 SVR-07-Provide Operating System License key

Specified party will purchase/provide license key for compatible Windows operating system.

Software Requirements

An account with local administrative level permissions is required to install the WatchGuard Video Evidence Library software on the server. **If integrating with Active Directory, a domain user with Local Server Admin rights is required.** Additionally the system requires the following software components.

- Operating System – (Please note it must be one of the two options below)
 - Microsoft Windows 7 Professional 64-bit or Windows 10 Professional 64-bit
Minimum
 - Microsoft Windows Server
 - 2008R2 64-bit
 - 2012 64-bit
 - 2012R2 64-bit *Recommended*
 - 2016
- SQL Server – (Please note that we require one of the EXACT versions of SQL Listed Below)
 - Microsoft SQL Server 2008 R2 Standard with 5 or more CALs
 - Microsoft SQL Server 2012 Standard with 5 or more CALs
 - Microsoft SQL Server 2014 Standard with 5 or more CALs
 - Microsoft SQL Server 2016 Standard with 5 or more CALs

16.2 SVR-08-Configure Operating System

(Optional) Install the following features or roles on the server. These roles are selected during the installation of the Evidence Library software

- .NET Framework 4.5 features
- (AD/LDS) Active Directory Lightweight Directory Services
- Web Server
 - Management Tools
 - IIS Management Console
 - IIS Management Scripts and Tools
 - Management Service
 - FTP Server
 - FTP Service
 - FTP Extensibility
- Application Server
 - .NET Framework 4.5

- TCP Port Sharing
- Windows Process Activation Support
 - HTTP Activation
- Files Services

16.3 SVR-09-Setup and Perform Backups:

WatchGuard Video does not setup or perform backups of the “Windows operating system” or “video storage” on the server- this is the responsibility of the agency.

16.4

16.5 SVR-10-Setup Recommended Disk Configuration (virtual and physical)

| Drive partition | Volume contents | Recommended storage size | Preferred RAID type | Preferred disk type |
|-----------------|---|--------------------------|----------------------------|---------------------------------|
| 1 | Windows operating system, SQL Server application, Evidence Library application/installation directory | 50 - 200 GB | RAID 5 | HDD or SSD |
| 2 | SQL Server database, Evidence Library working directory (video staging: Import and Export storage locations), processing tier (Online Video first tier) | 200 GB - 1 TB | RAID 5 or RAID 10 | SSD |
| 3 | Video and case storage | 2 - 50 TB | RAID 5, RAID 6, or RAID 10 | HDD or cloud (Microsoft® Azure) |
| Other | Optional backup or additional storage | TBD | TBD | TBD |

*Video and Case Storage volume will vary based on the number of cameras, video quality, and video retention. Contact a WatchGuard Video Project Manager to receive a proper storage estimate.

16.6

16.7 SVR-11-Install TeamViewer

Teamviewer can be installed and made available to WatchGuard Video to provide remote support. Other remote applications may be used as well per the agency preference. Teamviewer is the preferred choice for remote access by WatchGuard Video.

17. AP-01-Access Point Wiring and Installation

This section will cover the Access Point (AP) installation and wiring. Some items in this section are specific to the MikroTik product that we currently provide. If using a different Access Point or In-Car wireless radio, some sections may not apply. Contact the WatchGuard Video Project Manager for details if using a different wireless solution. The party responsible for the Access Point wiring and installation needs to have the following completed:

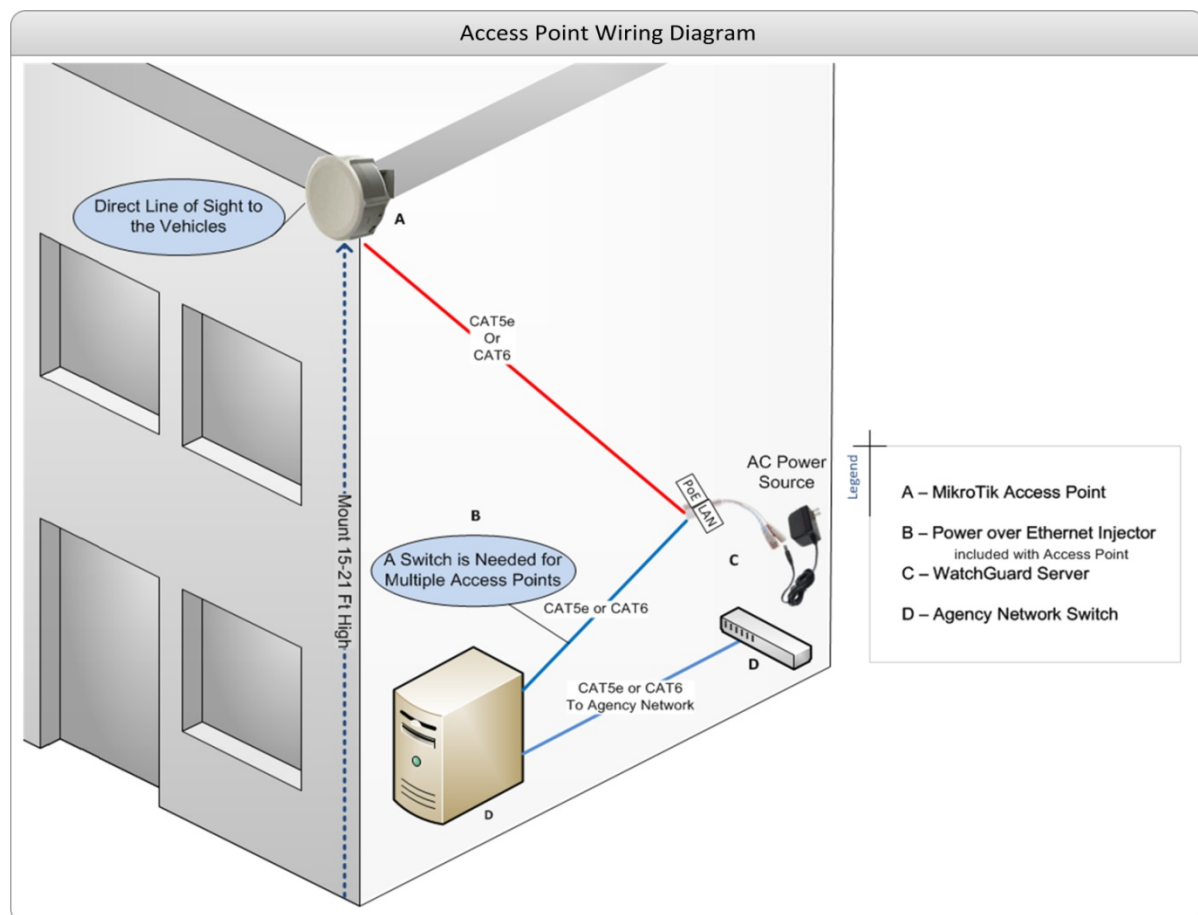
17.1 AP-02-Cabling

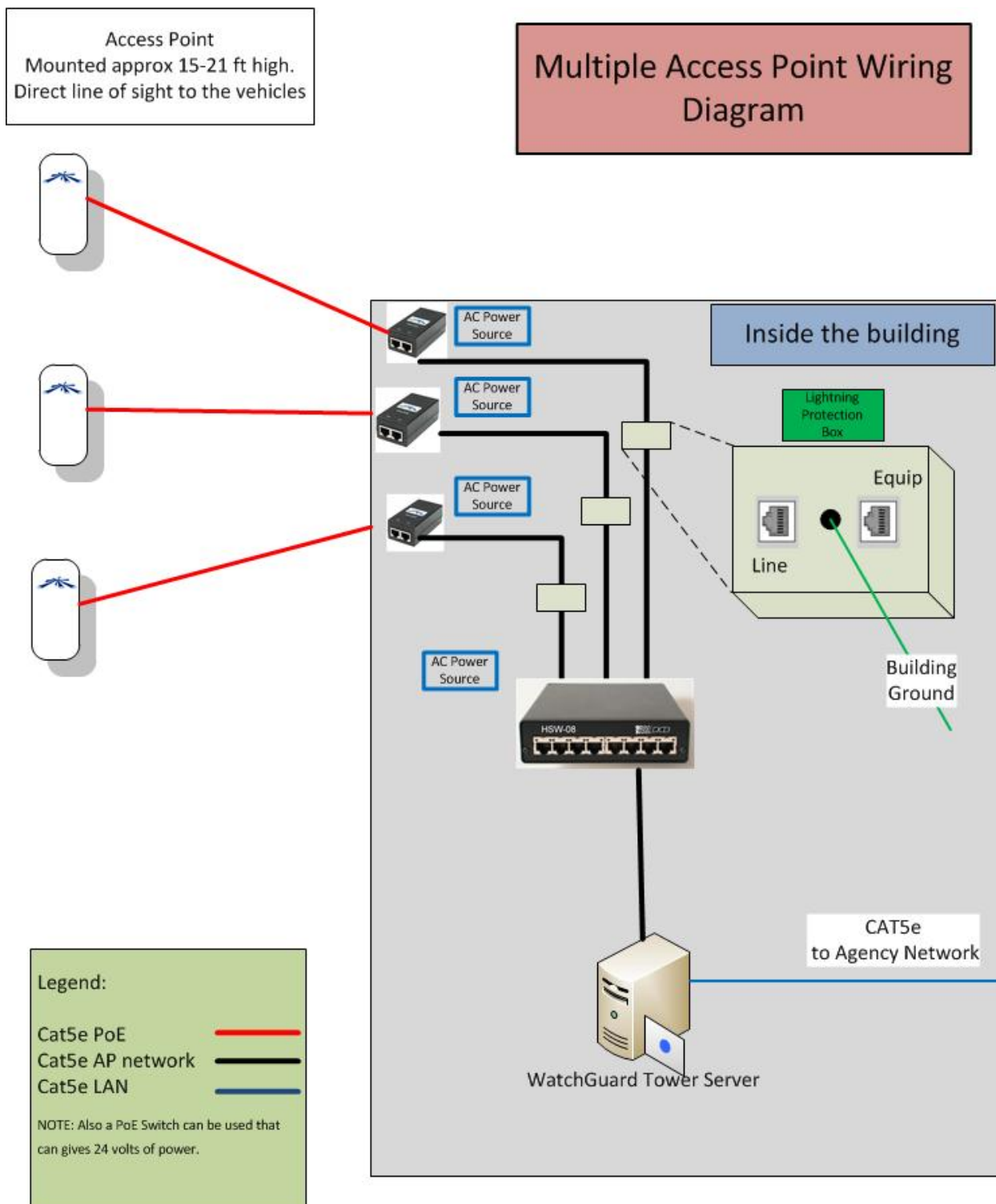
- Party will provide CAT5E or CAT6 Cable for the Access Point to connect from the Access Point to the server. **NOTE:** If mounting the Access Point on the exterior of a building, ensure the cable is protected in either of the following ways:
 - Supply External/Outdoor grade CAT5E/CAT6 cabling

- Supply conduit for the internal grade CAT5E or CAT6 cable for the exterior section
- Terminate the CAT5E or CAT6 cable at BOTH ends
- Test the connection using an Ethernet cable tester or verify through AP web interface
- If using a VLAN to connect the AP to the server, ensure there is connectivity from AP to server through the managed switch.

17.2 AP-03-Mounting the Access Points

- Guidelines to mount the Access Point:
 - The AP height should be 15-21 ft. high from the ground. (any higher and the signal can overshoot the vehicles)
 - The AP needs to have direct line of sight to the vehicles with the DVR systems.
 - The AP needs to be mounted vertically.
- Ensure there is a 3 to 6 inch drip loop for the CAT5E or CAT6 cable outside to prevent water from entering either the AP or the exterior wall.





18. AP-05-Access Point and Radio Configuration

This section will cover the Statement of Work for the software configuration of the Access Points and Wireless radios.

18.1 AP-06- Provide Access Points

Provide Access Points that can communicate with the specifications below:

18.2 AP-07- Configure Access Points:

- Access Point should be pre-configured to the following:
 - SSID (hidden)
 - Security: WPA2 – AES
 - Pre-shared Key (PSK)
 - Agency specified Network (e.g. 192.168.2.X/24)
- MikroTik Access Points need to use the following channels if using the Ubiquiti Bullet for the in car wireless solution:
NOTE: The FCC is requiring wireless radio manufactures in the US to limit the 5Ghz frequencies to the following channels:
 - 5805 (freq. 161)
 - 5785 (freq. 157)
 - 5765 (freq. 153)
 - 5745 (freq. 149)
- WatchGuard Video recommends the Wireless 802.11N 5Ghz Range for greater channel availability and throughput. WatchGuard Video DVRs ship defaulted to the 5Ghz range unless otherwise specified
- If the Access Points are from a manufacturer other than MikroTik, please ensure the following ports are not blocked anywhere from the AP connection to the WatchGuard server:
 - 5001
 - ICMP (ping)
 - 21
 - 20

18.3 AP-08- Configure In-Car Wireless Radio configuration:

- Test radio functionality
- Make changes to configuration if necessary and train staff to make configuration changes
- For a complete configuration guide, please contact WatchGuard Video Customer Service

18.4 AP-09-MDC Configuration

- Configure the in-car radio to supply a single DHCP address if needed for the MDC
- Install the MDC Application and test
- Train necessary personnel on MDC Application
- The Agency needs to have purchased the MDC application to have it installed on the MDC (In car laptop/computer)

20. SQL-01-Installing Microsoft SQL Server (Full Version)

Provides services and utilities to support and manipulate the Evidence Library database.

Prerequisites on SQL Server:

- Microsoft Windows 7 Professional 64-bit SP2, Windows Server 2008 R2 64-bit SP2, Windows Server 2012 64-bit, Windows Server 2012 R2 64-bit or Windows Server 2014 64-bit.
NOTE: Some versions of SQL are not fully compatible with all Microsoft operating systems.
- 64-bit processor, 1.4 GHz CPU, 2GB RAM minimum.
- *The Server hosting the WatchGuard database **CANNOT** be operating as a Domain Controller.*
- Before starting the installation of SQL, decide the storage paths for the Evidence Library database and other SQL Program files. If the server has a single volume, the default paths will be used
- Installation user must have local administrator rights on the server, or SysAdmin rights on the SQL server, and Full Control of all volumes on the server that will contain WatchGuard information.

20.1 SQL-02-Provide License Key

- Provide SQL Server license key for one of the following versions:
 - SQL Server 2008 R2
 - SQL Server 2012
 - SQL Server 2014

20.2 SQL-03- Install and Configure SQL Server:

- Install from the SQL installation folder
- Data and Log files are set as default unless customer requests an alternate storage location.
- Login using SQL Management Tools to verify that authentication is working.

20.3 SQL-04- Setup SQL Backup and Maintenance Plan:

- After installation of the Evidence Library database, we will setup a SQL Maintenance Plan to back up the requisite Databases daily at 1:00am or as agency requests

20.4 SQL-05-Special Considerations:

- If using a pre-existing SQL server, WatchGuard recommends that the WGEvidenceLibrary database be put on a separate SQL instance i.e. WatchGuardDB for us to use

21. EL-01-Installing and Configuring Evidence Library Server components

This section outlines the requirements for installing the Evidence Library core server services and components and the configuration of all tertiary settings needed for effective system reliability and function. Please get up to date instructions to installing the software from the Project Manager.

System Requirements

The following conditions are expected to be in place when considering this stage of the deployment:

- The primary Evidence Library server (either physical or virtual) has been fully provisioned according to the WatchGuard Video system requirements, and all required Server Roles are present.
- If the server is a domain member, the Active Directory account that will run the WatchGuard services already exists, is a member of the local server's Administrators' group, the required additional management Security Groups have already been created in Active Directory, and the user groups have been populated with at least some of the users that will be using the software.
- The SQL server software to host the primary Evidence Library database has been installed and correctly permissioned for the type of Evidence Library installation chosen.
- Any systems designated as Remote Upload Servers are online and meet the minimum requirements for that role.

21.1

21.2 EL-02- Evidence Library Server Installation

Install the services and software to collect, process, view, modify, store, and export video evidence collected from the in-car DVR units.

- The installation software and pre-requisite software is copied to the local drive on the server and shared to Authenticated Users with Full Control, and set Users to have the NTFS Write capability on the shared folder
- Install the WatchGuard Video Database
- Install the WatchGuard Video Security Token Service, creating the Lightweight Directory Service instance that the software uses for authentication
- Install the WatchGuard Video Hosted service
- Install the WatchGuard Web Server
- Install the WatchGuard Video Import service
- Install the WatchGuard Video Wireless Import service
- Install the WatchGuard Video Evidence Administrator Client
- Install the WatchGuard Video Job Queue Worker Service

21.3 EL-03-Add Active Directory Groups

The IT Point of contact shall create new or use existing AD Security Groups for the Evidence Library application to assign application permissions

21.4 EL-04-Configure Evidence Library Settings

- Configure the Evidence Library application for use.
- Add necessary storage locations and shares to system
- Set all automatic retention policies on evidence and cleanup interval.

21.5

21.6 EL-05-Remote Upload Server (if applicable)

Install the services and software necessary to receive video evidence from vehicle DVRs at a remote, well-connected location, and configure the server to send all uploads to the primary WatchGuard Video server.

- Install the WatchGuard Video Wireless Import Service
- Connect the PC to the agency network
- Connect the local AP to the second NIC port on the PC
- Start the service and ensure a test video is pushed to the main server

Remote Evidence Library Server Installation

A WatchGuard technician will connect remotely to a provisioned server to install the Evidence Library Application, relevant software and services.

- Remote connectivity (Teamviewer) must be provided to the server that has been designated as the primary WatchGuard Server.
- The WatchGuard Technician will connect remotely to the server over the Internet prior to the agreed upon time to verify the server is properly configured, and to copy any required files and folders to the server.
- At the agreed upon time, the WatchGuard technician will connect to the server again and perform the software installation.
- The WatchGuard technician will configure all desired settings and assist with configuring the 4RE and VISTA WiFi cameras.
- The agency will need to provide on-site assistance with the VISTA configuration and verify functionality.

21.7 EL-06-Installation of Evidence Library Transfer Agent on Agency Workstations

Party will be responsible for installing the Evidence Library Transfer Agent on specified computers as needed for those that will need local export ability or upload video from either USB or VISTA.

The Transfer Agent can be installed remotely with SCCM or other like software. *Contact Project Manager or WatchGuard Support representative to verify the instructions below are up to date:*

21.8

21.9 EL-07-Minimum Workstation Hardware Requirements

Verify the following minimum hardware requirements

- 1.7 gigahertz (GHz) Dual core comparable or faster processor
- 1 gigabyte (GB) or more of RAM
- 160 megabytes (MB) or more of available hard disk space
- DVD-RW optical drive (if exporting to a DVD disc)
- 1 available USB 2.0 port
- Super VGA video adapter capable of 1024 x 768 resolution or higher
- 100 Mbps Network Card or better

21.10

21.11 EL-08-Domain / Network Connectivity

- Agencies using a Domain Network
 - Log into the workstation using a domain user login and password
- Agencies using a NON-Domain Network
 - Log into the workstation with a valid user login and password
- Verify the Evidence Library server is visible to the workstation using the ping command

User Permissions

Ensure all Evidence Library users have right to access the workstation and Evidence Library server.

21.12

21.13 EL-09- Cloud Storage

The Agency or WatchGuard Video may provide cloud storage. The type of cloud storage supported depends on the Evidence Library software version. Contact WatchGuard Video Project Manager to get up to date supported cloud storage systems.

22. 4RE-01-Configuring 4RE DVR units

Prior to first use, each 4RE DVR must be configured. This process involves adding each vehicle to the Evidence Library configuration, generating a configuration file and deploying this configuration to the DVR via a USB drive. This process is generally shared between the Evidence Library administrator or Fleet Manager Role and the vehicle installer. If On-site services are purchased the technician will assist in creating the Vehicles in Evidence Library from an agency provided list and create the USB Configuration drive for the installer.

22.1

22.2 4RE-02-Create a Configuration USB

- Add Vehicles to Evidence Library
- Create appropriate Configuration group
- Generating a USB configuration drive

22.3 4RE-03-Configure 4RE DVR's

- Test USB configurations, configure DVR's as they are available
- Train alternate personnel on DVR configuration procedures

22.4 4RE-04-Change IP Address on DVR (if applicable)

In some instances the DVR IP address parameters may need to be changed from the default settings. When this is required a detail list of assigned addresses will be created and provided to the Agency along with instructions on how to manually change these parameters.

23.

24. 4RE-05-MDC Application (if applicable)

The MDC Application requires compatible hardware and software as well as several tasks need to be completed for proper operation. These tasks which include installing the application, configuring network rules and firewalls, require the support and assistance of the Agency's IT department to be involved to have a successful implementation.

24.1 4RE-06-MDC Application Requirements

- 2GHz Intel Core processor minimum (2.27 GHz recommended)
- 1GB Memory minimum (2GB recommended)
- 100 MB free hard disk space
- 800x600 screen resolution minimum (1024x768 recommended; up to 1900x1600 supported)
- Touch screen optional
- Available 100 Mb/s Ethernet port
- Comparable notebook PC: Panasonic Toughbook CF-31

Software Requirements:

An account with Administrative level permissions is required to install the MDC application. Additionally the system requires the following software components.

- Operating System
 - Windows 7 Pro recommended
- .NET Framework 4.0

24.2 4RE-07-Install MDC application

WatchGuard Technician will install the application and train relevant personnel if necessary

24.3 4RE-08-Setup MDC Network

There are several potential network components that may need to be configured to allow the MDC application to function correctly in your environment. WatchGuard will assist in determining the required changes but it is the Agencies responsibility to make the changes.

25. 4RE-09-4RE In-Car System Installation

Follow up to date instructions that are provided in the DVR box.

26. 4RE-10-Interview Room setup

If using an interview room for the 4RE system, the agency must provide the following for each 4RE system (future 4RE software versions may support DHCP).

Soft items:

1. Static IP address
2. Subnet mask
3. Gateway

Physical items:

1. Ethernet connection on a 100 Mbps network or better (4RE must be able to connect to the network where the Evidence Library server is on)
2. Physical location to setup 4RE, 4RE display, microphone(s) and camera(s)

WatchGuard Video highly recommends a professional CCTV installer is used to install the equipment. It is recommended that each interview room should have a dedicated 4RE system for improved search ability. If using Watch Commander for live streaming and using more than 1 network card, the interview rooms need to be on the same network where the Watch Commander is bound to.

27. 4RE-11-4REM 4RE Motorcycle System Installation

WatchGuard Technician will train and explain and demonstrate the motorcycle installation and configuration as well as testing.

28. VISTA-01-Configuring VISTA WiFi cameras

Prior to first use, each VISTA WiFi camera must be configured. This process is called “Checkout” and involves connecting each camera to Evidence library to assign a configuration and officer name. This process can be done each time the officer needs to be assigned a camera, or can be done in scenarios where officers are assigned a Body Camera to use on a more permanent basis

28.1 VISTA-02-Create a Configuration

- Create and demonstrate configuration creation, changes, and saving within Evidence Library

28.2 VISTA-03-Configure VISTA Cameras

- Demonstrate VISTA checkout procedures

28.3 VISTA-04-Install/Configure Smart PoE Switch in Vehicle (if applicable)

- Applicable if using the VISTA WiFi in the vehicle with or without 4RE.
 - Demonstrate installation of Smart PoE Switch in the vehicle
 - Install the WiFi Base

28.4 VISTA-05-Install Transfer Station (if applicable)

- Vista Transfer Stations are typically shipped preconfigured by the factory based on information provided by the agency. If not see included instructions to configure each.
- Train and demonstrate Transfer Station configuration

29. TEST-01- Test Function of WatchGuard system

Test functions of the VISTA and Evidence Library system.

29.1 TEST-02-Checklist

| | |
|--|--|
| | Test 4RE USB upload to server via Import Scanner on remote PC client |
| | Test 4RE Wireless upload to server |
| | Test Evidence Library Client Audio (Cabin microphone) |
| | Test Evidence Library Client Audio (Wireless microphone) |
| | Test wireless configuration changes |
| | Create a “Test” Case in Case Management |
| | Test Distributed Multi-Peer recording |
| | Test VISTA Wireless upload to server |
| | Test VISTA video upload to server via USB dock and/or VISTA Transfer Station |
| | Validate VISTA has correct configuration applied |
| | Test Evidence Library WEB Client Login |
| | Test Evidence Library WEB Client Video playback |
| | Test Evidence Library WEB Client Audio |
| | Test Exporting Evidence Library video to USB |
| | Test Exporting Evidence Library video to CD/DVD |

30. TRAIN-01-Training

WatchGuard Video provides training on the Evidence Library and VISTA cameras. Online Training is covered as long as the customer is under any warranty that is related to the Agreement. Contact the WatchGuard Video Project Manager to setup online training for your agency.

30.1 TRAIN-02-4RE and VISTA WiFi End User Training (Officers)

WatchGuard Video will provide training (if needed) to parties who will be using the 4RE and VISTA WiFi cameras. This will cover how to use the system on a daily basis and how to get through a shift using 4RE and VISTA WiFi. Online Training is also available.

This onsite training can be completed in the following scenarios:

- 4RE Basic 30 minutes
- 4RE Full 1 hour
- VISTA/VISTA WiFi Basic 15 minutes
- VISTA/VISTA WiFi Full 45 minutes
- 4RE/VISTA Basic 30 minutes
- 4RE/VISTA Full 1 hour and 30 minutes

30.2 TRAIN-03-Evidence Library User Training (Officers/Supervisors)

WatchGuard Video will provide training (if needed) to parties who will be using the Evidence Library system on a computer. This will cover how to use the system on a daily basis, view video and make copies, make necessary changes in the system. This onsite training is typically 1 hour.

30.3 TRAIN-04- Evidence Library Administrative Training

WatchGuard Video will provide Administrative training to parties who will be using the Evidence Library on a computer. This will cover how to use administrative functions: Setting up permissions, set video retention policies, applying new configurations, and other management

functions of Evidence Library. This onsite training is no longer than 3hours, but typically can be completed in 1 hour.

**Request for Proposals
for
Integrated Body Worn and In-Car Camera System**



RFP # 17-007

ISSUE DATE: February 17th, 2017

DUE DATE: March 16th, 2017

Thursday @ 2:00 P.M. C.S.T.

Purchasing Department

4301 City Point Drive

First Floor

North Richland Hills, TX 76180

purchasing@nrhtx.com

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1.0 INTRODUCTION AND VENDOR INSTRUCTIONS

1.1 Introduction

The City of North Richland Hills, TX invites your company to provide a proposal for the implementation of an integrated Body Worn and In-Car Camera System. The City prefers a comprehensive, turnkey, fully integrated system including hardware, software, configuration, training, and implementation support.

Services associated with the implementation of their system would include: project management, system design, hardware specifications, software customizations to meet specifications, interface development, systems integration, testing, and training.

The City of North Richland Hills is accepting both on-premise and software-as-a-service (SaaS)-based solutions, but is requiring a fixed cost model.

1.2 City of North Richland Hills Background

The City of North Richland Hills, TX is located in Tarrant County with a population of 69,205 as of the 2017 North Central Texas Council of Governments (NCTCOG) Demographic Study. The City operates under a “Council-Manager” form of government. Council is comprised of the mayor and seven council members elected at large, while the City Manager is responsible for day-to-day operations.

The North Richland Hills Police Department achieved “Recognized” status in 2011 and 2016 with the Texas Police Chiefs Association Foundation Accreditation by reaching benchmarks established by the program. This status is awarded on a four-year period, and will be assessed for renewal in 2020.

The new City Hall facility, which unified the formerly dispersed departments (as well as the Police Department, Municipal Court, and Fire Department), was opened on May 13th, 2016.

1.3 Project Intent

The City of North Richland is currently seeking to acquire an integrated Body Worn and In-Car Camera System. The City currently provides VieVu cameras to its motorcycle units and an L3 system for in-car video. Both areas, as well as body cameras for all officers, are in scope for replacement and implementation as part of this project.

Proposals are being sought through this RFP for a project that includes acquisition of:

- A. In-Car Camera System
- B. Body Worn Camera System
- C. Video Management System
- D. Video Redaction Software
- E. Configuration
- F. Interfaces
- G. Training
- H. Maintenance and Warranty Services

City of North Richland Hills

Integrated Body Worn and In-Car Camera System

The City plans to implement an industry standard, commercial-off-the-shelf hardware and software solution. The City is considering on-premise solutions as well as SaaS, but is requiring a fixed cost proposal based on usage estimates provided below.

It is critical to the success of this project that Vendors perform extensive process analysis and provide process improvement recommendations to take full advantage of the proposed solution's potential. Solutions that are inflexible and require complete remodeling of existing processes are unlikely to be selected. A balanced approach that allows for configuration to adjust the software to meet the City's needs is most likely to succeed.

The objectives of this deployment include:

- Provision of an integrated body worn and in-car police camera system
- Minimized interaction with the solution by officers through automation and simplified usage (one-button on/off/recording)
- Automated tagging and organization of videos based on time, location, and incident/case number
- A smooth implementation
- Ability for wireless uploads via the existing in-car CradlePoint solution
- Rugged, reliable, and non-intrusive body-worn camera ergonomics
- Simple, intuitive UI for video review and export including a secure method for logging of individual actions
- Compliance with video retention requirements

The City requires that a single Vendor acts as the primary agent, subcontracting certain aspects as necessary. The City prefers an integrated set of modules over interfaces.

The City of North Richland Hills seeks assurance of:

- Effective Project Management by the Vendor and the Vendor's Project Manager
- Extensive user training during and beyond implementation
- Long-term useful life of the system including hardware
- Vendor's commitment to keeping the system state-of-the-art
- Competitive prices

The City of North Richland Hills desires to procure the most appropriate system within its financial means from a qualified Vendor at a firm, fixed price. The City of North Richland Hills prefers to purchase an existing system that is in use by other similar agencies and is proven effective. Contracts shall be made only with a responsible Vendor who possesses the ability to perform successfully under the terms and conditions of this proposed procurement. Consideration shall be given to such matters as software, hardware, Vendor integrity, record of past performance including prior successful implementation of proposed products, and financial and technical resources.

Each firm submitting a proposal must have established a state and/or national reputation for the planning, supplying, installing and maintaining of their systems.

Although the City of North Richland Hills is requesting proposals for complete systems, including software and services that include any and all third-party components, the City of North Richland

Hills may choose not to acquire all optional system components. The City of North Richland Hills may procure third-party components directly using Vendor-provided specifications.

It is important for the proposers to understand that the City has invested in its infrastructure and expects to leverage that infrastructure when possible unless a superior, non-intrusive option is provided by the Vendor. The Vendor is expected to (a) specify hardware and network requirements as part of its proposal, and (b) propose services that enable it to certify that the hardware and network utilized by the City meets its minimum standards so that the Vendor can comply with performance requirements specified in this RFP.

1.4 Preferred Functions

Certain system functions are of particular interest to the City. These will be given a higher weight during the evaluation process and may be shown during the Demonstration phase of the evaluation process.

- Overall System
 - Seamless integration of body and in-car cameras. Systems work together if officer has both (e.g. body camera functions as microphone for car camera, videos are tied together) and independently if separate
 - Minimize officer interaction for on/off, record, mute, categorization and tagging
 - Videos are stored with comprehensive metadata including, but not limited to: Officer Name, Unit Number, Incident Number, Date, Time, GPS Coordinates, and Recording Trigger
 - Unified login with the in-car Mobile Data Computer (MDC)
 - Automatic activation of recording based on triggers such as: emergency lights, siren, wireless microphones, impact, speed threshold. Configurable to active body, car, or both cameras
 - Pre-event recording
 - Livestreaming functionality
- Body Cameras
 - Secure, flexible mounting options
 - Battery life meets officers' schedules OR quick, tool-free battery swapping capabilities
 - Ruggedized with water-resistance
 - Ability to discretely record
 - Ergonomics and designed to minimize interference with officers
- In-Car Cameras
 - Multiple cameras (minimum of front view and rear view)
 - Devices must be heat tolerant
 - Simple, easily-seen indicator for recording
 - License plate recognition
 - In-car playback and video management, preferably through a dedicated device and not the in-car MDC
 - Automatic activation based on triggers such as: activating emergency lights, activating siren, activating wireless microphones, impact, or speed threshold
- Video Management

- Smartphone/tablet app for playback, sorting, or tagging of videos
- Audit log of access, playback, editing, or deletion of data
- Audio transcription
- Audio and video redaction toolset
- Robust, intuitive query options
- Automated compliance with retention requirements
- Export in secure video format zipped with a compatible video player
- Ability to export video \in alternate formats

1.5 Vendor Future Vision

The City of North Richland is interested in partnering with a Vendor with a dedication to their product and a vision for the future role their products. The City would like to receive material discussing potential areas the vendor is exploring (e.g. algorithmic, AI-based recognition; deep learning; automated tagging and organization), concerns and issues regarding those areas, and a roadmap for how and when those features may be implemented.

1.6 RFP Outline

The following table provides an outline of the RFP.

| # | Section | Purpose |
|-----|--|---|
| 1.0 | Introduction and Instructions | This section contains background information, instructions on how to submit a proposal and a guideline for the proposal contents and format. |
| 2.0 | Background and Functional Requirements | This section provides an operational background of the City and a description of the current systems, as well the requirements for new ones. |
| 3.0 | Infrastructure and Hardware Requirements | This section provides the requirements for the hardware and infrastructure supporting the system. |
| 4.0 | Service and Maintenance Requirements | This section contains requirements for ongoing system maintenance and other services over the life of the contract. |
| 5.0 | Acceptance Testing Requirements | This section contains requirements for the initial acceptance of the system. |
| 6.0 | Implementation Requirements | This section contains requirements for the conduct and completion of the implementation period. |
| 7.0 | Contract Requirements | This section defines the general business relationship to be established with the Vendor. |
| 8.0 | Price Requirements | This section describes the pricing details required and the payment and other related terms. |
| | Attachments | Attached files: <ul style="list-style-type: none">■ Proposal Response Form■ Functional Requirement Response (FRR) Form■ City's Terms and Conditions |

1.7 Proposal Process Instructions

1.7.1 Significant Dates

It is intended that the following dates will govern this procurement. They are subject to change at the discretion of the City of North Richland Hills.

| Activity | Date/Time |
|------------------------------|---|
| RFP Issue Date | February 17 th , 2017 |
| Pre-Bid Conference Call | February 23 rd , 2017 – 2:00 PM CST |
| Final Written Questions Due | March 2 nd , 2017 – 12:00 PM CST |
| Final Addenda Posted | March 10 th , 2017 – 5:00 PM CST |
| Proposal Submission Deadline | March 16 th , 2017 – 2:00 PM CST |
| Shortlist Notification | April 7 th , 2017 |
| Onsite Demonstrations | April 17 th through May 5 th , 2017 |
| Best and Final Offer | May 8 th – May 12 th , 2017 |
| Proof of Concept | May 22 nd – June 16 th , 2017 |
| Contract Negotiations | May 22 nd – June 16 th , 2017 |
| Anticipated Award | June 26 th , 2017 |

1.7.2 Communication with the City of North Richland Hills

All communications regarding this RFP from Vendors and other sources must be directed to the Purchasing Manager through PublicPurchase.com as follows:

| | |
|----------------|--|
| Title | Purchasing Manager |
| Name | Scott Kendall |
| Address | Purchasing 4301 City Point Drive First Floor North Richland Hills, TX 76180 |
| Website | www.publicpurchase.com |

Contact with the City of North Richland Hills or any of their employees regarding this procurement is expressly prohibited without prior consent of the Purchasing Manager.

1.7.3 Pre-Proposal Conference Call & Questions

The purpose of the Pre-Proposal Conference Call is to provide interested Vendors with an opportunity to obtain clarification, from subject matter experts, regarding the specifications and requirements outlined in this RFP.

The Pre-Proposal Conference Call date is listed in Section 1.7.1; this meeting is NOT mandatory. The meeting will be held via conference call. The conference call number is **(817) 427-6278**, followed by entering the call ID **992586640**.

City of North Richland Hills
Integrated Body Worn and In-Car Camera System

It is preferred that all questions, comments and requests be received via e-mail no later than one (1) business day prior to the conference call. This will allow the Purchasing Manager time to review the questions and prepare responsive information prior to the pre-proposal conference call. Vendors may also ask questions, make comments, or request information during the pre-proposal conference. Verbal questions may be discussed at this conference call. However, all answers provided verbally will not be considered binding. The only official answers will be posted in writing in the form of an RFP Addendum on or before the date listed in Section 1.7.1.

Vendors are encouraged to submit questions or comments, or make requests for information or clarifications until the Final Written Questions Due date identified in Section 1.7.1. All questions must be submitted via email to the address in Section 1.7.2. No additional questions will be responded to after the Written Questions Due date listed in Section 1.7.1.

1.7.4 Proposal Submittal

Vendors must deliver one (1) electronic copy on a CD-ROM disk or Flash Drive of the Proposal Response Forms and the Functional Requirements Response Form (spreadsheet) on or before the Proposal Submission Deadline identified in Section 1.7.1. In addition, Vendors must deliver a hard copy of one (1) original signed copy and current insurance certificate to the address shown below. Submissions must be signed by the person authorized by your company to commit your company to all instructions, conditions and pricing as defined, or entered in or on, the documents. The authorized signature indicates that your company has read, understands and agrees to all instructions and conditions included in this request.

Proposals submitted via email or facsimile will not be accepted. Proposals returned in a non-compliant format may be considered "non-responsive" and can be rejected. For supplemental information, place that information at the end of the section marked: "Vendor Supplemental Information".

All hard copy proposals must be delivered to the address shown below on or before the Proposal Submission Deadline identified in Section 1.7.1. Packages must be marked as follows:

| | |
|----------------|--|
| Address | City of North Richland Hills Purchasing, Attn: 17-007 Integrated Body Worn and In-Car Camera System 4301 City Point Drive North Richland Hills, TX 76180 |
| Date: | March 16 th , 2017 |
| RFP #: | 17-007 |

In addition, Vendors must conform to the following:

- Vendors must follow the format outlined in Section 1.5 and fill out completely the form(s) furnished in:
 - Proposal Response Form
 - Functional Requirements Response (FRR) Form
- Any costs associated with preparing proposals in response to this RFP are the sole responsibility of the Vendor.
- All proposals and supporting materials as well as correspondence relating to the RFP become the property of the City of North Richland Hills when received.
 - Any proprietary information contained in the proposal should be so indicated.
- The Vendor is responsible for assuring proposal delivery on or before the stated date and local time as well as for any associated delivery costs. The City of North Richland Hills is not responsible for lateness for any reason (e.g., mail, carrier). Proposals submitted after that date will not be considered.
- The City of North Richland Hills reserves the right to refuse all proposals in their entirety, or select certain components and/or services from various proposals.
- Any exceptions to the specifications must be stated on the Proposal Response Forms.
- Additional instructions, general terms and conditions are provided in an attached **“City’s Standard Terms & Conditions”** document. In the event of conflicting requirements, Vendor shall give the City Terms & Conditions priority.
- The City of North Richland Hills reserves its right to reject any or all proposals at any time, with or without cause.

1.8 Definitive List of Proposal Contents

The City of North Richland Hills requires a uniform proposal format so that all proposals can be fairly evaluated.

1.8.1 Response Format

Vendors are advised that the City of North Richland Hills' ability to evaluate proposals is dependent on the Vendor's ability and willingness to submit proposals which are well-ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

Vendors must follow the response format outlined in the table below. In addition, response forms have been provided and must be used to allow each Vendor to provide a uniform response. The forms include:

- **Proposal Response Forms.** The Vendor is required to use the Proposal Response Forms contained in this volume for their proposal response. This volume contains response information from the Vendor related to qualifications and references, functional requirements, hardware and network requirements, contractual requirements and price proposal. All proposal responses must be entered into the electronic form (MS Word) provided as part of the Vendors proposal response. Electronic images or .pdf versions of these files will not be accepted as compliant.
- **Functional Requirements Response (FRR) Form.** The Vendor is required to use the Functional Requirements Response Form contained in this volume for their proposal response. This volume contains detailed descriptions of all technical and functional specifications and requirements for the proposed system. All Technical proposal responses must be entered into the electronic form (MS Excel) provided as part of the Vendors proposal response. Electronic images or .pdf versions of these files will not be accepted as compliant.

City of North Richland Hills
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| Item | Instructions |
|---|---|
| Cover Letter | Submit a copy of the cover letter on your letterhead signed by the responsible official in your organization, certifying the accuracy of all information in your proposal, and certifying that your proposal will remain valid for specified number of days from the date you submit it as required. It should also include the names of individuals within the company to contact for technical, pricing, and contractual questions. |
| Use the Proposal Response Forms to respond to the following sections: | |
| Section 1.0: Qualifications and References Response | Use the attached MS Word file titled, “Proposal Response Forms,” to respond to this section. |
| Section 2.0: Functional Requirements Response | The requirements for all of the software systems covered by this procurement are described in the attached MS Excel spreadsheet titled “FRR – Police Camera System” . Submit any additional information in the attached “Proposal Response Forms.” At the end of the section, in the Vendor Supplemental Information, provide an introductory overview describing the proposed systems. |
| Section 3.0: Infrastructure and Hardware Requirements | Respond to RFP Section 3. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section. |
| Section 4.0: Service and Maintenance Requirements Response | Respond to RFP Section 4. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section. |
| Section 5.0: Acceptance Testing Requirements | Respond to RFP Section 5. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Where the RFP asks for lists or detailed supplemental information, place that information in the Vendor Supplemental Information at the end of the section. |
| Section 6.0: Implementation Requirements Response | Respond to RFP Section 6. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. Place the following information in the Vendor Supplemental Information: <ul style="list-style-type: none"> Detailed, preliminary Statement of Work, Implementation Plan, and Project Manager resume. |
| Section 7.0: Contractual Requirements | Review the contract terms in this section. Note any exceptions to the terms in the “Proposal Response Forms,” Section 7. |
| Section 8: Price Proposal | Follow the instructions in RFP Section 8 for preparing cost summary, explanatory notes, and back-up details. Use the attached MS Word file titled “Proposal Response Forms” to respond to this section. |
| Attachments: | Include brochures/specification/contracts for proposed products as necessary. |

1.9 Evaluation & Award Process

The City of North Richland Hills will conform to the evaluation and award process below, subject to change at the City's discretion.

- Proposals will be objectively evaluated by a committee based on conformity to the specifications as determined by the evaluation criteria in RFP Section 1.8, and a short list will be developed.
- Short-listed Vendors may then be evaluated based on references (may not be limited to references provided in the RFP), oral presentations, demonstrations, field demonstrations, and/or site visits to similar installations. Written responses to queries for further clarification may also be required.
- The City reserves the right to perform a field-test in the City's environment of one or all short-listed Vendors' systems.
- Final scoring will be based on the criteria given in Section 1.9.
- Best and Final offers may be requested from the Short-listed Vendors.
- Contract negotiations will begin immediately with the selected Vendor.
- As part of contract negotiation, the final vendor may be scheduled for a proof of concept in the City's environment if this was not completed as part of the demonstration phase.

1.10 Initial Evaluation Criteria

The City will evaluate Vendors' proposals based on the completeness and quality of their responses to all sections.

| Section | Description | Value |
|----------------|---|--------------|
| 1.0 | Qualifications, Experiences, and References | 10 |
| 2.0 | Functional Requirements | 15 |
| 3.0 | Infrastructure and Hardware Proposal | 5 |
| 4.0 | Service and Maintenance Proposal | 5 |
| 5.0 | Acceptance Testing Proposal | 5 |
| 6.0 | Implementation Proposal | 5 |
| 7.0 | Contractual Proposal | 5 |
| 8.0 | Price Proposal | 15 |

1.11 Final Evaluation

Once a short list of Vendors has been invited to continue with the process, other Vendors will be notified. The short list of Vendors will be engaged to demonstrate their products; based on their performance in the demonstration, references and, if the City desires, site evaluations, up to two Vendors will be asked to participate in a best and final process.

| Element | Value |
|---|--------------|
| Initial Evaluation Criteria (Table Above) | 70 |
| Demonstration | 30 |
| Best and final offers, if considered | N/A |

2.0 BACKGROUND AND FUNCTIONAL REQUIREMENTS

2.1 Introduction

This section provides agency operational background and detailed description of the systems being replaced by those systems outlined in Section 1.1 above.

2.2 Agency Background and Sizing

The City is looking to procure 120 body cameras for its Police Officers and 40 in-car camera systems for its fleet of vehicles. The City will procure a minimum of 74 body cameras and up to 40 cameras for each vehicle.

2.3 Data Migration

The City is not requiring data conversion or migration as part of this project. However, vendors may include an option pricing formula for conversion for consideration.

2.4 Systems Background

2.4.1 Systems Overview

The following systems are currently in place in the City.

| Area | System |
|------------------------------|---------------|
| CAD/RMS | Spillman |
| In-Car Camera System | L3 |
| Motorcycle Unit Body Cameras | VieVu |
| Private Wireless Environment | Cisco |

2.5 Future Direction

2.5.1 Camera System

The City of North Richland has chosen to invest in procuring a fully-integrated in-car and body worn camera system. The City aims to acquire a system which provides comprehensive recording and video management functionality.

The system should require minimal interaction from officers and maximize automation of tasks through internal technology (e.g. recordings with similar times and GPS coordinates should be grouped and categorized, recording begins on activation triggers) and external linkages (e.g. pulling incident codes from CAD, attaching videos to related RMS records).

The City of North Richland Hills believes that planned, prudent investment in technology that enables increased protection of officers, organization and expansion of information, and a simplified experience for all involved.

2.5.2 Infrastructure and Network

If not a Vendor-hosted SaaS solution, the new systems will be installed at the City Hall data center.

Primary users of the system will have vehicles equipped with Cradlepoint systems providing network connectivity. The City desires the ability to use this system to upload videos as they are recorded. Users without cars are expected to utilize vendor-provided docks to be housed in the Police Department (in the same building as City Hall).

The City requires a local network solution to leverage existing infrastructure, providing point-to-point video transmission from the vehicle to the network via existing external wireless AP arrays to upload directly into the City network.

The City of North Richland Hills' mission critical applications are vital to the ongoing operation of the City. The City is requesting that the Vendor provide information on disaster recovery options.

2.6 Functional Requirements

The requirements for the software systems covered by this procurement are described in the attached MS Excel spreadsheet:

- **FRR – Police Camera System**

For each specification, Vendors will be required to provide one of four standard responses. Respond directly into each spreadsheet; failure to do so may cause your response to be considered non-compliant.

Explanations of responses should be entered into the "Comments" field if you can reasonably do so; if not, include the explanation in the "**Proposal Response Forms,**" Section 2. Submit any additional information in the attached "**Proposal Response Forms.**" Include all these documents as part of your proposal submission. For the purposes of response, use the following definitions of your four standard response options:

- **Compliant** - Proposed system meets or exceeds the requirement. This is the only response category that will result in full credit for complying with this requirement.
- **Alternative Method** – The requirement is met by the proposed system but uses a method (e.g., entry screen, workflow, form[s]) that differs from that specified in the requirement. Detail the method to be used to meet the requirement.
- **Modification Required** – A modification must be provided to comply with this requirement. The requirement will be provided with the initial install of the software. Specify the modification to be made and include cost, if any, in the pricing proposal.
- **Non-Compliant** - The proposed system does not meet the requirements and will not do so within twelve months of the RFP release date.

3.0 INFRASTRUCTURE AND HARDWARE REQUIREMENTS

3.1 Introduction

This section describes the servers, peripherals, data communications equipment, hosting environments, performance and reliability requirements, and end user devices required for operation of the proposed system(s) to support the application software requirements, volumes, and processing characteristics defined previously.

For each of the sections and subsections state in the **Proposal Response Forms** whether you meet the requirements with explanation of your compliance or non-compliance.

3.2 Infrastructure and Storage Requirements

- 3.2.1** Vendor must describe requirements for rack space, servers, switching, and power as well as proposed hardware.
- 3.2.2** All hardware proposed must be new, high-quality, and rigorously tested. End of life, refurbished, or repaired equipment will not be accepted.
- 3.2.3** For on-premise installation, provide details on the storage server as well as disaster recovery/backup solutions available for the parameters described below.

The City is procuring cameras for up to 120 officers/citizens and up to 40 vehicles. The typical day results in 3 hours of video recorded per camera. Of these videos, a majority are retained for a period of 90 days. 20% are retained for a period of 2 years, and 10% are to be retained forever.

For SaaS-based hosted solutions, proposed storage must satisfy the same parameters. Provide the City with a data ownership policy, as well as a data extraction plan in the event of service termination.

- 3.2.4** Describe how the proposed storage environment accommodates the following City requirements:
 - **Predictable, Reliable Performance** – Ability to provide sufficient, consistent bandwidth without compromising video quality or framerate.
 - **Capacity and Scalability** – Ability of the system to store all videos generated based on parameters described above. As retention requirements, officer activity, or demand for high definition videos rise, the system must be easily increased without disrupting daily activities.
 - **Continuity of Operations** – Ability to backup/recover data in the event of catastrophe.
 - **Integration with Enterprise Environment** – System must comply with security and CJIS requirements, integrate with the existing environment, be cost-effective, and be simple to deploy and maintain.

4.0 SERVICE AND MAINTENANCE REQUIREMENTS

4.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the provision of system and device maintenance, hosting (if applicable), and repair and other services throughout the life of the contract between the City and the Vendor.

4.2 General Maintenance Provisions

The City is requiring a five (5) year agreement which covers repair and (if required) replacement of all equipment. as well as technical support for all aspects of the proposed solution. The maintenance agreement must cover all items provided and guarantee the system be fully functional as described in this document for a five-year period. The maintenance agreement must cover the system end-to-end, including cameras, storage hardware, and software related to the proposed solution. Replacement units must be sent immediately if a unit has to be shipped back to Vendor for repair.

The agreement must also include a guaranteed response time for issues. Include a required onsite response time if a problem cannot be resolved remotely.

The maintenance agreement must be organized on a yearly basis for the entire five-year period. All resolutions made under maintenance agreement will be at the sole expense of the Vendor including labor, travel expenses, meals, lodging and any other costs associated with resolution.

If the Vendor is proposing a SaaS-hosted environment, provide a sample Service Level Agreement for hosting services.

4.3 Updates & Enhancements

The following requirements are applicable to all maintenance and repair services supplied by the Vendor.

4.3.1 The vendor is to provide the City with their stated update strategy, timeline (e.g. updates annually, bi-annually, etc.), and their requirements for the City to accept such updates.

4.3.2 City will be allowed to not have to incorporate an upgrade to the overall system more than twice per year.

Vendor will provide software and other materials and expenses necessary to maintain the application software system in good operating condition as part of the price for maintenance, for those years in which the City has purchased maintenance from the Vendor, in conformance with the requirements stated in this RFP. Vendor will be held responsible for and shall make good on, without expense to the City, any and all damage, injury or loss caused by abuse, negligence or theft by Vendor's employees.

4.4 Support Requirements

Vendor must provide details on their support capabilities. Include regular hours, extended hours, location of primary support center, problem resolution prioritization, guaranteed response times, and methods for assurance of problem resolution.

5.0 ACCEPTANCE TESTING REQUIREMENTS

5.1 Vendor Instructions

This RFP Section contains general and specific requirements related to the performance of the proposed system prior to acceptance.

System Acceptance will occur in phases as various milestones identified in the implementation plan and agreed to by the City are reached. The Vendors implementation plan must clearly define the hardware and software deliverables, tasks or other criteria associated with each milestone.

5.2 Testing

- 5.2.1** A sample test plan will be provided with each proposal. The successful Vendor must, as one of the early milestones, submit an acceptance test plan for the City's approval. The test plan must document how functional specifications are to be tested, the method of verifying the results, and the expected results. The test plan must also include a scenario test that allows for the System (integrated hardware/software) to operate under a simulated test situation.
- 5.2.2** Vendor is to specify any requirements it has for testing.
- 5.2.3** The Vendor must prepare a plan for correcting failures in any part of the system. Said plan must include remedies for the City to exercise if failures are not corrected in a timely manner.
- 5.2.4** During the Testing Period, the proposed system will undergo an extended live test using the mix of users, hardware, and applications.

6.0 IMPLEMENTATION REQUIREMENTS

6.1 Vendor Instructions

RFP Sections 6 contains all general and specific requirements related to the period between site planning and our final acceptance of the system. RFP Section 6.7 contains a list of required contents for your implementation plan.

6.2 General Implementation Requirements

6.2.1 Conduct of Work

All work will be conducted in a professional and orderly manner. Installation must be completed in a professional manner.

6.2.2 Use of Facilities

Reasonable office facilities will be provided based upon stated requirements of the Vendor. Access to any area outside of normal business hours is restricted; necessary access must be arranged each day as needed with the City's Project Manager.

6.2.3 Qualifications of Implementation Staff

Vendor implementation staff must be fully trained and certified by the manufacturer(s) of the system(s) you propose. Their training must be up-to-date for the specific systems being installed. In addition, all key implementation staff must be experienced in similar prior installations of the system(s).

Additional requirements include:

- Submission of qualifications by Vendor and approval of all key staff members by City prior to project start
- Maintaining the involvement of Vendor's personnel essential to the project throughout the life of the project, up to and including training, implementation and acceptance
- Timely replacing any staff deemed unqualified by the City.
- Directing staff to comply with City's rules and regulations.

Staff may be subject to a security check.

6.2.4 Documentation

If selected, the Vendor must be able to supply comprehensive hard and soft copy documentation for the system covering administration, usage, and support.

Several documents will be prepared that will be used in training personnel and/or in operating the system. The Vendor must describe these documents in its proposal and specify the number of each that will be delivered to the City.

6.3 Project Management

The City will have a project manager for this implementation project. The City's Project Manager will be the point of contact with the Vendor's project manager in all areas indicated in this RFP section. He/she will be empowered to resolve disputes and make decisions about any changes to the implementation plan or technical aspects of the system. He/she will also provide liaison with Police Department's heads, and will assist in coordinating work with the Vendor.

Vendor must also name a project manager. Key expectations for this individual include that this person:

- Will be empowered to authorize project changes.
- Will provide periodic written status reports at a mutually agreed upon time frame.
- Will maintain the involvement of the same Project Manager throughout the project and through implementation.

Subsequent to selection, the Vendor will present the project manager to City management for City's approval.

6.3.1 Coordination

Vendors must include a review of the project plan in each weekly teleconference briefing, and monthly on-site meeting, or more often if necessary. This briefing must include a review of the tasks accomplished and items delivered or installed. The Vendors Project Manager must keep the City fully informed of any change in schedule and must provide a modified project plan including Gantt Chart for each schedule change of more than one day.

Vendors must deliver written notice to the City no less than two weeks prior to the completion of each milestone. The purpose of this notice must be to allow the City of North Richland Hills to schedule personnel who may be required to participate in testing or other activities associated with a pending milestone.

6.3.2 Scheduling

- 6.3.2.1 All proposals must include a preliminary schedule for the complete implementation of the proposed system components.
- 6.3.2.2 The preliminary proposal schedules must include clearly identified milestones and tasks for each of the major activities and events that are planned for completion of the System through the complete system acceptance.
- 6.3.2.3 The detailed schedules must be included as part of the Contract, and must be maintained by the Vendor (or Vendors), and must be updated and reviewed with the City at regular intervals as part of normal project management functions by the Vendor.
- 6.3.2.4 All scheduled changes must be subject to the prior approval of the City.

- 6.3.2.5 Coordination with the City's project manager is required. The City will not be responsible for any extra costs in the implementation phase that are caused by failure on the Vendors part to coordinate with the project manager.
- 6.3.2.6 Installation of the main system components must also be coordinated with City's project manager. Specify what specific interactions will be required, and what time will be required to make any required interfaces.
- 6.3.2.7 Installation of user equipment in occupied areas must minimize disruption to normal activities. Specify how this requirement will be met.
- 6.3.2.8 During testing and startup of the new systems, on-site Vendor technical support is required.

6.4 Site Planning

The Vendor, as part of a walkthrough scheduled with the City during contract negotiations or after award, will verify the operating environment (including compatibility with the in-car CradlePoint system) and recommend the appropriate action for optimal implementation and usage of system by City staff.

6.5 Coordination with Spillman

If the Vendor is capable of proposing an interface between the camera system and the City's CAD/RMS solution (intended to provide the camera system with metadata on the CAD incident number, and relaying videos back to the appropriate RMS record), the Vendor must allocate time to collaborate, design, and configure the interface with both the City and Spillman.

6.6 Acceptance Testing

Your phased implementation plan must specify how performance testing for each phase will be done, as well as remediation of issues.

6.7 Training

The general training approach desired will be training for support personnel for general systems administration and operations.

The Vendor must describe the types of training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained. The training plan must provide for rotating shift operations.

All training, insofar as possible, is to be conducted on-site in the City's facilities. A copy of all training materials used by the Vendor is to be delivered to the City.

6.8 Implementation Plan

Your response to these implementation requirements should be included in the implementation plan. This plan can be in your format, but it must show an implementation schedule that has specifically designated milestones.

7.0 CONTRACT REQUIREMENTS

7.1 Instructions

- 7.1.1** The following contractual terms, contained in Section 7, are required. These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted. In the event of any conflicting requirements in this section, the Vendor should prioritize the City Terms & Conditions document attached.

7.2 Definitions

- 7.2.1** "RFP" in this document means and refers to this particular enumerated Request for Proposal.
- 7.2.2** "Selected Proposal" means and refers to the proposal submitted by the selected proposer.
- 7.2.3** "Selected Proposer" means and refers to the proposer whose proposal is selected by the City and upon which the City Council awards a contract for services.
- 7.2.4** "Contract" in this document means the agreement between the City and the Vendor, superseding any other verbal or written agreements, will consist of several documents including this Request for Proposal, and the Vendor's proposal.
- 7.2.5** "City" in this contract means the City of North Richland Hills, Texas.
- 7.2.6** "Calendar Day" shall mean everyday shown on the calendar.
- 7.2.7** "Vendor" in this contract means any individual, partnership, corporation or joint venture submitting a proposal response to the City or engaged by the City to perform the services under this Contract.
- 7.2.8** "Component" shall mean any hardware or software element, including wiring, cameras, workstations, MDC's, software, and any other item save services acquired through this contract.
- 7.2.9** "System" shall mean the totality of the prescribed hardware configuration and software elements, including subsystems, servers, workstations, application and operating software, and any other element save services acquired through this contract.
- 7.2.10** "Services" shall mean the professional and technical work provided by the Vendor to affect the implementation of software, and the provision of training and documentation for those elements.
- 7.2.11** "Integrated" shall mean a system where all recording devices utilize the same system and work together to provide functionality.
- 7.2.12** "Severe Service Interruption" in this contract means an event that inhibits the vendor from providing the service for a period of time greater than 3 days. This could include a data center failure where recovery to backup site is not possible, bankruptcy by the vendor, or the outage of critical module.

7.3 General Submittal Requirements

- 7.3.1** Vendors shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- 7.3.2** Vendors shall make all investigations necessary to thoroughly inform themselves regarding plans and facilities for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the Vendor.
- 7.3.3** Vendors are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes.
- 7.3.4** The City expressly disclaims any responsibility for the accuracy of information in the bid documents.
- 7.3.5** Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust law of the United States, 15 U.S.C.A Sec. 1 et seq.
- 7.3.6** The Vendor is responsible for assuring proposal *delivery* on or before the stated date and local time as well as for any associated delivery costs. The City is not responsible for shipping delays (e.g., lateness of mail, carrier).
- 7.3.7** Proposals *not received* by the stated date and time will not be opened and will be returned to the Vendor, as prescribed by law.
- 7.3.8** City does not accept modified or resubmitted proposals. Proposals may be withdrawn prior to the stated submission date.
- 7.3.9** Prices offered by the Vendor shall be *firm* and not subject to increase during the term of any contractual agreement arising between the City and the successful Vendor as a result of this RFP. Prior to the submittal of proposals, each Vendor shall make and will be deemed to have made a thorough examination of the site of the Work and all conditions existing thereon. Further, they shall carefully examine the complete contract documents including the Drawings and Specifications.
- 7.3.10** Unit prices shall be shown where required and where there is an error in extension of price the unit price shall govern.
- 7.3.11** Vendors shall not include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable on request.
- 7.3.12** *Additional work*, if any, requested by City during the term of the contract will be paid for on a time and material basis utilizing rates quoted in the proposal. Change Orders must be approved in advance by the City, and must be in writing. Changes may involve deletions (credits) as well as additions.

City of North Richland Hills
Integrated Body Worn and In-Car Camera System

- 7.3.13** All competitive proposals shall be prepared and submitted in accordance with the provisions of the RFP. However, the City may *waive any informalities*, irregularities, or variances, whether technical or substantial in nature, or reject any and all competitive proposals at its discretion.
- 7.3.14** Competitive proposals shall clearly indicate the *legal name*, address, and telephone number of the Vendor, and shall indicate whether the Vendor is a corporation, general partnership, limited partnership, individual or other business entity. Competitive proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Vendor to the submitted competitive proposal.
- 7.3.15** The City reserves the *right to refuse* all proposals in their entirety, or select certain components and/or services from various proposals.
- 7.3.16** The City reserves the right to conduct background checks and request fingerprint submissions on individuals providing services to the City.
- 7.3.17** The City reserves the right to *purchase more or less* of each item or service at the unit price offered in the Vendor's response unless they specifically limit their responses; further, the City reserves the right to separately obtain certain components as approved for compatibility by the Vendor.
- 7.3.18** A minimum of a *five-year maintenance* on all systems and components is required (from date of system acceptance).
- 7.3.19** All proposals and supporting materials as well as correspondence relating to the RFP become the *property of the City* when received.
- 7.3.20** Vendors will stipulate the delivery dates, implementation timeline, and an implementation completion date.
- 7.3.21** A complete "TURNKEY" SYSTEM is required, so that nothing remains to be purchased or supplied by the customer other than exceptions as indicated in the Vendor's bid. If any items, accessories, or groups of items required to complete the project are not specifically indicated in the specifications, it shall be the responsibility of the Vendor to indicate the need of these items prior to his/her submitted bid.
- 7.3.22** Where specific equipment or components are requested, *equivalent* items are acceptable.
- 7.3.23** Where deviations from the specifications may result in lower cost and/or improved performance, Vendors are encouraged to describe, in writing, solutions that are in full agreement with the specification as well as a suggested alternate in sufficient detail to permit evaluation. Vendors shall explain why the *alternate proposal* will provide equivalent or improved performance.
- 7.3.24** Any *exceptions* to the specifications must be stated on the Appendix forms.
- 7.3.25** The proposal shall include *firm price bids* for software and all services.

- 7.3.26** It is required that the Request for Proposals and the Vendor Proposal be *attached by reference* to any contract, which may ensue. Any exceptions to the RFP requirements must be noted in the Vendor response.
- 7.3.27** Evidence of *collusion* among Vendors shall result in the disqualification of Vendors, and the rejection of their proposals.
- 7.3.28** Failure to include in the proposal *all of the information* outlined above may be cause for rejection of the proposal.

7.4 Reservation for Rejections and Terms of Award of Contract

- 7.4.1** Right to Accept or Reject. The City reserves the right to accept or reject any or all proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the City. In addition, the City expressly reserves the following:

- Waive any defect, irregularity, or informality in any proposal or proposal procedure;
- Extend the RFP closing time and date;
- Reissue this RFP in a different form or context;
- Procure any item by other allowable means;
- Waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that a waiver of the minor deviations improves or enhances the City's business interests under the RFP; AND/OR
- Extend any contract or agreement when most advantageous to the City, as set forth in this RFP.
- Reject bids based on misstated or concealed material in the bid, or if the bid does not conform strictly to the law or requirements of the bid.

The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a proposal in response to this RFP. Proposals may be held for ninety (90) days after opening without taking action.

- 7.4.2** City Council Approval Required. The Project Review Committee will review the proposals and recommend a proposer to the City Council. Each proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. City staff will recommend the selected proposal to the Council.
- 7.4.3 Proof of Concept.** Proof of concept demonstration of the Vendor's system may be required after the Best and Final Offer.
- 7.4.4** The contract will be awarded to the Vendor who offers the best overall value, conforming to the Specifications and Conditions, is most advantageous to the City, price and other factors considered.
- 7.4.5** The City reserves the right to accept any item or group of items in this bid, unless bid is to be awarded on an All or None basis and is so specified in the Specifications and Conditions.

- 7.4.6** A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action with either party.
- 7.4.7** Prices must be quoted F.O.B Departmental locality specified, North Richland Hills, Texas, with all transportation charges prepaid, unless otherwise specified in the Specifications and Conditions.
- 7.4.8** Delivery time and prompt payment discounts include time allowed for payment will be considered in breaking of tie bids. Identical tie bids received will be awarded on the bases of casting of lots as provided for in current statutes.
- 7.4.9** The City shall have the right to terminate the contract or sue for specific performance or damages as a result of late delivery, delivery of goods or services that do not comply with the specifications, or any other material breach of the contract.

7.5 Contract Period

The signed proposal is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval of the contract by the City. The contract shall become effective immediately upon signing by both Vendor and the City, and shall terminate on the project ending date, except for breach of contract, or as extended by amendment, maintenance contract, or unless terminated earlier as specified in this document.

7.6 Amendments and Change Orders

This contract may be amended at any time by mutual consent of the parties. Any amendment or change order must be in writing and signed by authorized representatives of both Vendor and the City. Amendments may involve a contract extension or an expansion or contraction of scope, resulting in an increase or reduction in contract price. Vendor shall and City shall specify in writing the name(s) of the person(s) authorized to sign contract amendments and change orders. Amendments will require City approval.

7.7 Clarifications or Objection to Bid Specifications

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or any other bid documents or any part thereof, he may submit to the Purchasing Department, City of North Richland Hills, on or before the date stated previously in this document a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to award of the contract.

Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Department on or before the date stated in this document.

7.8 Complete System

Notwithstanding the details presented in the RFP, Proposal, and Contract, it is the responsibility of the Vendor to verify the completeness of the materials lists and suitability of devices to meet the intent of the requirements.

7.9 Continuity of Personnel

Vendor personnel essential to the continuity and successful and timely completion of the project will be available for the duration of the project unless substitutions are approved in writing by the assigned Project Manager of the City of North Richland Hills.

7.10 Patents and Copyrights

The Vendor shall pay all royalties and license fees, and shall agree to defend, protect, and hold harmless the City of North Richland Hills, its officers, agents, and employees against any and all liability and demands for actual or alleged infringements of any patents or copyrights by reason of any use by the City of North Richland Hills of any components or systems furnished by Vendor under this contract agreement.

7.11 Permits

The Vendor shall obtain and pay for all permits, licenses and approvals necessary for the execution of the contract. The firm shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

7.12 Sub-Vendors

Vendor warrants that all sub-Vendors identified in their Proposal will participate in this project as proposed, and that they will conform to the requirements of this Contract. Vendor will be responsible for carrying out its obligation and responsibilities pursuant to this Contract and all related agreements, and ensuring that the obligation and responsibilities of its sub-Vendors are also carried out in accordance with the requirements of this Contract. Vendor will be the only entity to receive payment for same from the City of North Richland Hills.

7.13 Confidential and Proprietary Information

Any confidential or proprietary information contained in the proposal must be submitted in compliance with the Texas Public Information Act, and must be marked as confidential and proprietary.

The selected Vendor, along with the City of North Richland Hills, will use reasonable care to protect the Confidential Information of the other. Reasonable care is defined as each party using the same methods that it uses to protect its own Confidential Information, provided the information is deemed exempt from public disclosure.

7.14 Applicable Regulations

The Vendor and all systems provided by Vendor will comply with all applicable federal, state and local building, fire, safety and electric codes and all relevant industry standards. Vendor and any of its employees, agents, sub-Vendors, laborers, or material men, during its work, construction, and component installation will meet or exceed current standards of the following:

- Federal Communication Commission (FCC)
- Electronic Industries Association (EIA)
- Institute of Electrical and Electronic Engineers, Inc. (IEEE)
- The Environmental Protection Agency (EPA)

- Work Hours and Safety Standards Act
- Equal Opportunity Act
- American National Standards Institute (ANSI)
- Federal Aviation Authority (FAA)
- Occupational Safety and Health Administration (OSHA)
- Building Officials and Code Administrators (BOCA).

The Vendor will not be reimbursed for any additional costs which the Vendor incurs as a result of laws enacted after the effective date of this Contract, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Section. The Vendor will be reimbursed, in addition to the Contract Sum, for additional costs incurred by the Vendor in the performance of the Contract only with prior approval by the City of North Richland Hills Project Manager.

7.15 Payment Terms

7.15A On-Premise Payment Terms

Payment terms for On-Premise solutions will be as follows:

- Payment for professional services incurred in accordance with milestones developed by the City and Vendor in a mutually agreed upon Statement of Work
- Payment for expenses as incurred by the Vendor
- Payment for hardware and software upon installation and acceptance of each component

All invoices are to be mailed to the attention of the City of North Richland Hills Finance Department. The City of North Richland Hills agrees to pay all uncontested amounts due under this Agreement within thirty (30) days after receipt of the invoice.

7.15B Vendor-Hosted SaaS Payment Terms

Payment terms for Vendor-Hosted SaaS solutions will be as follows:

- Payment for professional services incurred in accordance with milestones developed by the City and Vendor in a mutually agreed upon Statement of Work
- Payment for expenses as incurred by the Vendor
- Payment for hardware upon installation and acceptance of each component
- Subscription costs for software begin upon installation and acceptance

Provide % escalation of subscription costs per year. Provide a fixed yearly price for SaaS. No variable transactional costs (e.g. CPU usage, network transmission, storage) will be accepted.

All invoices are to be mailed to the attention of the City of North Richland Hills' Finance Department. The City of North Richland Hills agrees to pay all uncontested amounts due under this Agreement within thirty (30) days after receipt of the invoice.

7.16 Appropriations of Funds

The City of North Richland Hills, as a Government agency, is subject to the appropriation of funds by the City of North Richland Hills in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract will remain in effect.

The City of North Richland Hills is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, a contract for which current revenues are not available.

7.17 Discounts

Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

In connection with any discount offered, time will be computed from the date of receipt of supplies or services or the date a correct invoice is received, which is the later date. Payment is deemed to be made on the date of mailing of the check.

7.18 No Right to Terminate

The Vendor may not terminate the agreement with the City of North Richland Hills for any reason except for lack of timely payment by the City of North Richland Hills of uncontested invoices. Such terminate cannot occur without 30 days' notice, and cannot proceed if such payment omission corrected.

7.19 City Data

7.19.1 OWNERSHIP - City's data ("City Data," which shall also be known and treated by Vendor as Confidential Information) shall include: (a) City's data collected, used, processed, stored, or generated as the result of the use of the Services; (b) recordings of police activity; (c) police records or public safety data; and, (d) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. City Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same is reserved by City. This Section shall survive the termination of this Agreement.

7.19.2 VENDOR USE OF DATA - Vendor is provided a limited license to City Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display City Data only to the extent necessary in the providing of the Services. Vendor shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in

this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable Attachment A, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available City Data for Vendor's own purposes or for the benefit of anyone other than City without City's prior written consent. This Section shall survive the termination of this Agreement.

7.19.3 RETURN OF CITY DATA - Upon the termination of this Agreement, Vendor shall provide City, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), with a final extract of the City Data in the format specified by City. Further, Vendor shall certify to City the destruction of any City Data within the possession or control of Vendor but such destruction shall occur only after the City Data has been returned to City. This Section shall survive the termination of this Agreement.

7.19.4 TRANSITION SERVICES - Provided that this Agreement has not been terminated by Vendor due to City's failure to pay any undisputed amount due Vendor, Vendor will provide to City and / or to the Vendor selected by City (such Vendor shall be known as the "Successor Vendor") assistance reasonably requested by City to effect the orderly transition of the Services, in whole or in part, to City or to Successor Vendor (such assistance shall be known as the "Transition Services") following the termination of this Agreement in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Vendor to City or Successor Vendor; (b) if required, transferring the City Data to Successor Vendor; (c) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Vendor in connection with the Services; (d) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Vendor in connection with the Services; and, (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Vendor's material breach, City may elect to (a) use the hosted services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services (b) Utilize the local server and data for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

7.20 Proposer's Obligation Regarding Evaluation

7.20.1 Submission of Information - Proposers are cautioned that it is each proposer's sole responsibility to submit information related to the evaluation categories, and the City is

under no obligation to solicit such information if it is not included with the proposal. Failure of a proposer to submit such information may cause an adverse impact on the evaluation of the specific proposal.

7.20.2 Proposer Review of RFP - Proposers are responsible for examining and being familiar with all terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the proposer's risk and will not be a determinative factor when selecting a proposal for City Council's approval.

7.20.3 Encouraging Qualified Proposals - The conditions, terms, provisions, and information of this RFP are written to encourage qualified proposals to be submitted. The proposals submitted in response to the conditions, terms, and provisions herein along with any optional oral presentations shall be the basis of comparison between proposers. There is no intent to discriminate against any proposer but rather, to set a definite standard of professional quality and experience desired for this project.

7.21 Special Requirement for Nonresident Bidders

Nonresident bidders, as hereinafter defined, are required to submit their bid documents a copy of their state's current statute which specifies the amount that a Texas resident bidder would be required to under bid a nonresident bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located.

A nonresident bidder means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate or majority owner as its principal place of business in Texas.

7.22 Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person conducting business or wishing to conduct business with a City, complete a "Conflict of Interest Questionnaire". By law, this questionnaire must be filed with the City Secretary of the City of North Richland Hills. A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor.

8.0 PRICE REQUIREMENTS

8.1 General Information

8.1.1 Price Proposal Format

Submit your price proposal exactly as listed below:

- A summary price proposal, for each option being offered, either on the sheet provided or a comparable form. The City desires transparency in pricing and requests that hardware, software, implementation services, training, licensing, hosting, and maintenance are priced separately.
- A set of supporting price details, on the sheets provided or comparable.
- Explanatory notes, further clarifying how you derived the prices in your proposal, listed on or attached to the supporting price detail sheet each note relates to.
- You may also add any further narrative as needed to describe your price proposal.
- Optionally, provide any further narrative as needed to describe your price proposal.
- The City is prioritizing stability and predictability of costs related to current and future needs. Indicate what factors contribute to cost (transactions, storage, auto-tagging features).

8.1.2 Evaluation Period

Our price evaluation will use a uniform method for all proposals. The method will be a 5-year life cycle net present value analysis using uniform assumptions for economic analysis. We will also consider Vendor supporting price details in the context of the related sections of your functional proposal.

Time for Consideration: Vendor warrants by virtue of submitting the proposal that costs as outlined in his proposal will be good for an evaluation period of ninety (90) calendar days from the date of proposal opening. *Vendors will not be allowed to withdraw or modify their proposals after the opening time and date.*

8.2 Summary Price Proposal

- The attached summary price sheet is clearly marked.
- Complete the sheet as instructed. Use duplicate or additional sheets as necessary.
- Add explanatory notes as required for clarity.

8.3 Supporting Price Detail

In addition to the price summary, there are several supporting price detail sheets, in Section Eight, Price Proposal, of the Proposal Response Forms; each supporting price detail sheet corresponds to major lines on the Summary Price Proposal. Use duplicate or additional sheets as necessary. Add explanatory notes as required for clarity.



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

17-007

**INTEGRATED BODY WORN AND
IN-CAR CAMERA SYSTEM**

BIDS DUE THURSDAY, MARCH 16, 2017

BY 2:00 P.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 17-007
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: Integrated Body Worn and In-Car Camera System
- Bid Due Date: Thursday, March 16, 2017
- Bid Due Time: 2:00 P.M. Central Standard Time
- Deadline for questions:
 - Date: Thursday, March 02, 2017
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 17-007 Integrated Body Worn and In-Car Camera System
4301 City Point Drive
North Richland Hills, TX 76180

If delivering a bid packet please include ***One (1) hard copy and One (1) soft copy on Flash drive or CD-ROM.*** Submit documents in a sealed envelope with the following information marked plainly on the front:

**ATTN: PURCHASING DEPARTMENT
17-007 INTEGRATED BODY WORN AND IN-CAR CAMERA SYSTEM**

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

Exhibit "C" - Purchasing Terms and Conditions

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid is turned in to the City of North Richland Hills on or before **2:00 P.M., Thursday, March 16, 2017**. The official time shall be determined by the clock located at the switchboard in the North Richland Hills City Hall lobby. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be *sealed*. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, general conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location.

All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an

acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce

the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work

| Type of Insurance | Amount of Insurance | Provision |
|--|--|---|
| 1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations | \$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits | City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poors |
| 2. Consultants, architects, engineers, Landscape design specialist, other professional services | \$500,000 Professional Liability with proof that aggregate is still available. | |
| 3. Workers' Compensation & Employers' Liability | Statutory Limits \$500,000 each accident | Alternate employer endorsement required |
| 4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles | \$500,000 Combined single limit for bodily injury and property damage | |

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

_____ verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
_____, has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has
in any way colluded, conspired or agreed, directly or indirectly with any other
bidder, firm or person to submit a collusive or sham bid in connection
with attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this

_____ Day of _____ 2017.

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires: _____

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____

FAX _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 4) Have the form notarized,
- 5) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872**

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

**North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>**

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

- _____ **Minority-Owned Business Enterprise**
- _____ **Women-Owned Business Enterprise**
- _____ **Disadvantaged Business Enterprise**

BIDDERS STATEMENT OF QUALIFICATIONS

Firm Name: _____ Date Organized: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

Number of years in business under present name: _____

Former name(s) of organization: _____

Title, Name and complete address of all principals in the firm:

1. _____

2. _____

3. _____

Number of full time employees: _____

IRS Number: _____

Please attach the following to this statement of Qualifications:

1. Summary of the firm's latest financial statement;
2. List of similar contracts currently being performed (include contact name, address, and phone number);
3. List of all equipment required to perform this work and status of ownership (include all equipment, including year, make and model of each; and include a complete list of all equipment to be used during the course of this contract);
4. List of at least four references (include Bank and trade with contact name, address and phone number)

I hereby certify as _____ of _____
(title) (Firm Name)

that all information provided above and attached herewith is true and correct.

Signature: _____

Printed Name: _____ Date: _____

Name of Business: _____

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SPECIFICATIONS

Exhibit "D" - Contractor's Response to the RFP

**Proposal Response Forms
for
Integrated Body Worn and In-Car Camera System**



RFP # 17-007

ISSUE DATE: February 17th, 2017

DUE DATE: March 16th, 2017

Thursday @ 2:00 P.M. C.S.T.

Purchasing Department

4301 City Point Drive

First Floor

North Richland Hills, TX 76180

purchasing@nrhtx.com

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Proposal Response Forms

RESPONSE FORMS INSTRUCTIONS

The Vendor is required to use the response forms contained in this document and the additional MS Excel Spreadsheet (Section 2 – Functional Requirement Response Form).

The forms were created with Microsoft Word and Excel. Table fields have been added for the convenience of the Vendor. In order to navigate the entire document, use the scroll bar. To proceed to the next form field, press the arrow, tab, or page keys. The cursor will advance directly to the next field.

Attach any supplemental information to the end of each section as directed.

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

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Section One - Qualifications and References

Please complete the forms below.

PROJECT ORGANIZATION

NAME OF PRIME VENDOR:

Principal Contact Person:

Address 1:

Address 2:

Address 3:

Phone Number:

E-mail:

Enforcement Video LLC - DBA

WatchGuard Video

Kyrie Endres

415 Century Parkway

Allen, TX 75013-8043

(800) 605-6734

bids@watchguardvideo.com

SYSTEMS EXPERIENCE

Years in Police Camera business:

Total number of Police Body Camera systems installed:

Total number of Police In-Car Camera systems installed:

Total Body Camera Systems installed in Texas
municipalities/counties:

Total In-Car Camera systems installed in Texas
municipalities/counties:

List all Texas agencies which have been clients and what
systems were installed:

15

26,000

77,000

9,700 since 2008

11,000 since 2008

WatchGuard Video currently has more than 1,000 Texas agencies as customers. These have purchased our DV-1 and/or our 4RE in-car video systems, and the VISTA wearable camera.

A full list of all agency names would not be practical for proposal submission, and it is not our practice to share the names of current customers without their express written permission. We would also want to protect this information from public release. Reference information has been included for customers that have given their consent to be used for this purpose.

FIRM EMPLOYEES involved in Police Camera Systems:

National:

Local (within 50 miles of the City):

246

226

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RFP Response Forms**

PROJECT ORGANIZATION

| | |
|---|--|
| Total Full Time Employees: | 246 |
| Total Part Time/Contract Employees: | 1 Part Time / 12 Contractors |
| Percentage of revenue from Police Camera Systems: | 100% |
| Percentage of revenue from other sources: | 0 |
| List principal other sources: | Not Applicable. 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. |
| Proposed Project Manager: | Susanne Varner |
| Project Manager Resume Provided (Mark "X")? Home office of Project Manager: | <input checked="" type="checkbox"/> Allen, Texas |
| Financial Statements Enclosed: (Mark "X")? Number of lawsuits filed against the firm in the past five years: | <input checked="" type="checkbox"/> 3 |
| Description/Status of lawsuits: | The company is currently party to two patent infringement lawsuits and a breach of contract suit with a former company contractor. We believe we have a strong case and will prevail in each instance. |
| Have any of these lawsuits involved a Municipal or County Government? If Yes, Which? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <hr/> |

Section One - Qualifications and References Response Form

PRIME VENDOR REFERENCES *

Please give system client references, preferably Texas municipalities.

| | |
|--------------------------|---|
| 1. CUSTOMER NAME: | RESPONSE |
| CUSTOMER LOCATION: | Southlake Department of Public Safety 600 State Street |

* If different than Systems Integrator.

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section One - Qualifications and References Response Form

PRIME VENDOR REFERENCES *

| | |
|--|---|
| POPULATION: NUMBER OF OFFICERS: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL: PROJECT DESCRIPTION: | Southlake, Texas 28,000 60 Lt. Randy Thomas (817) 748-8207 rthomas@ci.southlake.tx.us 26 4RE in-car video systems and 20 VISTA body worn cameras with Evidence Library software |
|--|---|

2. CUSTOMER NAME:

| | |
|--|--|
| CUSTOMER LOCATION: POPULATION: NUMBER OF OFFICERS: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL: PROJECT DESCRIPTION: | Texas Department of Public Safety Locations throughout the State 27 Million 2,100+ Major Phillip Ayala (512) 424-2119 Phillip.ayala@dps.texas.gov Purchased more than 3,500+ DV-1 and 4RE in-car video systems from 2008 to the present |
|--|--|

3. CUSTOMER NAME:

| | |
|--|--|
| CUSTOMER LOCATION: POPULATION: NUMBER OF OFFICERS: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL: PROJECT DESCRIPTION: | Mesquite Police Department, 777 N. Galloway Avenue Mesquite, Texas 75149 145,000 232 Lt. Brian Parrish (972) 216-6241 bparrish@mesquitelaplice.org 100 4RE in-car video systems and 155 VISTA body worn cameras with Evidence Library software |
|--|--|

4. CUSTOMER NAME:

| | |
|--|---|
| CUSTOMER LOCATION: POPULATION: NUMBER OF OFFICERS: CUSTOMER CONTACT PERSON: CUSTOMER PHONE NUMBER: CUSTOMER CONTACT E-MAIL: PROJECT DESCRIPTION: | Houston Independent School District 3500 Tampa Houston, Texas 77021 6.5 Million in Harris County, Texas Unknown Marcus McCauther, IT/Project Manager (713) 842-3715 mmccauth@houstonisd.org Deployed 235 VISTA Wearable Cameras |
|--|---|

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section One - Qualifications and References Response Form

GENERAL QUESTIONS

| | YES/NO or RESPONSE |
|--|--|
| 1. Have you included all requested products, services and training in your Response? 1a. If no, explain: | <input checked="" type="checkbox"/> / <input type="checkbox"/> _____ |
| 2. Will prices be firm for 90 days from date of submission? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| 3. When does the City begin incurring maintenance expenses? | The first year of maintenance is included at no additional charge. The City has the option to extend Software Maintenance coverage past the first year, if desired. That can be paid up-front, or at the expiration of the first year of coverage. |
| 4. What is the date the original hardware/software system was released? | 08 / 15 / 2010 (4RE and Evidence Library. VISTA was released in March 2015 |
| 5. How long have the present hardware/software version been on the market? | 4RE was originally released Fall 2010. VISTA was released March 2015. VISTA WiFi, the model being proposed here began shipping in August 2016. Evidence Library 4 Web was released November 2015. |
| 6. What IT staffing do you recommend for ongoing support of your system? Please provide in full time equivalents (FTEs)? [Note this refers to the City's ongoing maintenance and support requirements, not implementation] | After installation the IT staff requirement is typically less than one FTE. Server backups and OS updates are all that is required for maintenance. FTEs |
| 7. How many customers are using the most current/proposed version, and for how long | 460+ |

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section One - Qualifications and References Response Form

GENERAL QUESTIONS

| | YES/NO or RESPONSE |
|---|--|
| have they been users? | |
| 8. Are maintenance prices stated to mean that all State and Federal mandated changes are included and maintained for the duration of proposed maintenance contract? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| 9. Will you provide, at no additional charge, new products, if they are replaced while under maintenance contract? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| 10. What is your charge (during the contract period) for additional systems work? | |
| Programming | \$150.00 per hour |
| Training | \$Online training is provided at no charge. On-site service may be an additional charge per hour |
| File Conversion | \$150.00 per hour |
| 11. Are all software changes provided to other customers incorporated into the next release of the product to be offered to the agency? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section One - Vendor Supplemental Information

Please add any additional supplemental information in this section.

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section Two - Functional Requirements Response

Please complete the sections below.

Section Two - Functional Response Forms

This section is part of the RFP and contains attachments in the form of a MS Excel spreadsheet (Functional Requirement Response Forms).

Vendor shall prepare as part of their response the following in the Functional Exceptions / Clarifications form below:

- To provide an explanation for any requirement which is marked “EXPLANATION REQUIRED”.
- To provide additional explanation to the answer provided in the response block if the Vendor feels so compelled.
- To provide additional information about a feature which the Vendor believes is unique or a particular capability of the proposed product.

Section Two - Functional Exceptions / Comments / Clarifications

| <i>Section</i> | <i>Spec #</i> | <i>Functional Exceptions / Comments / Clarifications</i> | <i>Cost (\$)</i> |
|----------------|---------------|--|------------------|
| | | All explanations have been included in the Functional Requirements Response Forms. | |
| | | | |
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City of North Richland Hills
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[illegible]

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section Two - Vendor Supplemental Information

Please add any additional supplemental information or explanations in this section.

Since the 4RE HD Digital In-Car Video System was released in 2010, it has continually been improved upon through firmware updates that have added additional features and enhanced the user experience. The latest addition to 4RE is the support for VISTA Wi-Fi, a fully integrated body worn camera.

WatchGuard Video is pleased to present VISTA WiFi/4RE In-Car Camera System. VISTA Wi-Fi is designed to add a new level of integration and functionality to 4RE, the industry's leading in-car video system, by maintaining an intelligent link to 4RE with almost no impact to VISTA's battery life. The integrated GPS receiver ensures perfect time synchronization between 4RE and VISTA. Integrated in-car/body-worn offers in the market today are limited in two respects. First, many are simply one-directional, single-device recording triggers. At the most basic level, either a device outside the car (i.e. external microphone) signals the in-car video camera to begin recording, or an event in the car (i.e. light bar activation) signals a body-worn camera to begin recording. This operation is similar to using a remote control to start a recording on the DVR in your home entertainment system. It's a one-directional triggered event of a single recording device.

Secondly, even the more advanced offerings that allow connection to multiple devices (cameras) rely on a central controller to provide instruction. This would be equivalent to using a master DVR in your home entertainment system to tell other DVRs throughout your house to begin recording. It's a one-directional, one-to-many recording trigger. Building the architecture around a central controller introduces a single point of failure, should the controller lose connectivity

WatchGuard's Distributed Multi-Peer Recording technology distributes decision-making to each camera in a multi-peer relationship. Imagine a network of cameras continually sensing the recording status of each other, acting in a peer-to-peer relationship.

- Any camera (4RE or VISTA WiFi) can initiate a recording, and the other cameras, sensing a change in recording status, will begin recording

- No one camera acts as a single, central controller, thus removing the single point of failure

- A camera that initiated the group recording can move out of connectivity range without stopping the group recording in progress

City of North Richland Hills
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RFP Response Forms

- A VISTA WiFi that's currently recording can "walk into" a group network on which it was previously associated, and the other cameras, sensing the recording status of that VISTA WiFi, will begin recording.

VISTA Wi-Fi removes the need for the 4RE Wireless Microphone by providing the audio for 4RE and it is automatically activated by 4RE and can remotely activate 4RE to record. VISTA Wi-Fi also becomes an additional camera view for 4RE and inherits the event properties of the 4RE recording such as officer name, event category, case number and more. VISTA WiFi's The integrated GPS receiver ensures perfect time synchronization between 4RE and VISTA.

4RE and VISTA are the components 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.

VISTA is designed with industrial grade components, and constructed of cast magnesium, an ultra-hard military-grade resin and polyurethane rubber. Together the components and construction provide an extremely wide operating range of -40°F - +185°F in an ultra-rugged design to meet the demands of law enforcement.

In addition to working with 4RE, VISTA Wi-Fi will also work with the VISTA Mobile Companion, an optional smart phone application that will provide the officer with immediate in-field access to VISTA.

- Automatically and securely pairs with VISTA
- Categorize recordings
- Enter incident IDs, case number and more
- Play back recordings in HD at full frame rates
- The live viewfinder lets you see what the camera sees
- Control the VISTA camera remotely
- Change officer alert types, volume and brightness
- Toggle VISTA in or out of Covert Mode

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section Three - Infrastructure and Hardware Requirements

Please complete the forms below.

| GENERAL QUESTIONS | YES/NO or RESPONSE |
|--|---|
| 1. If Agency provides hardware according to Vendor specifications, will the Vendor warrant the software? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| On-Premise Questions | |
| 2. Primary servers Make/Model specification | WatchGuard Video has an OEM relationship with Equus. Server specifications have been attached. |
| 3. Do the primary application servers operate on MS Windows? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| a. If yes, what versions? | Windows Server 2008 R2 64-bit, Windows Server 2012 R2 Microsoft SQL Server 2008 R2 Standard, 2012 Standard, 2014 Std. |
| b. If not, what OS? | _____ |
| 4. Do any other application servers operate on MS Windows? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| a. If yes, what versions? | Windows Server 2008 R2 64-bit, Windows Server 2012 R2 Microsoft SQL Server 2008 R2 Standard, 2012 Standard, 2014 Std. |
| b. If not, what OS? | _____ |
| Vendor-Hosted SaaS Questions | |
| 5. Are you self-hosting the City's data? | <input type="checkbox"/> / <input checked="" type="checkbox"/> |
| a. If not, then who is your hosting provider? | Microsoft Azure |
| b. Data Center locations | Iowa and Virginia |
| c. Primary storage location of the City's data | We are proposing a hybrid storage model with a combination of on premise storage located at the City, and cloud storage provided by |

City of North Richland Hills
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RFP Response Forms

| GENERAL QUESTIONS | YES/NO or RESPONSE |
|---|--|
| | Microsoft Azure. |
| d. Describe the method by which the City is provided monitoring and administration capabilities of the hosting environment. | Administration of the storage tiers used for on premise and cloud storage is accessible through the Admin section of Evidence Library. A user with the correct permission may access this area and maintain or adjust storage rules as needed. |
| | |
| 6. Hosting Service Data Security | |
| a. CJIS compliant? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| b. Data ownership policy provided? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| c. Data extraction policy provided? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |

City of North Richland Hills
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| RFP Reference | Description | Conform with Specs Yes/No | Comments |
|----------------------|---|--|---|
| 3.1 | Infrastructure and Storage Requirements | | |
| 3.2.1 | - Data Center Requirements | <input checked="" type="checkbox"/> / <input type="checkbox"/> | The typical server environment is required; a climate controlled room with UPS power available. |
| 3.2.2 | - New Hardware Provided | <input checked="" type="checkbox"/> / <input type="checkbox"/> | The City has the option to purchase server hardware from WatchGuard Video. If desired, new hardware will be provided. |
| 3.2.3 | - Meets Sizing Requirements | <input checked="" type="checkbox"/> / <input type="checkbox"/> | Servers will be sized appropriately for the City's environment per the equipment and personnel numbers specified. |
| 3.2.4 | Storage Environment | | |
| | - Predictable, Reliable Performance | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| | - Capacity and Scalability | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| | - Continuity of Operations | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| | - Integration with Enterprise Environment | <input checked="" type="checkbox"/> / <input type="checkbox"/> | Server will integrate with Microsoft Active Directory and run on Windows Server Operating System. |

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section Three - Vendor Supplemental Information

Please add any additional supplemental information in this section.

On Premise Question 2. Primary server specifications:

3U rack mount, 16 SATA hard drive bays, plus 2 X 128GB SSD 6Gbps drives for the OS Partition, SAS backplane, dual 1200W power supplies, SM X10SRI-F, Intel C612 Chipset, up to 1TB ECC 3DS RAM, PCI-E 3.0, Intel XEON E5-2620 V3 2.4 Ghz 6 Core 12 Thread, 32GB (4x8GB), 1.2 V, DDR4 PC4-1700, LSI 9361-4I 12GB RAID SAS, PCIE 3.0, Microsoft Windows Server 2012 R2 64-Bit, Microsoft SQL Server 2012 Standard (5 CALs), 3 Year full service (on-site or reimbursed) warranty.

6. Hosting Service Data Security

b. Data ownership policy: Cloud storage will be provided by Microsoft Azure. Policy information is provided at <https://azure.microsoft.com/en-us/support/trust-center/>

c. Data extraction policy: Cloud storage will be provided by Microsoft Azure. Policy information is provided at <https://azure.microsoft.com/en-us/support/trust-center/>

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Section Four - Service and Maintenance Requirements Response Form

Please complete the forms below.

| GENERAL QUESTIONS | YES/NO or RESPONSE |
|--|--|
| 1. Will you guarantee to make available 5 years of support for the proposed systems? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| 2. Are annual software upgrades and enhancements included when maintenance is purchased? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| 3. Do you offer a "Help Line" for system problems? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| 4. What is your guaranteed response time for an application "Help Line" Call? | When a problem comes in through the call center during normal business hours (7am-6pm CST), the customer will speak to a Technician within 30 minutes of placing the call. If it is outside of normal business hours, and it is a MEDIUM PRIORITY or HIGH PRIORITY issue, the customer will be connected to a Technician within 1 hour. LOW PRIORITY issues are not addressed after hours and will be addressed the next business day. |
| 5. What is your average response time for a maintenance call? | If not immediately answered, the response during normal business hours will be within 30 minutes. |
| a. What hours of support are you offering? | 24/7 - WatchGuard Video regular phone support hours are 7AM to 6PM M-F CST with emergency phone support outside of those hours. |
| 6. Location of primary support center | Allen, Texas |

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
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| GENERAL QUESTIONS | YES/NO or RESPONSE |
|---|--|
| 7. Do you provide a cost-free maintenance period? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |
| a. If yes, how long, and when does it begin? | One (1) Year from receipt of the system. |
| | |
| Vendor-Hosted SaaS Questions | |
| 8. Sample Service Level Agreement provided? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |

City of North Richland Hills
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| RFP Reference | Description | Conform with Specs Yes/No | Comments |
|----------------------|---------------------------------------|--|-----------------|
| 4.2 | General Maintenance Provisions | | |
| 4.3 | Updates & Enhancements | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 4.4 | Support Requirements | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
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Section Four - Vendor Supplemental Information

Please add any additional supplemental information in this section.

City of North Richland Hills
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RFP Response Forms

Section Five – Acceptance Testing Requirements Response Form

Please complete the form below.

| RFP Reference | Description | Conform with Specs Yes/No | Comments |
|---------------|---|--|--|
| 5.2 | Testing | | |
| 5.2.1 | Sample Test Plan Included | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 5.2.2 | Vendor Testing Requirements (if any) | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 5.2.3 | Testing Failure Remediation Plan | <input checked="" type="checkbox"/> / <input type="checkbox"/> | Testing failure for hardware will be replaced as quickly as possible. Software failures will be assigned to a technician for repair in less than 24 hours. |
| 5.2.4 | Live Testing | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |

**City of North Richland Hills
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Section Five - Vendor Supplemental Information

Please add any additional supplemental information in this section.

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section Six - Implementation Requirements Response Form

Please complete the forms below.

- | | |
|---|--|
| 6.1.1 What IT staffing do you recommend to support implementation of your system? [Note this refers to the implementation processes, not ongoing support] | We recommend one to two days of IT support for setup, issues, and integration changes that need to be performed. Total time is typically less than eight hours of effort from an IT resource. |
| 6.1.2 How many copies will you provide of the following documentation? - Systems Documentation - User Operations Manual | One hard copy and an electronic version. One per hardware device and an electronic version. |
| 6.1.3 How many hours of project management will you provide to Agency? | The average amount of Project Management effort is between 16-24 hours of support for a standard implementation. This includes factory support and on-site Technical Services. These numbers are averages. Project Management time is billed at a flat rate, and the hours provided are based on need and the complexity of the project. |
| 6.1.4 Have you attached your proposed implementation plan and Gantt Chart? | <input checked="" type="checkbox"/> / <input type="checkbox"/> |

**City of North Richland Hills
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City of North Richland Hills
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| RFP Reference | Description | Conform with Specs Yes/No | Comments |
|---------------|--|--|--|
| 6.2 | General Implementation Requirements | | |
| 6.2.1 | Conduct of Work | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.2.2 | Use of Facilities | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.2.3 | Qualifications of Implementation Staff | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.2.4 | Documentation | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.3 | Project Management | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.3.1 | Coordination | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.3.2 | Scheduling | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.4 | Site Planning | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.5 | Coordination with Spillman | <input checked="" type="checkbox"/> / <input type="checkbox"/> | CAD/RMS integration is not a current system capability but will be included with a future release. We are happy to work with Spillman to work toward the desired level of integration. |
| 6.6 | Acceptance Testing | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.7 | Training | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |
| 6.8 | Implementation Plan | <input checked="" type="checkbox"/> / <input type="checkbox"/> | |

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section Six - Vendor Supplemental Information

Please add any additional supplemental information in this section.

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section Seven – Contractual Requirements & Forms

Please complete the form below as necessary.

| Requirement # | Contractual Requirement/Terms and Conditions Exceptions |
|---------------|---|
| | No exceptions taken. |
| | |
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**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section Seven – City Contractual Requirements & Forms

You are required to complete forms, if any, provided in this section. Please submit original signatures on the original proposal submission and a .pdf version electronically.

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section Eight - Price Proposal

Please complete the forms below.

| Summary Sheet: Project Charges | | | |
|--------------------------------|--|------------------|---------------------|
| | Description | | Charges |
| 1. | Hardware | | \$353,635.00 |
| 2. | Software | | \$42,315.00 |
| 3. | Training | | \$Included |
| | | Project Hours | |
| 4. | Services | | |
| | 1. Project Management | N/A | \$2,500.00 |
| | 2. Testing | N/A | \$Included |
| | 3. Travel Expenses | | \$Included |
| | 4. CAD/RMS Integration Planning | _____ | \$_____ |
| | 5. Delivery/Handling | | \$2,200.00 |
| | 6. Other Estimated Cloud Storage Based on Usage - Year 1 | \$0.03/GB | \$2,097.00 |
| | 7. Other Estimated Cloud Storage Based on Usage - Year 2 | \$0.03/GB | \$8,706.00 |
| | 8. Other Estimated Cloud Storage Based on Usage - Year 3 | \$0.03/GB | \$15,458.00 |
| | 9. Other Estimated Cloud Storage Based on Usage - Year 4 | \$0.03/GB | \$22,209.00 |
| | 10. Other Estimated Cloud Storage Based on Usage - Year 5 | \$0.03/GB | \$28,960.00 |
| | 11. Other 4RE In-Car Hardware Installation | \$480.00/unit | \$19,200.00 |
| | 12. Other Video System Removal | \$90.00/unit | \$3,600.00 |
| | 13. Other Performance Bond Fee (2%) (optional) | | \$17,387.70 |
| | 14. Other | _____ | \$_____ |
| | 15. Other _____ | _____ | \$_____ |
| | Total Services: | _____ | \$120,117.70 |
| | Total Project: | | \$516,067.70 |
| | | Discount: | \$_____ |
| | TOTAL PROJECT: | | \$516,067.70 |
| 5. | Maintenance/Subscription – Annual Cost <i>(Detail in Section 8.4A)</i> | | |
| | Hardware | | \$See Attached |
| | Application Software | | \$See Attached |
| | | | |

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section 8.1 Hardware

Please provide detail regarding proposed hardware.

[illegible]

**City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms**

Section 8.2 Software

Please provide detail regarding proposed software.

| Software Description | Unit Cost | Units | Charge \$ |
|---|------------|-------|-------------|
| Evidence Library 4 Web Site License Key | \$1,000.00 | 1 | \$1,000.00 |
| Evidence Library 4 - 4RE Device License | \$150.00 | 40 | \$6,000.00 |
| EL4 VISTA/4RE Combo Discount Device License | \$75.00 | 40 | \$3,000.00 |
| EL4 VISTA Device License | \$150.00 | 80 | \$12,000.00 |
| REDACTIVE Redaction Software, Single Seat License | \$3,995.00 | 1 | \$3,995.00 |
| Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36) | \$2,250.00 | 1 | \$2,250.00 |
| Software Maintenance, REDACTIVE, +1 Extended Additional Year | \$785.00 | 2 | \$1,570.00 |
| Watch Commander Software Installation Disc w/ Case and Document | \$2,500.00 | 1 | \$2,500.00 |
| Watch Commander License Fee | \$250.00 | 40 | \$10,000.00 |
| | \$ _____ | _____ | \$ _____ |
| | \$ _____ | _____ | \$ _____ |
| | \$ _____ | _____ | \$ _____ |
| | \$ _____ | _____ | \$ _____ |
| | \$ _____ | _____ | \$ _____ |
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| | \$ _____ | _____ | \$ _____ |
| | \$ _____ | _____ | \$ _____ |
| | \$ _____ | _____ | \$ _____ |

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section 8.3 Training

Please provide detail regarding proposed training.

[illegible]

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section 8.4 Services

Provide details for Other Services added.

[illegible]

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

| Section 8.4 Services | |
|---|-------|
| Provide details for Other Services added. | |
| _____ | _____ |
| _____ | _____ |

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

Section 8.5 Maintenance – Annual Cost

Provide annual maintenance cost for each component of the system.

[illegible]

City of North Richland Hills
Integrated Body Worn and In-Car Camera System
RFP Response Forms

| Section 8.5 Maintenance – Annual Cost | | | | | |
|---|----------|----------|----------|----------|----------|
| Provide annual maintenance cost for each component of the system. | | | | | |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| *Year 1 includes implementation period. | | | | | |
| Provide the general maintenance program proposed (items covered or excluded, response time, escalation, etc.) First year of hardware warranty and software maintenance is included at no additional charge. Five years of hardware warranty and software maintenance have been quoted as specified. This includes a hardware refresh for wearable cameras at the end of Year 3 of the contract. Extended warranties and maintenance agreements are optional charges that may be removed, if desired. Please see supplemental information for warranty and maintenance documentation. | | | | | |
| If proposing a Vendor-hosted SaaS solution for software and storage, describe any variable costs as well as factors affecting those costs. Cloud storage is available in a usage or unlimited model. Usage is priced at \$0.03 per GB. Unlimited storage is provided at an annual charge of \$300.00 per camera. | | | | | |
| Provide the additional cost per additional body worn and in-car unit. Additional cameras can be purchased at the unit prices quoted above. | | | | | |
| If available, optionally provide per-unit cost for procurement and installation in-car computer system integrated with your camera systems. Not Applicable | | | | | |

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Collin

Chief Mike Burrridge (Ret.) verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of
WatchGuard Video, has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has
in any way colluded, conspired or agreed, directly or indirectly with any other
bidder, firm or person to submit a collusive or sham bid in connection
with attached bid and the price or prices quoted herein are fair and proper.

M. Burr
SIGNATURE
Chief Mike Burrridge (Ret.)
PRINTED NAME

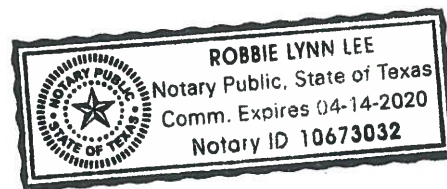
Subscribed and sworn to before me this

15th Day of March 2017.

Robbie L. Lee
NOTARY PUBLIC in and for

Collin County, Texas.

My commission expires: 4/14/2020



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Enforcement Video, LLC d/b/a WatchGuard Video

ADDRESS: 415 Century Parkway

CITY, STATE & ZIP: Allen, TX 75013-8043

TELEPHONE: (800) 605-6734 ext. 2608 or (214) 785-2608

FAX: (972) 423-9778

EMAIL: bids@watchguardvideo.com

SIGNATURE: 

PRINTED NAME: Chief Mike Burridge (Ret.)

DATE: March 15, 2017

NOT APPLICABLE

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872**

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

**North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>**

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

- _____ **Minority-Owned Business Enterprise**
- _____ **Women-Owned Business Enterprise**
- _____ **Disadvantaged Business Enterprise**

BIDDERS STATEMENT OF QUALIFICATIONS

Firm Name: Enforcement Video, LLC dba WatchGuard Video Date Organized: 2002

Address: 415 Century Parkway

City: Allen State: TX Zip: 75013-8043

Telephone Number: (972) 423-9777 Fax Number: (972) 423-9778

E-mail: bids@watchguardvideo.com

Number of years in business under present name: 15

Former name(s) of organization: WatchGuard Video (12/02); Enforcement Video, LP, dba WatchGuard Video
(04/04)

Title, Name and complete address of all principals in the firm:

1. Robert Vanman; 415 Century Parkway, Allen, Texas 75013
2. Stephen Coffman; 415 Century Parkway, Allen, Texas 75013
3. Russell Walker; 415 Century Parkway, Allen, Texas 75013

Number of full time employees: 245

IRS Number: 11-3717781

Please attach the following to this statement of Qualifications:

1. Summary of the firm's latest financial statement;
2. List of similar contracts currently being performed (include contact name, address, and phone number);
3. List of all equipment required to perform this work and status of ownership (include all equipment, including year, make and model of each; and include a complete list of all equipment to be used during the course of this contract);
4. List of at least four references (include Bank and trade with contact name, address and phone number)

I hereby certify as Senior Vice President of Sales of WatchGuard Video
(title) (Firm Name)

that all information provided above and attached herewith is true and correct.

Signature: 

Printed Name: Chief Mike Burrridge (Ret.) Date: 03/16/2017

Name of Business: Enforcement Video, LLC d/b/a WatchGuard Video

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NOT APPLICABLE

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

03/16/2017

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Bell Insurance 16980 Dallas Parkway#210 Dallas TX 75248 | | CONTACT NAME: Tammy Mullins PHONE (A/C No. Ext): (972)581-4800 FAX (A/C No.): (972)581-4850 E-MAIL ADDRESS: | |
| INSURED Enforcement Video, LLC, DBA: WatchGuard Video 415 Century Parkway Allen TX 75013 | | INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Ins. Co. 20303 INSURER B: Federal Ins. Co. 20281 INSURER C: Chubb Indemnity 12777 INSURER D: Westchester Surplus Lines Ins 10172 INSURER E: Torus National Insurance Co 25496 INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** CL1672904383**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------------------|---|--|----------|------------------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | 36033453 | 8/1/2016 | 8/1/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 73589872 | 8/1/2016 | 8/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ |
| | B <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 79895810 | 8/1/2016 | 8/1/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 71754872 | 8/1/2016 | 8/1/2017 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D E | Technology E&O with Cyber Excess Liability (2x2mm) | | | G2798292A001 70970T160ALI | 5/6/2016 8/01/2016 | 5/6/2017 8/01/2017 | Aggregate 1,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jack M. Davis/TAMMYM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-179268

Date Filed:
03/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Enforcement Video, LLC d/b/a WatchGuard Video
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

North Richland Hills Police Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP # 17-007
Integrated Body Worn and In-Car Camera System

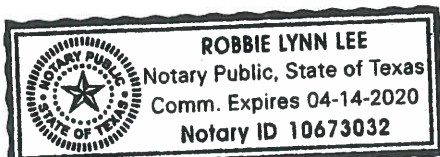
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Kyrie Endres
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Kyrie Endres, this the 16th day of March, 2017, to certify which, witness my hand and seal of office.

Robbie L. Lee
Signature of officer administering oath

Robbie L. Lee
Printed name of officer administering oath

Notary Public
Title of officer administering oath



15th of September, 2017

City of North Richland Hills
Attn: Assistant Chief Mike Young
4301 City Point Drive
North Richland Hills, TX 76180

Reference: Bid No. 17-007 Integrated Body Worn and In-Car Camera System

Please accept this letter and revised quote to represent the following commitments from WatchGuard Video to the City of North Richland Hills.

Warranties and Service

- 5 Year No-Fault hardware warranty coverage on all VISTA body worn cameras. Includes battery replacements, and unit replacement without restrictions. A replacement will be provided within 24 hours of diagnosis
- 6 Year hardware warranty coverage on the 4RE in-car video system, with commitment to provide a replacement within 24 hours of diagnosis
- 5 years of firmware updates on VISTA and 4RE
- 5 years of on-site warranty replacement coverage for the server hardware and related equipment
- 5 Year software maintenance on Evidence Library and REDACTIVE software
- Local factory support – Drive-up service to our factory headquarters included at no additional charge. Appointment recommended.

Training

- All officer training will be provided at no additional cost. This includes a three-day administrator and fleet personnel training to be provided on-site and the Department.
- Ongoing online and monthly factor training will be available to the City

Future Releases

The following items will be provided to North Richland Hills no later than March 31st, 2018.

- CAD integration - CAD system Integration will have the ability to import from Spillman a “case number” into our Evidence Library and the case number is searchable for easy access. This is a custom project requiring co-development work with your CAD



provider, Spillman. Both parties must be willing to provide information that will allow each other access at the data base to provide this integration.

- VISTA Vehicle Trigger Kit – Includes the ability to automatically initiate a recording for VISTA using a 12V input in vehicles, such as motorcycles, that are not equipped with the 4RE in-car video system
- VISTA XLT – North Richland Hills will receive the next generation of VISTA, VISTA XLT, our 2-piece model at the prices quoted when released. VISTA XLT will include the helmet mount.
- VISTA Quick Release Magnetic Car Charger - This includes a small adaptor that can be connected to the bottom of the VISTA camera and a charging cord that is plugged in to the vehicle's auxiliary power outlet. The quick release magnetic charging cord allows the camera to be charging while being worn by the user within the vehicle, and then easily disconnect when the user exits the vehicle. This charger will allow the camera to be continually charged during a patrol shift, eliminating the chance of the battery draining before the end of a shift.
- The following offer will be added during the year of 2018. If the City would like to exchange any of their purchased VISTA body worn cameras for a future design of the VISTA 2-piece we will do this at an even exchange. A one-to-one exchange at no additional cost will be provided.
- Future purchases of the next generation body worn camera products will receive a 50% credit from initial contract purchases of body worn cameras, bases and transfer stations to be applied toward like items. This means half of the price paid for the VISTA body camera, charging base, and transfer stations would be applied to the new body camera, bases, and transfer stations. This offer will be extended to the police department for 42 months following the state date of the contract.

Storage

- Assuming the North Richland Hills keeps evidence retention rules time period per the statement in RFP, WGV committed to ensuring you have enough storage. If you need more storage at any time in the next 5 years, WGV will provide it for you at no additional cost.

Thank you for your consideration to this proposal.

Respectfully Submitted,

Chief Mike Burrridge (Ret.)
Senior Vice President of Sales

Body Camera System: Cameras

| Cameras | | | |
|---------|---|-----------|--|
| # | Requirement | Response | Comments |
| | Whole Camera System | | |
| 1 | System provides a seamless integration of body and in-car cameras. Systems work together if officer has access to both, but also fully functional if independent. | Compliant | 4RE HD In-Car and VISTA WiFi cameras operate together as a single, fully integrated system, intelligently collaborating to automatically capture an incident from multiple, synchronized vantage points. WatchGuard's Distributed Multi-Peer Recording technology distributes decision-making to each camera in a multi-peer relationship. Imagine a network of cameras continually sensing the recording status of each other, acting in a peer-to-peer relationship. Systems can be used together, but are fully functional when used independently. |

Body Camera System: Cameras

| Cameras | | | |
|---------|--|-----------|---|
| # | Requirement | Response | Comments |
| 2 | System minimizes need for officer involvement, and utilizes one-button functionality (on, off, record, stop, mute) as much as possible, and minimizes need for officer to tag, upload, or manage recordings manually.. | Compliant | <p>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.</p> <p>Any camera (4RE or VISTA WiFi) can initiate a recording, and the other cameras, sensing a change in recording status, will begin recording. The system includes inputs to trigger a recording including: emergency lights, siren, auxiliary input, wireless microphone (if used), vehicle speed, and crash detection.</p> <p>4RE, typically, is set up to turn itself on with the ignition of the vehicle. This is configurable by the department. While powered on, there is also a setting that would prohibit manually turning off the system while the ignition is on. Anytime during a record event, 4RE will not respond to any power down commands in order to protect the recording that is in progress.</p> <p>4RE will also power itself down upon the ignition being turned off (unless in an active record event).</p> <p>During operation, Officers have only a couple tasks they are required to do to use 4RE. At a minimum, they will need to manually stop each recording when they are finished. A prompt can be setup by the department to remind the Officer in case they have de-activated all the record triggers and the recording continues for a period of time, but this prompt will not stop the recording. The second task that will be (likely) required is for the Officer to answer 1 (or more) event categorization questions after the recording. This can be as simple as choosing from "Incident" and "Non-Incident" or a bit more specific for the department with customizable answers such as, "Arrest," "Citation," "Warning," "DUI," etc. These categorizations also later drive</p> |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 3 | System provides livestreaming capabilities. Describe how this works. | Compliant | <p>The 4RE system supports Live Video Streaming through WatchGuard Video's Watch-Commander Application. 4RE can create and output additional video streams that are optimized for live video streaming applications (by using lower resolutions and frame rates) without sacrificing any of the high resolution streams that are recorded on the solid state drives. All that is required for the live video streaming is: an internet connection in the car via a Mobile Access Router (MAR), or a 3G/4G air card; and EL4 evidence management software in the back office.</p> <p>The Watch-Commander Live Video Streaming application enables agencies to have instant live access to all wirelessly connected 4RE systems. It is a web-based multi-cast application that can be accessed on any workstation or smartphone (iPhone, iPad, Droid, etc.) with the appropriate permissions.</p> <p>When Live Video Streaming is initiated for a vehicle, the 4RE system in the vehicle will give an audible tone and an icon will appear on the display. Users may select any connected camera to view, even if it is not currently being used in the vehicle. Live video streaming does not have an impact on what the vehicle operator sees, or on an in-progress recording. Vehicle information such as: GPS coordinates, speed, emergency light status, etc. are displayed with the video in the Watch-Commander application. Users may also listen to audio from the wireless or cabin microphones if they are active.</p> <p>Live video streaming is not currently available for the VISTA wearable camera, but may be included in a future release.</p> |
| 4 | System automatically tags videos with metadata, including: | Compliant | <p>4RE captures metadata such as time, date, officer, GPS coordinates, the status of the lights, siren, crash detection, speed, wireless microphone, manual system activation, and an auxiliary input, brakes, video category, event ID, etc.</p> <p>Available metadata for VISTA includes: date/time, officer name, event category, badge ID, stream quality, unit/camera ID, etc.</p> |
| 5 | - Officer Name | Compliant | |
| 6 | - Unit Number | Compliant | |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 7 | - Incident Number | Alternative Method | VISTA WiFi allows the officer to enter this information via the Smart Connect mobile application. |
| 8 | - Date | Compliant | |
| 9 | - Time | Compliant | |
| 10 | - GPS Coordinates | Compliant | |
| 11 | - Recording trigger | Compliant | |
| 12 | System provides unified login with the MDC. When an officer logs into their MDC, they are also logged into the camera system. | Non-Compliant | This is not currently a feature of 4RE or VISTA. Users log in to the system through the camera interface. This process typically takes a few seconds. |
| Body Cameras | | | |
| 13 | Indicate compatible mounting options: | | |
| 14 | - Epaulet | Compliant | |
| 15 | - Chest | Compliant | VISTA is available with a unique Chest Mount that overcomes the challenges of other mounting solutions. The Chest Mount system is designed to securely hold the camera to the uniform while keeping it very stable. It mounts the camera just below the shoulder of the Officer, rather than center mass, so that the lens is not obstructed by the user's arms when they are outstretched in front of the body. A rotating alligator clip and a duty belt clip are also available as additional mounting options. |
| 16 | - Glasses | Non-Compliant | VISTA XLT, our 2-piece version of VISTA, supporting over 12.5 hours of full HD recording battery life will be available Q3 2017. |
| 17 | - Helmet | Non-Compliant | VISTA XLT, our 2-piece version of VISTA, supporting over 12.5 hours of full HD recording battery life will be available Q3 2017. |
| 18 | - Covert accessories (e.g. wristband, key fobs, etc.) | Non-Compliant | VISTA XLT, our 2-piece version of VISTA, supporting over 12.5 hours of full HD recording battery life will be available Q3 2017. |
| 19 | - Other | Compliant | Mounting options include: Chest Mount, Rotatable Shirt Clip, Molle Loop Mount, Velcro Plate Mount, Klick Fas Mount, Tripod Mount, and RAM Mount. |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 20 | Device recording complies with H.264 compression standards. | Compliant | <p>VISTA records in MPEG-4 format using H.264 High Profile compression. This combination allows VISTA to record high quality HD video while keeping file size at a minimum.</p> <p>The H.264 HP technology creates files that are up to 40% smaller than video captured at equivalent qualities using simpler forms of H.264. At equivalent video qualities, older MPEG-4 systems create files that are more than 100% larger than H.264HP. H.264 HP Technology leverages a highly intelligent video compression algorithm to render video at much higher quality using the same data rate. It can also render video at the same quality using a much lower data rate.</p> |
| 21 | Device has flash or flashlight capabilities. | Non-Compliant | This is not a current feature included with VISTA. |
| 22 | System provides optical and digital zoom capabilities | Non-Compliant | VISTA does not currently offer a camera mode. |
| 23 | Camera provides low light or night vision capability. | Compliant | VISTA uses Ultra-WDR (Wide Dynamic Range) technology that dramatically improves video quality in nighttime video and difficult lighting situations. For every frame of video, the camera actually takes two separate images, a dark exposure and a light exposure. The camera then automatically blends the two images into a single video frame. The result is an ideally exposed picture that keeps bright areas from being over-exposed and keeps darker areas from turning black. |
| 24 | Camera is capable of at least SD capture at 30 FPS. | Compliant | |
| 25 | Camera is capable of at least 720p capture at 30 FPS. | Compliant | |
| 26 | Camera is capable of at least 1080p capture at 30 FPS. | Non-Compliant | 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. |
| 27 | Camera is capable of at least SD capture at 60 FPS. | Non-Compliant | VISTA captures video at 30 frames per second. |
| 28 | Camera is capable of at least 720p capture at 60 FPS. | Non-Compliant | VISTA captures video at 30 frames per second. |
| 29 | Camera is capable of at least 1080p capture at 60 FPS. | Non-Compliant | VISTA captures video at 30 frames per second and records up to 720p. |
| 30 | Device has a minimum of 8 hours recording life at maximum resolution and framerate. | Compliant | VISTA can record 9 hours of video at 720p resolution and 10 hours at 480p. |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 31 | Device has a minimum of 12 hours recording life at maximum resolution and framerate. | Non-Compliant | VISTA can record 9 hours of video at 720p resolution and 10 hours at 480p. VISTA XLT, the 2-Piece version of VISTA, will be able to capture 12.5 hours of video. VISTA XLT will be available Q3 2017. |
| 32 | Device features smartphone integration for video viewing and (if allowed) data management. | Compliant | Smart Connect is VISTA's optional smart phone application. It provides |
| 33 | Smartphone video manager/player allows for saving logins or another means to limit officer re-entry of username and passwords. | Compliant | |
| 34 | Device is capable of marking events during recording. | Non-Compliant | This is not a current feature included with VISTA. |
| 35 | Device capable of minimum 30 seconds pre-event recording. Describe impact on battery life if pre-event recording is used. | Compliant | <p>VISTA includes pre-event recording that is configurable from 15 seconds, up to 10 minutes.</p> <p>In addition to offering pre-event recording, VISTA includes WatchGuard Video's patented Record-After-the-Fact (RATF) feature.</p> <p>Body cameras, in general, have to be manually activated by the user. This makes them more prone to human error. The user may forget to activate the camera, or in an emergency, there may not be time to activate the camera before the situation escalates. The option is there to let the camera record constantly, but then the battery life limitations of wearable cameras becomes an issue, and the user increases the risk of the camera being dead and unable to record video.</p> <p>With VISTA, continuous background recording can be enabled so that agencies can use RATF to go back in time and RECORD an event AFTER it happened – up to a day later. This means that agencies will not have to worry about missing critical evidence.</p> <p>VISTA can record 9 hours of video at 720p resolution and 10 hours at 480p with pre-event recording and RATF active.</p> |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 36 | Device capable of minimum 2 minutes pre-event recording. Describe impact on battery life if pre-event recording is used. | Compliant | <p>VISTA includes pre-event recording that is configurable from 15 seconds, up to 10 minutes.</p> <p>In addition to offering pre-event recording, VISTA includes WatchGuard Video's patented Record-After-the-Fact (RATF) feature.</p> <p>Body cameras, in general, have to be manually activated by the user. This makes them more prone to human error. The user may forget to activate the camera, or in an emergency, there may not be time to activate the camera before the situation escalates. The option is there to let the camera record constantly, but then the battery life limitations of wearable cameras becomes an issue, and the user increases the risk of the camera being dead and unable to record video.</p> <p>With VISTA, continuous background recording can be enabled so that agencies can use RATF to go back in time and RECORD an event AFTER it happened – up to a day later. This means that agencies will not have to worry about missing critical evidence.</p> <p>VISTA can record 9 hours of video at 720p resolution and 10 hours at 480p with pre-event recording and RATF active.</p> |
| 37 | Camera provides wide angle capture. | Compliant | VISTA 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. |
| 38 | Weight of device is under 4 oz. | Non-Compliant | The weight of our Standard VISTA is 4.25 ounces and the weight of the Extended and WiFis are 5.3 ounces. |
| 39 | Overall device volume is under 5 cubic inches. | Compliant | VISTA's physical dimensions are: 3.06"H x 1.87"W x 1.08"D |
| 40 | Device has an indicator light when actively recording. | Compliant | VISTA includes a red LED indicator lights to indicate power on/off and recording, as well as a recording indicator on the camera's LED backlit display. |
| 41 | Device can capture still images during recording of at least 5 megapixels. | Non-Compliant | VISTA does not currently take still photos but Evidence Library includes a snapshot feature that allows still photos to be captured from video files. |
| 42 | Device has simple one-touch recording functionality. | Compliant | |
| 43 | Device has simple one-touch photo functionality. | Non-Compliant | Evidence Library includes a snapshot feature that allows still photos to be captured from video files. The VISTA camera is not currently able to take still photos. |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 44 | Device allows for instant in-field playback (audio and visual). Describe the playback device, as well as the resolution and size of playback screen provided. | Compliant | <p>VISTA WiFi includes Smart Connect, an optional smart phone application that will provide the officer with immediate in-field access to VISTA to playback recordings in HD at full frame rates.</p> <p>Video from VISTA can also be reviewed with the Evidence Library Client after it has been uploaded or 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> |
| 45 | Device is certified for dust and water protection. Indicate level of certification. | Compliant | VISTA is designed to meet IP54 waterproof and drop test standards, and is MIL-STD-810F certified |
| 46 | Device is certified for drop protection of at least 6 feet. Indicate the level of certification. | Compliant | VISTA is compliant for 6 foot drop test on cement. |
| 47 | Device includes minimum of 8 GB memory. | Compliant | VISTA includes 32GB of internal storage, which is a total capacity of 12 hours of HD video. |
| 48 | Device allows for expandable memory. Indicate format. | Non-Compliant | |
| 49 | Device has a simple on/off activation switch. | Compliant | VISTA includes an easy one-touch power button on the bottom of the camera. |
| 50 | Device has auto-on or auto-off functionality linked to triggers such as: weapon or belt-carried equipment removal, shotgun removal, activation of vehicle lights, or similar mechanisms. | Compliant | <p>VISTA WiFi uses WatchGuard Video's Distributed Multi-Peer Recording technology which distributes decision-making to each camera in a multi-peer relationship. Imagine a network of cameras continually sensing the recording status of each other, acting in a peer-to-peer relationship.</p> <ul style="list-style-type: none"> - Any camera (4RE or VISTA WiFi) can initiate a recording, and the other cameras, sensing a change in recording status, will begin recording - No one camera acts as a single, central controller, thus removing the single point of failure - A camera that initiated the group recording can move out of connectivity range without stopping the group recording in progress - A VISTA WiFi that's currently recording can "walk into" a group network on which it was previously associated, and the other cameras, sensing the recording status of that VISTA WiFi, will begin recording. - A VISTA WiFi not currently recording can "walk into" a group network on which it was previously associated, and sensing the other cameras recording, will begin recording. |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 51 | Device has password protection. Explain requirements. | Non-Compliant | An SD Card lock will be available Q2 2017. |
| 52 | Device has HDMI output. | Non-Compliant | |
| 53 | Device has TV out functionality. | Non-Compliant | |
| 54 | Device has vibration alerts. | Compliant | |
| 55 | Device has audible alerts. | Compliant | |
| 56 | Device can provide discrete on/off indication. No lights, no sounds created. Vibration or other methods are acceptable. Officer should be able to easily and reliably tell if device is turned on or off with this method. | Compliant | VISTA can be switched into a covert mode to ensure the camera doesn't give away an officer's position. Covert mode disables the power and record LEDs, and silences any audible indicators. |
| 57 | Device has a docking station for charging, downloading, and device management. | Compliant | Through the individual USB base, VISTA can transfer video at a speed of 90 seconds per 1GB of data. The USB base also supports Dock and Go functionality allowing an officer to simply dock the camera and walk away. Even if the camera is off or the battery is completely drained, the USB base will power it on and initiate the file transfer. |
| 58 | Device protects against local deletion, copying, or tampering of recordings. | Compliant | VISTA has no plugs or connectors and is only accessible with a) our USB docking station AND b) our Evidence Library software. |
| Body Camera Batteries | | | |
| 59 | Battery system is capable of lasting a 12 hour shift under "normal" usage. | Non-Compliant | <p>VISTA includes a Lithium Polymer battery that has a stand-by life of 19 hours without pre-event or Record-After-the-Fact enabled.</p> <p>The approximate battery life of a single charge for our Extended Capacity VISTA allows for continuous recording of:</p> <ul style="list-style-type: none"> -9 Hours of recording at 720p resolution -10 Hours of recording at 480p resolution <p>Additionally, VISTA includes 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 based on two independent options: No Movement – determined by internal accelerometers; or No Button Presses.</p> <p>The next release of VISTA, VISTA XLT, will be a 2-piece unit that will include 12.5+ hours of continuous recording.</p> |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 60 | Device has removable and replaceable batteries. | Compliant | Batteries are replaceable but not field swappable. VISTA batteries are expected to last three years or 300 charge cycles. We recommend sending devices in for battery replacement. |
| 61 | Backup device batteries can be utilized easily in the field. | Non-Compliant | Batteries are rechargeable and replaceable, but not field swappable. |
| 62 | Device has internally rechargeable batteries. | Compliant | |
| 63 | Device is instant-on with battery replacement. | Non-Compliant | We do not recommend battery replacement. |
| 64 | Full battery recharge takes less than 4 hours. | Compliant | VISTA can be completely charged in less than four hours. |
| 65 | Device has a battery indicator light. | Compliant | VISTA incorporates an LCD screen on the top of the camera to show exactly how much memory is still available, the exact battery life, how many recordings have been captured, and of course the recording state. |
| 66 | Device battery indicator light can indicate at least 3 levels of capacity (Full, Low, Reserve). | Compliant | VISTA's LCD screen shows the exact battery life. |
| In-Car Cameras | | | |
| 67 | System units include minimum of two cameras: Front View and Rear View | Compliant | <p>4RE has multiple front camera options available.</p> <p>The HD Mini Zoom Camera with Ultra-Wide Dynamic Range and a 57° field of view supporting 12x optical zoom.</p> <p>The HD Zero Sightline (ZSL) Camera with Ultra-Wide Dynamic Range and a 68° field of view in a compact low profile housing allowing it to be positioned behind the rear view mirror out of the officer's line of sight.</p> <p>The Panoramic X2 Camera with two HD Ultra-Wide Dynamic Range cameras in one housing. This camera features a 68° field of view primary forward camera and an ultra-wide angle panoramic strip camera.</p> <p>The 4RE system will include a compact, full color back seat camera with infrared illumination for back seat recording in zero light conditions.</p> |

Body Camera System: Cameras

| Cameras | | | |
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| # | Requirement | Response | Comments |
| 68 | Device recording complies with H.264 compression standards. | Compliant | 4RE and VISTA are the first law enforcement camera systems to use the most advanced video compression technology available, H.264 High Profile (HP). H.264 HP technology creates files that are up to 40% smaller than video captured at equivalent qualities using simpler forms of H.264. At equivalent video qualities, older MPEG-4 systems create files that are more than 100% larger than H.264 HP. H.264 HP Technology leverages a highly intelligent video compression algorithm to render video at much higher quality using the same data rate. It can also render video at the same quality using a much lower data rate. |
| 69 | System hardware is highly heat tolerant, and can operate within a temperature range of 0 degrees F to 150 degrees F. | Compliant | 4RE Exceeds this specification. It has a temperature range of -40F to +185F degrees. |
| 70 | System is capable upon delivery to utilize Body Camera peripheral as a microphone. | Compliant | |
| 71 | Wireless microphones or body cameras can detect other systems and minimize cross-talk or degradation of audio performance. | Compliant | |
| 72 | System provides optical and digital zoom capabilities | Compliant | <p>The 4RE HD Mini Zoom front camera includes a 12x optical zoom instead of digital. A digital zoom only results in a crop of the digital image that it is capturing, and this places an additional burden on the camera to then resize the data back to the resolution that the camera is programmed to capture. With digital zoom, this will always result in pixel interpolation and decreased quality because it's just stretching a cropped image.</p> <p>If you compare that to post-processing an optically zoomed image, if the crop takes place on camera, you are irreversibly losing data and image quality and leaving quality control up to the camera.</p> |
| 73 | Camera provides low light or night vision capability. | Compliant | All of the front cameras utilize a dual-exposure Ultra-Wide Dynamic Range (WDR) technology that dramatically improves video quality in nighttime video and difficult lighting situations. For every frame of video, the camera actually takes two separate images, a dark exposure and a light exposure. The camera then automatically blends the two images into a single video frame. The result is an ideally exposed picture that keeps bright areas from being over-exposed and keeps darker areas from turning black. |
| 74 | Camera is capable of at least SD capture at 30 FPS. | Compliant | |
| 75 | Camera is capable of at least 720p capture at 30 FPS. | Compliant | |

Body Camera System: Cameras

| Cameras | | | |
|---------|--|---------------|---|
| # | Requirement | Response | Comments |
| 76 | Camera is capable of at least 1080p capture at 30 FPS. | Non-Compliant | 4RE captures video at 30 FPS with a maximum recording resolution of 720p. |
| 77 | Camera is capable of at least SD capture at 60 FPS. | Non-Compliant | 4RE captures video at 30 FPS. |
| 78 | Camera is capable of at least 720p capture at 60 FPS. | Non-Compliant | 4RE captures video at 30 FPS. |
| 79 | Camera is capable of at least 1080p capture at 60 FPS. | Non-Compliant | 4RE captures video at 30 FPS with a maximum recording resolution of 720p. |
| 80 | Camera provides wide angle capture. | Compliant | Our Panoramic X2 camera has a 138 degree wide Field of View. |
| 81 | Camera is capable of capturing details 45 feet from camera. | Compliant | Just like High Definition television, 4RE and VISTA record video in a 16:9 wide screen aspect ratio (versus conventional 4:3 ratio where the image area is almost square). This wide screen aspect ratio is the ideal format for in-car video systems because it wastes fewer pixels on the sky and the vehicle's hood – a full 25 percent fewer wasted pixels. Not |
| 82 | Forward facing unit has indicator to show active recording (for use by officer). | Compliant | |
| 83 | System is capable of recognizing license plate images. | Non-Compliant | License plates are readable, but 4RE does not currently include ALPR capabilities. |
| 84 | Camera is capable of automatic and manual focusing. | Compliant | |
| 85 | Camera provides IR functionality. | Compliant | The rear camera includes infrared illumination. |
| 86 | Camera provides backlight compensation. | Compliant | |
| 87 | System provides instant, simple in-car playback. Describe mechanism or device preferred. | Compliant | 4RE allows officers to preview and review video recordings in the car on either the Remote Display Control Panel, or Mobile Data Computer if the 4RE Mobile App is installed. Officers may watch video and listen to audio (if active) when from the Remote Display Control Panel even if it is not currently recording. Officers can also playback previously recorded video while simultaneously recording new video. |
| 88 | Video manager/player allows for saving logins or another means to limit officer re-entry of username and passwords. | Non-Compliant | Users must login to the system. Login time typically takes a few seconds. |
| 89 | System in-car playback is separate unit, not dependent on using in-car MDC. | Compliant | |
| 90 | System is sufficiently ruggedized for daily police activity, with no moving parts, and records to solid state media. | Compliant | |
| 91 | System provides standard mounting compatibility. | Compliant | |
| 92 | System includes GPS receiver. | Compliant | |
| 93 | System is capable of pre-event recording capturing a 30 second buffer. | Compliant | 4RE is 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 independently adjustable and restricted by a supervisor. In addition, 4RE includes Record After The Fact. |
| 94 | System will begin recording on the following triggers: | Compliant | |
| 95 | Activation of emergency lights | Compliant | |
| 96 | Activation of siren | Compliant | |

Body Camera System: Cameras

| Cameras | | | |
|---------|--|-----------|----------|
| # | Requirement | Response | Comments |
| 97 | Activation of wireless microphones | Compliant | |
| 98 | Impact or collision | Compliant | |
| 99 | Vehicle surpassing a speed threshold | Compliant | |
| 100 | Device protects against local deletion, copying, or tampering of recordings. | Compliant | |

Body Camera System: Video Management

| Video Management | | | |
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| # | Requirement | Response | Comments |
| | General | | |
| 1 | Able to export videos in MP4 format. If conversion is required, processing does not occupy user's device resources. | Compliant | VISTA video files are not proprietary, and may be exported in to multiple formats including: DVD Video, MPEG2, WMV, MP4, or AVI. |
| 2 | MP4 export contains full metadata of original recording. | Compliant | |
| 3 | Videos can be exported in their native format to a zipped file along with a compatible video player application. | Compliant | Exporting video is fully IACP compliant and includes the choice of adding a portable WatchGuard player to the exported files. This player may be run completely from the media it is located on. Nothing has to be extracted or installed on the local machine that is accessing the exported media. This player allows full subtitles to display all metadata for courtroom presentation, as well as the ability to snapshot portions of the video for closer examination. |
| 4 | Videos can be easily burned to dvd. | Compliant | |
| 5 | Videos can be uploaded via the in-car CradlePoint system. | Compliant | |
| 6 | System may provide a smartphone application which allows video management, review, and tagging. | Non-Compliant | Evidence Library does not currently include a smartphone application. |
| 7 | System repository allows for import from other recording sources. | Compliant | EL4 includes the ability to perform Case Management, which allows the ability for case "container" creation and content management. With this feature, users may associate one or more VISTA or 4RE recordings with a case, as well as other general user files such as: PDFs, spreadsheets, reports, videos from 3rd party systems, audio recordings, still pictures, drawings, etc. Cases can be further managed by adding users as Case Workers with specific sets of permissions for that case. |
| 8 | System provides for multiple account security access and permission levels. | Compliant | The Security Management module of EL4 houses all of the user information, permissions and group level security settings. Users of the system must include any person who will be logging into the Web Client or operating a VISTA or 4RE system. After the users are entered into the system (Active Directory integration available) User Groups are created that give a specific set of permissions, or claims. Users are then added into User Groups based on the level of access to the system needed. Based upon the Department's desire for certain users to perform certain tasks, groups may be dynamically created for nearly any circumstance the Department envisions. |
| 9 | System is compatible with multiple web browsers. Indicate which browsers are preferred or non-compatible. | Compliant | Supported browsers include: IE10, IE11, and Google Chrome (v36 and higher) |
| 10 | System is able to prevent overloading of simultaneous uploads. | Compliant | The DVR will throttle bandwidth as availability allows. |

Body Camera System: Video Management

| Video Management | | | |
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| # | Requirement | Response | Comments |
| 11 | System allows for querying videos based on metadata (location, time, officer, etc.) | Compliant | |
| 12 | System logs and provides audit capabilities of access, viewing, and editing of data. | Compliant | |
| 13 | System provides for machine transcription of audio. | Compliant | This feature is included with REDACTIVE, WatchGuard Video's optional redaction software. |
| 14 | System allows City IT to prioritize CAD performance over video management and upload. | Non-Compliant | This is not currently a feature within Evidence Library. |
| 15 | System is able to redact content or mask faces for privacy purposes. System will also retain the original video. | Compliant | This feature is included with REDACTIVE, WatchGuard Video's optional redaction software. |
| Queries | | | |
| 16 | Ability to query videos by: | | |
| 17 | - Officer Name | Compliant | |
| 18 | - Unit Number | Compliant | |
| 19 | - Incident Number | Compliant | |
| 20 | - Date | Compliant | |
| 21 | - Time | Compliant | |
| 22 | - GPS Coordinates | Compliant | |
| 23 | - Recording trigger | Compliant | |
| Retention | | | |
| 24 | System applies automatic retention policy of 90 days for general videos with longer (or permanent) retention based on classification (described in detail in RFP Narrative). | Compliant | <p>Rules are created in the Evidence Management section of EL4 that determine how long video is kept before it is either deleted or archived. This section leverages the Event Category that was selected on VISTA or 4RE, or later identified in the client. For each Event Category listed, the Department is allowed to specify an action that is performed and at what interval it is performed. Both the retention period and the action performed on the event are choices left up to the Department.</p> <p>The next configuration related to Data Cleanup is how the Department wants the Data Cleanup procedure to run. It may be set to run on a schedule automatically or manually at times initiated by a user with Evidence Management permissions. Regardless of when and how it runs, Data Cleanup will run through the entire list of retention rules and perform the actions necessary across the entire solution.</p> |
| Redaction | | | |
| 25 | System provides video auto-redaction capabilities. Describe this functionality. | Compliant | |
| 26 | Ability to visually redact: | Compliant | |
| 27 | Juveniles | Compliant | |
| 28 | License Plates | Compliant | |
| 29 | Bystanders | Compliant | |

Body Camera System: Video Management

| Video Management | | | |
|--------------------------------------|---|-----------------------|---|
| # | Requirement | Response | Comments |
| 30 | System provides simple-to-use audio redaction capabilities. | Compliant | |
| 31 | System provides automatic facial tracking or recognition capabilities. | Compliant | |
| Interface to Spillman CAD/RMS | | | s |
| 32 | System has bi-directional connection to Spillman system. The system should be able to pull the incident number from dispatch system and apply to metadata, and then transfer video and incident back into records system. | Non-Compliant | This is not a feature currently included with Evidence Library, but will be available in a future release. WatchGuard Video would welcome the opportunity to work with the City and the CAD/RMS provider to implement this integration. |
| Geo-fencing | | | |
| 33 | In-car cameras in a configurable proximity to an actively recording camera should begin recording. | Alternative Method | This is accomplished through WatchGuard Video's Multi-Peer Distributed Recording. |
| 34 | System is able to identify videos recorded in the same area and timeframe. Users viewing a video should be able to request these related videos from the system. | Compliant | |
| Cloud | | | |
| 35 | System automatically uploads data to the system's cloud repository. | Alternative Method | A hybrid solution with on premise and cloud storage is being recommended. |
| 36 | Connections are CJIS and NIST certified and secured. | Compliant | |
| 37 | System is capable of mirroring local content to a cloud repository. | Modification Required | This capability exists but it is not included in a standard installation. |

Exhibit "E" - Service Level Agreement



WatchGuard Service Level Agreement 8/19/2016

STANDARD SERVICE LEVEL AGREEMENT SUMMARY

WatchGuard Video regular phone support hours are 7AM to 6PM M-F CST with emergency phone support outside of those hours. In addition, we have a customer support portal at <http://cs.watchguardvideo.com/> with the ability to see previous support cases, submit new support cases, and search the online Knowledge Base.

TIER 1

When a problem comes in through the call center during normal business hours (7am-6pm CST), the customer will speak to a Technician within 30 minutes of placing the call. If it is outside of normal business hours, and it is a MEDIUM PRIORITY or HIGH PRIORITY issue, the customer will be connected to a Technician within 1 hour. LOW PRIORITY issues are not addressed after hours and will be addressed the next business day.

Upon speaking with call center technician the customer will be given a RESOLUTION before the call is completed or the issue will be escalated to Tier 2 Customer Service Technician within 4 business hours.

TIER 2

When a problem is escalated to Tier 2, the customer will be contacted by a Tier 2 Technician . within 4 business hours.

For LOW PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD within 3 Business Days of initial contact with Tier 2 Representative.

For MEDIUM PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD within 2 Business Days of initial contact with Tier 2 Representative.

For HIGH PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD the same Business Days of initial contact with Tier 2 Representative.

ENGINEERING HOLD

When a problem is placed on ENGINEERING HOLD, the customer will be notified within 4 business hours.

For LOW PRIORITY problems on ENGINEERING HOLD, customer will be given daily status updates until RESOLUTION.

For MEDIUM PRIORITY and HIGH PRIORITY problems on ENGINEERING HOLD, customer will be given 4 hour status update until RESOLUTION.

Problems placed on ENGINEERING HOLD are very complex and are often unique to a customer's environment. Therefore, there is no expectation can be given for expected resolution time.

For RESOLUTIONS that require hardware repair/replacement, the resolution is considered to have occurred at the moment that the malfunctioning hardware was identified.

TERMS AND DEFINITIONS

SERVICE RESPONSE

SERVICE RESPONSE (SR) is the maximum amount of time that it will take for a WatchGuard Video Technician to respond to a request for COVERED PRODUCT support. The SR is not affected by automated responses. The responder must be a WatchGuard Video Technician whose intent is to begin issue resolution.

WORK AROUND

A WORK AROUND is a temporary fix that enables the Agency to continue functioning at normal efficiency or slightly diminished efficiency. Often, a WORK AROUND involves a temporary change in the processes or procedures of the Agency. To be considered a valid WORK AROUND, the agency must be able to capture new video evidence from all active WatchGuard Video devices, review new video evidence, and present new video evidence to court.

RESOLUTION

RESOLUTION occurs when WatchGuard Video Closes the Issue and does not consider the issue as requiring additional work. RESOLUTION does NOT include restoring data/evidence. Disaster recovery of data is solely the responsibility of the agency. RESOLUTIONS can take the following forms.

COMPLETE RESOLUTION – when a product performs exactly as designed after experiencing an issue that was corrected by WatchGuard Video Customer Service (Customer Service)

ENGINEERED RESOLUTION – when a product performs with WORK AROUND during an interim period that lasts until a minor or major revision release of the product firmware, software, or hardware that contains a change specifically designed to correct the current issue.

CAMERA SYSTEM HARDWARE

CAMERA SYSTEM HARDWARE is any Hardware Purchased as part of a WatchGuard Video manufactured camera system. IT Servers, desktop computer, and other back office systems are not included. Camera System Hardware includes but is not limited to, All In-Car components and hardware, docking stations/systems located In-Car or In-Office, Interview Room Components manufactured by WatchGuard Video, etc.

IT SYSTEM HARDWARE

IT SYSTEM HARDWARE is any hardware purchased from WatchGuard Video, manufactured by a 3rd party for the purpose of connecting and running the WatchGuard Video Server and Back Office systems. IT SYSTEM HARDWARE includes but is not limited to, Server Hardware, Network Switches and Cabling, Server Racks, JBODS, etc.

RESOLUTION TIME

RESOLUTION TIME is the time between SERVICE RESPONSE time and problem RESOLUTION.

PROBLEM PRIORITIES

LOW PRIORITY:

LOW PRIORITY problems are problems that affect a single Camera Systems ability to record, upload, or review video.

MEDIUM PRIORITY:

MEDIUM PRIORITY problems are problems that affect more than one Camera Systems ability to record, upload, or review video or problems that prevent video Evidence from any camera from being reviewed in court.

HIGH PRIORITY:

HIGH PRIORITY problems are problems that affect all cameras connected to a server, transfer station, precinct, etc. Also, all “Server Down” issues are HIGH PRIORITY.

ENGINEERING HOLD

ENGINEERING HOLD is a condition where a problem is too complex to resolve without putting someone on site, or without using resources provided by Engineering who have the capability of fundamentally changing the product. An Example would be a software bug which requires a coded fix.



LIMITED IN-CAR HARDWARE WARRANTY

WatchGuard Video, in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **SIX-YEARS** from the date of installation. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the WatchGuard Video system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – WatchGuard Video's liability is limited to the repair or replacement of components found to be defective by WatchGuard Video. Except in the event of gross negligence or intentional misconduct, WatchGuard Video will not be liable for any indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. WatchGuard Video will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by WatchGuard Video to be defective in material or workmanship, WatchGuard Video shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty



shall be warranted for the remainder of the warranty period applicable to the system warranty period. WatchGuard Video will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for repair. In the case of an advanced shipment replacement, WatchGuard will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard Video will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact WatchGuard's Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard Video. WatchGuard Video will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video's factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

The above warranty coverage has been extended for six years to NRHPD. Warranty coverage will begin on the day the product is installed.

WatchGuard Video

415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



VISTA NO-FAULT 5 YEAR EXTENDED HARDWARE WARRANTY

The No-Fault 5 Year Extended Warranty will be offered directly from WatchGuard Video. Any and all No-Fault warranties must be purchased with the initial purchase of the VISTA unit, and the VISTA No-Fault warranty must also be purchased for all VISTA units. Failure to purchase the No-Fault warranty at the time of purchase will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. The following warranty terms and conditions apply with the purchase of the No-Fault VISTA Camera Warranty:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – The VISTA No-Fault warranty covers all parts and components of the VISTA Body Worn Cameras. This also includes the base, cables, and battery replacements during the life of the extended warranty. Repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The No-Fault Warranty will not include systems with intentionally altered or removed serial numbers, or it is determined that the WatchGuard Video system was internally changed, modified, or repaired.

LIMITED LIABILITY – WatchGuard Video's liability is limited to the repair or replacement of components. Except in the event of gross negligence or intentional wrongdoing, WatchGuard Video will not be liable for any indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, WatchGuard Video shall replace the unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged unit. WatchGuard requires that any and all parts and pieces of the damage unit be returned. By contacting WatchGuard to send in a unit in for repair or replacement under the No-Fault



Warranty, the customer agrees to return the damaged unit within 30 days. Failure to return the unit will result in the customer being billed the full purchase price for the new advance shipped unit. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING –Throughout the duration of the warranty period, WatchGuard Video will provide an Advance Replacement unit with a prepaid shipping label to return any defective unit for end users in the continental United States provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact WatchGuard’s Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the WatchGuard Video No-Fault warranty, please direct them to:

WatchGuard Video

Attn: Customer Service Department

415 Century Parkway

Allen, Texas 75013

(800) 605-6734 Toll Free Main Phone

(866) 384-8567 Toll Free Queued Customer Service

(972) 423-9777 Main

(972) 423-9778 Fax

www.watchguardvideo.com

support@watchguardvideo.com



EVIDENCE LIBRARY SOFTWARE MAINTENANCE PLAN

TERMS AND CONDITIONS

Your WatchGuard Software Maintenance Plan for Evidence Library (herein referred to as the "Software Maintenance Plan") is governed by these Terms and Conditions and constitutes your contract with WatchGuard as described below. Subject to these Terms and Conditions,

- (i) The Software Maintenance Plan applies to all customers who signed up for an active plan with WatchGuard Video after July 1, 2015.
- (ii) The Evidence Library Software ("Covered Software") first sold to an end user is guaranteed to be free defects in material and workmanship for the duration of the coverage period.
- (iii) The Software Maintenance Plan provides you with access to telephone technical support and web-based support resources for the Covered Software.
- (iv) The Software Maintenance Plan provides you with access to software service packs, minor software updates, major software upgrades, and 4RE/VISTA Firmware updates.
- (v) The Software Maintenance Plan includes the "Basic" level of CLOUD-SHARE.

The Software Maintenance Plan can be extended beyond the first year, provided payment for the annual Software Maintenance Plan for each year is made to WatchGuard prior to the end of the Coverage Period. The Software Maintenance Plan must be carried consecutively without any lapses in yearly coverage across all purchased 4RE In-Car, and VISTA units. WatchGuard will track the serial numbers of each unit and associate coverage with the Software Maintenance Plan respectively. All 4RE In-Car, VISTA and IT related hardware is excluded under the Software Maintenance Plan.

The duration of the Software Maintenance Plan ("Coverage Period") is for the period specified by any and all paid invoices related to the purchases of Software Maintenance Plans. WatchGuard may restrict service provided under this Software Maintenance Plan to the Covered Software's original country of purchase.

All Software Maintenance plans will have a "Common" expiration date that will be determined by the expiration of the original Software Maintenance from the initial purchase invoice. The common expiration date will be the same for all units. Any additional units purchased after the initial invoice, will not have Software Maintenance extended past the common expiration date unless additional years of Software Maintenance are purchased. All units must be extended at the same time and then the new expiration date will become the common expiration date for all current and future units purchased.



SERVICE OPTIONS:

Remote Service which includes call center, on-line chat, email, will call, and remote desktop service, is provided free of charge for the Coverage Period. In instances where remote desktop capability is accessible, WatchGuard will make every reasonable effort to provide a solution remotely.

On-Site Technical Service must be scheduled in advance and is available at a minimum daily rate. Contact WatchGuard for further information regarding rates and availability.

TECHNICAL SUPPORT

TELEPHONE AND WEB SUPPORT

During the Coverage Period WatchGuard will provide you with access to telephone technical support and web-based technical support resources. Technical support may include the launch, configuration, troubleshooting, and recovery, interpreting system error messages, and determining when hardware repairs are required. WatchGuard will provide technical support for the Covered Software including software applications that are installed by WatchGuard or an Authorized Service Center. WatchGuard will provide support for the then-current version of the software.

SUPPORT LIMITATIONS

The Software Maintenance Plan does not cover:

- (i) Issues that could be resolved by upgrading the software to the then-current version.
- (ii) Your use of or modification to the Covered Software in a manner for which the Covered Software is not intended to be used or modified.
- (iii) Third-party products or their effects on or interactions with the Covered Software.
- (iv) Does not cover the services or time related to the installation of the software, training, or software upgrades.
- (v) Your use of a computer or operating system that is unrelated to Covered Software.
- (vi) Connectivity issues with the Covered Software over networks not built or supported by WatchGuard.
- (vii) Covered Software that has been deleted or uninstalled.
- (viii) Preventative maintenance on the Covered Software.
- (ix) Damage to, or loss of, any software or data residing or recorded on the same computer as the Covered Software. The contents of the hard drive may be deleted in the course of service. WatchGuard may install system software updates as part of your service that will prevent the software from reverting to an earlier version. Reinstallation of software programs and user data are not covered under this Plan.



- (x) Hardware Warranty coverage includes, but is not limited to, servers, computers, DVD burners, JBOD online storage devices, uninterruptable power supplies, building mounted antennas, and all related brackets and mounting hardware ("IT Equipment").
- (xi) On-Site technical service.
- (xii) Problems caused by the function of a network or viruses or other software problems introduced into the Covered Software or computer the Covered Software is running on.
- (xiii) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Software.

Any Incident deemed out of scope as defined in this Software Maintenance Plan or any incident that occurs while no Software Maintenance Plan Agreement is in place, shall be subject to additional fees and/or charges. The Customer will be quoted applicable charges and rates prior to any service(s) being performed. Approved service(s) will commence upon receipt of a purchase order.

OBTAINING TECHNICAL SUPPORT

You may obtain technical support by calling (800) 605-6734. The Customer Service Representative will provide you technical support.

YOUR RESPONSIBILITY

To receive service or support under the Plan, you agree to comply with the following:

- (i) Provide your agency name and serial number (if required) of the Covered Software.
- (ii) Provide information about the symptoms and causes of the problems with the Covered Software.
- (iii) Respond to requests for information, including but not limited to the associated serial number of Covered Software, version, model, IT hardware, and software including operating system and database software, third-party software installed, any peripherals devices connected or installed with the Covered Software, any error messages displayed, actions taken before the Covered Software experienced the issue and steps taken to resolve the issue.
- (iv) You shall maintain all IT Equipment related to or required by the Covered Software. Any incident arising from inadequate maintenance of these systems shall be subject to additional per incident charges
- (v) Any changes to the hardware or software environment for both the Covered Software and IT Equipment made by Customer that results in any degradation in performance will be the responsibility of you including any related costs to correct the issue. Changes include, but are not limited to, in-car installation resulting in a non-approved



installation, damaged or misalignment of wireless antennas caused by the customer or weather, untrimmed trees or added obstacles that degrade wireless signal strength, added vehicles without regard for adding additional wireless access points that results in degraded performance, adding or changing video storage locations in an improper manner, adding or updating server software without the approval of WatchGuard, changes to the 4RE related network topology or architecture without consultation of WatchGuard.

GENERAL TERMS

- (i) WatchGuard may subcontract or assign performance of its obligations to third-parties but will not be relieved of its obligations to you in doing so.
- (ii) WatchGuard is not responsible for any failures or delays in performing under the Plan that are due to events outside WatchGuard's reasonable control.
- (iii) This Plan is offered and valid only in the United States of America. This Plan may not be available in all states, and is not available where prohibited by law.
- (iv) In carrying out its obligations WatchGuard may, at its discretion and solely for the purposes of monitoring the quality of WatchGuard's response, record part or all of the calls between you and WatchGuard.
- (v) WatchGuard is not obligated to renew the Software Maintenance Plan after termination. If a new Software Maintenance Plan is offered, WatchGuard will determine the price and terms.

LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTIES AND REMEDIES CONTAINED HEREIN, THIS PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING.

NEITHER WATCHGUARD NOR ITS DEALERS OR SUPPLIERS WILL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT, EVEN IF WATCHGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. WATCHGUARD IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY UNLESS SUCH CLAIM IS DUE TO WATCHDOG VIDEO'S NEGLIGENT ACTS OR OMISSIONS. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, WATCHGUARD'S MAXIMUM AGGREGATE LIABILITY TO YOU, AND THAT OF ITS DEALERS AND SUPPLIERS, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THIS PRODUCT AS EVIDENCED BY YOUR PURCHASE RECEIPT.



This limited warranty gives you specific legal rights. You may also have other rights that may vary from state to state or from country to country. You are advised to consult applicable state or country laws for a full determination of your rights.

SUPPORT CONTACT INFORMATION

WatchGuard Video

Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



EVIDENCE LIBRARY END USER LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. BY OPENING THE PACKAGE OR CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON, AND, IF APPLICABLE, RETURN THIS PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

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We warrant that for a period of ninety days after delivery of this copy of the Software to you:

- The physical media on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use; and
- The Software will perform in substantial accordance with the Documentation.

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SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

LIMITED REMEDY

Our entire liability and your exclusive remedy shall be:

- The replacement of any diskette(s) or other media not meeting our Limited Warranty which is returned to us or to an authorized Dealer or Distributor with a copy of your receipt; or



- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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This license agreement takes effect upon your use of the software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to either return to us or destroy all copies of the Software and Documentation in your possession.

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The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

GENERAL PROVISIONS

1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any and all prior oral or written agreements, negotiations or other dealings between us concerning the Software.
2. This license agreement may be modified only by a writing signed by you and us.
3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
4. This license agreement is governed by the laws of the State of Texas.
5. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

EXHIBIT "I" - PAYMENT SCHEDULE



| Line # | Qty. | Part # | Description | Unit Price | One-Time Up-Front Cost | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 & 7 option |
|--|------|---------------------|--|-------------|------------------------|-----------|--------------|--------------|--------------|--------|-------------------|
| Camera Hardware | | | | | | | | | | | |
| 1 | 42 | 4RE-EXT-WIF-BUN | 4RE High Definition In-Car Video System with Integrated VISTA WiFi | \$ 5,020.00 | \$ 210,840.00 | | | | | | |
| 2 | 42 | CAM-4RE-PAN-NHD | HD Panoramic Camera Upgrade | \$ 200.00 | Included | | | | | | |
| 3 | 42 | 4RE-WRL-KIT-101 | 4RE In-Car 802.11n Wireless Kit, 5GHz | \$ 172.00 | \$ 7,224.00 | | | | | | |
| 4 | 85 | VIS-EXT-WIF-001 | VISTA HD WiFi Wearable Camera, Additional | \$ 882.00 | \$ 74,970.00 | | | | | | |
| 5 | 0 | VISTA XLT | VISTA XLT, 2-Piece Unit, Helmet Mount | \$ 1,100.00 | \$ - | | | | | | |
| 6 | 12 | VIS-MNT-MOL-001 | VISTA HD, Molle Vest Adapter Clip | \$ 18.00 | Included | | | | | | |
| 7 | 55 | CAR CHARGER | VISTA Quick Release Magnetic Car Charger | \$ 85.00 | \$ 4,675.00 | | | | | | |
| 8 | 9 | VEHICLE TRIGGER KIT | VISTA Vehicle Trigger Kit <i>For use with motorcycle units</i> | \$ 180.00 | \$ 1,620.00 | | | | | | |
| 9 | 127 | VIS-CHG-BSE-KIT | VISTA HD USB Transfer / Charging Base | \$ 85.00 | \$ 10,795.00 | | | | | | |
| 10 | 10 | VIS-VTS-DTC-001 | VISTA HD 8 Bay Ethernet Transfer Station <i>Two included at no charge</i> | \$ 1,375.00 | \$ 11,000.00 | | | | | | |
| Evidence Management Software | | | | | | | | | | | |
| 11 | 1 | KEY-EL4-SRV-001 | Evidence Library 4 Site License | \$ 851.00 | \$ 851.00 | | | | | | |
| 12 | 42 | KEY-EL4-DEV-001 | Evidence Library 4 - 4RE Device License | \$ 125.00 | \$ 5,250.00 | | | | | | |
| 13 | 42 | KEY-EL4-DEV-003 | Evidence Library 4 - VISTA/4RE Combo-Discount Device License | \$ 65.00 | \$ 2,730.00 | | | | | | |
| 14 | 85 | KEY-EL4-DEV-002 | Evidence Library 4 - VISTA Device License | \$ 129.00 | \$ 10,965.00 | | | | | | |
| 15 | | SFW-EL4-CLD-FUL | Evidence Library 4, CLOUD-SHARE - Full <i>Changes in CLOUD-SHARE levels are allowed once per year. All camera systems must be on the same CLOUD-SHARE plan.</i> | \$ 40.00 | \$ - | | | | | | |
| 16 | | SFW-EL4-CLD-EXT | Evidence Library 4, CLOUD-SHARE - Extended <i>Changes in CLOUD-SHARE levels are allowed once per year. All camera systems must be on the same CLOUD-SHARE plan.</i> | \$ 80.00 | \$ - | | | | | | |
| 17 | 1 | CAD INTEGRATION | Integration with NRH's current CAD system | \$ 7,500.00 | \$ 7,500.00 | | | | | | |
| 18 | 1 | KEY-WGV-RED-001 | REDACTIVE Redaction Software, Single Seat License | \$ 3,470.00 | \$ 3,470.00 | | | | | | |
| 19 | 1 | SFW-WCM-KIT-100 | Watch Commander Live Video Streaming License | \$ 2,170.00 | \$ 2,170.00 | | | | | | |
| 20 | 42 | SFW-WCM-LIC-FEE | Watch Commander Live Video Streaming Device License | \$ 215.00 | \$ 9,030.00 | | | | | | |
| Extended Hardware Warranties and Software Maintenance | | | | | | | | | | | |
| Year 1 | | | | | | | | | | | |
| 21 | 42 | WAR-4RE-CAR-1ST | Warranty, 4RE, In-Car, 1st Year (Months 1-12) | \$ - | | \$ - | | | | | |
| 22 | 127 | WAR-VIS-CAM-1ST | VISTA Hardware Warranty | \$ - | | \$ - | | | | | |
| 23 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ - | | \$ - | | | | | |
| 24 | 1 | WAR-WGR-MNT-001 | REDACTIVE Software Maintenance | \$ 675.00 | | \$ 675.00 | | | | | |
| Year 2 | | | | | | | | | | | |
| 25 | 42 | WAR-4RE-CAR-2ND | Warranty, 4RE, In-Car, 2nd Year (Months 13-24) | \$ 41.00 | | | \$ 1,722.00 | | | | |
| 26 | 127 | WAR-VIS-NFW-BUN | VISTA Hardware Warranty - no fault | \$ 95.00 | | | \$ 12,065.00 | | | | |
| 27 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ 100.00 | | | \$ 16,900.00 | | | | |
| 28 | 1 | WAR-WGR-MNT-002 | REDACTIVE Software Maintenance | \$ 675.00 | | | \$ 675.00 | | | | |
| Year 3 | | | | | | | | | | | |
| 29 | 42 | WAR-4RE-CAR-3RD | Warranty, 4RE, In-Car, 3rd Year (Months 25-36) | \$ 125.00 | | | | \$ 5,250.00 | | | |
| 30 | 127 | WAR-VIS-NFW-BUN | VISTA Hardware Warranty - no fault | \$ 95.00 | | | | \$ 12,065.00 | | | |
| 31 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ 100.00 | | | | \$ 16,900.00 | | | |
| 32 | 1 | WAR-WGR-MNT-003 | REDACTIVE Software Maintenance | \$ 675.00 | | | | \$ 675.00 | | | |
| Year 4 | | | | | | | | | | | |
| 33 | 42 | WAR-4RE-CAR-4TH | Warranty, 4RE, In-Car, 4th Year (Months 37-48) | \$ 225.00 | | | | | \$ 9,450.00 | | |
| 34 | 127 | WAR-VIS-NFW-BUN | VISTA Hardware Warranty - no fault | \$ 95.00 | | | | | \$ 12,065.00 | | |
| 35 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ 100.00 | | | | | \$ 16,900.00 | | |



| | | | | | | | | | | | | |
|----------------------------|-----|----------------------------|---|----------------------|------------------|---------------------|---------------------|---------------------|---------------------|----------------------|------------------------|--|
| 36 | 1 | WAR-WGR-MNT-ADD | REDACTIVE Software Maintenance | \$ 675.00 | | | | | | \$ 675.00 | | |
| Year 5 | | | | | | | | | | | | |
| 37 | 42 | WAR-4RE-CAR-5TH | Warranty, 4RE, In-Car, 5th Year (Months 49-60) | \$ 340.00 | | | | | | \$ 14,280.00 | | |
| 38 | 127 | WAR-VIS-NFW-BUN | VISTA Hardware Warranty - no fault | \$ 95.00 | | | | | | \$ 12,065.00 | | |
| 39 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ 100.00 | | | | | | \$ 16,900.00 | | |
| 40 | 1 | WAR-WGR-MNT-ADD | REDACTIVE Software Maintenance | \$ 675.00 | | | | | | \$ 675.00 | | |
| Year 6 | | | | | | | | | | | | |
| 41 | 42 | WAR-4RE-CAR-6TH | Warranty, 4RE, In-Car, 6th Year (Months 61-72) | No Charge | | | | | | | | |
| 42 | 127 | WAR-VIS-NFW-BUN | VISTA Hardware Warranty - no fault * | \$ 135.00 | | | | | | \$ 17,145.00 | | |
| 43 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ 135.00 | | | | | | \$ 22,815.00 | | |
| Year 7 | | | | | | | | | | | | |
| 44 | 42 | WAR-4RE-CAR-5TH | Warranty, 4RE, In-Car, 6th Year (Months 73 - 85) | \$ 520.00 | | | | | | \$ 21,840.00 | | |
| 45 | 127 | WAR-VIS-NFW-BUN | VISTA Hardware Warranty - no fault * | \$ 165.00 | | | | | | \$ 20,955.00 | | |
| 46 | 169 | SFW-MNT-EL4-001 | Evidence Library Software Maintenance | \$ 135.00 | | | | | | \$ 22,815.00 | | |
| Video Storage Hardware | | | | | | | | | | | | |
| On Premise Server Hardware | | | | | | | | | | | | |
| 42 | 1 | Dell PowerEdge R740XD | On Premise Server with R740XD Motherboard. Intel Xeon Silver 4108 1.8G, 8C/16T, 9.6GT/s 2UPI, 11M Cache, Tubro, HT (85W) DDR4-2400. DIMM Blanks. 1U Pipe Low Profile Heatsink. 2666MT/s RDIMMs. PERC H730P RAID controller. | \$ 18,804.00 | \$ 18,804.00 | | | | | | | |
| 43 | 24 | Dell 8TB Drives | Video Storage Hard Drive, 8TB included in Dell price | \$ - | \$ - | | | | | | | |
| 44 | 1 | Dell Precision Workstation | Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVD RW, 16GB RAM | \$ 5,497.00 | \$ 5,497.00 | | | | | | | |
| 45 | 1 | Dell Storage MD1400 | Storage, JBOD Enclosure, 4RE, 12-bay 2U | \$ 18,300.00 | \$ 18,300.00 | | | | | | | |
| 46 | 1 | WAR-SRV-JBD-5YR | Warranty, JBOD, Full Service, On Site, 5-Year with transferable service agreement | \$ 1,995.00 | \$ 1,995.00 | | | | | | | |
| 47 | 1 | WAR-SRV-RCK-5YR | Extended Warranty, Rack Server, Full Service On-Site, 5 year with transferable service agreement | \$ 1,995.00 | \$ 1,995.00 | | | | | | | |
| Implementation Services | | | | | | | | | | | | |
| 48 | 1 | SVC-4RE-ONS-400 | System Configuration - 1st Location | \$ 2,200.00 | \$ 2,200.00 | | | | | | | |
| 49 | 37 | SVC-VID-REM-100 | Video System Removal, In-Car (per Unit Charge) | \$ 75.00 | \$ 2,775.00 | | | | | | | |
| 50 | 37 | SVC-4RE-INS-100 | 4RE System Installation, In-Car (per Unit Charge) | \$ 400.00 | \$ 14,800.00 | | | | | | | |
| 51 | | SVC-WGV-ONS-100 | On-Site Service, First Day, per Person | \$ 1,500.00 | \$ - | | | | | | | |
| 52 | | SVC-WGV-ONS-200 | On-Site Service, Additional Day, per Person | \$ 1,000.00 | \$ - | | | | | | | |
| 53 | 1 | FACTORY SERVICE | 5 Year Factory Drive-Up Service | \$0.00 | Included | | | | | | | |
| Total | | | | \$ 429,456.00 | \$ 675.00 | \$ 31,362.00 | \$ 34,890.00 | \$ 39,090.00 | \$ 43,920.00 | \$ 105,570.00 | Warranty option | |

* VISTA year 6 & 7 warranty only available on new BWC model deployed before 5/1/2021

Initial Deployment Total
Five Year Total Cost of Ownership: \$ 579,393.00

Exhibit "J" - Acceptance Form

City of North Richland Hills
WatchGuard Video, Inc.
Purchase and Services Agreement

ACCEPTANCE FORM

Services Delivered: _____

Milestone / Deliverable Ref. #: _____

Milestone / Deliverable Name: _____

Unit Testing Completion Date: _____

Milestone / Deliverable Target Completion Date: _____

Milestone / Deliverable Actual Completion Date: _____

Approval Date: _____

Comments (if needed):

Approved by Contractor:

Approved by Director:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

| For Director Use Only | |
|-----------------------------------|-------|
| Contracted Payment Amount: | _____ |
| Adjustments, including penalties: | _____ |
| Approved Payment Amount: | _____ |
| | |