

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://gsd.mt.gov/>

**T.C. #: SPB11-2002R-A**  
**Title: IN-CAR VIDEO SURVEILLANCE SYSTEMS**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	SEPTEMBER 1, 2016	CONTRACT STATUS	NEW ()
	TO	AUGUST 31, 2017		RENEW (x) 6 <sup>th</sup> Renewal 7 <sup>th</sup> /final Year
VENDOR ADDRESS	WATCHGUARD VIDEO LLC 415 Century Parkway Allen TX 75013		ORDER ADDRESS	
ATTN:	JASON STUCZYNSKI		ATTN:	
PHONE:	972-423-9777		PHONE:	
FAX:	972-423-9778		FAX:	
E-MAIL:	jasons@watchguardvideo.com		E-MAIL:	

PRICES: Per Contract  
 DELIVERY: Per Contract  
 F.O.B.: Per Contract  
 TERMS: Net 30 Days

REMARKS: Per Amendment No. 7.

IFB No.: SPB11-2002R

Rhonda R. Grandy, CONTRACTS OFFICER

DATE: November 1, 2016

**AUTHORIZED SIGNATURE**

**CONTRACT AMENDMENT NO. 7  
CONTRACT FOR IN-CAR VIDEO SURVEILLANCE SYSTEMS  
CONTRACT # SPB11-2002R-A**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Department of Administration, State Procurement Bureau (STATE), located at Room 165 Mitchell Building, 125 North Roberts Street, PO Box 200135, Helena, MT 59620-0135, and Watchguard Video, LLC. (CONTRACTOR), located at 415 Century Parkway, Allen, TX 75013, telephone number 972-423-9777. This Contract is amended for the following purpose(s):

- 1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period September 1, 2016, through August 31, 2017, per the terms, conditions, and prices agreed upon. This is the sixth renewal, seventh and final year of the Contract.

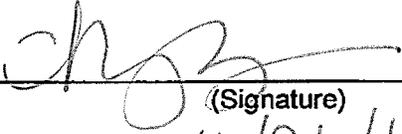
Except as modified above, all other terms and conditions of Contract SPB11-2002R-A remain unchanged.

**STATE OF MONTANA**  
Department of Administration  
PO Box 200135  
Helena, MT 59620-0135

**WATCHGUARD VIDEO, LLC**  
415 Century Parkway  
Allen, TX 75013  
FEDERAL ID # 11-3717781

BY: Cheryl Grey, Administrator  
(Name/Title)

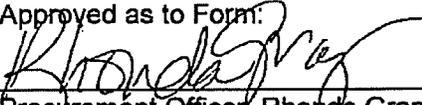
BY: Jason Stuczynski, VP of Strategic Sales  
(Name/Title)

  
(Signature)

  
(Signature)

DATE: 10/26/16

DATE: October 20, 2016

Approved as to Form:  
 10/17/16  
Procurement Officer, Rhonda Grandy (Date)  
State Procurement Bureau

## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

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

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award

(PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcpX>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

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

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 2/10

## SECTION 1: GENERAL REQUIREMENTS

### **1.0 INTRODUCTION**

The STATE OF MONTANA, State Procurement Bureau (hereinafter referred to as "the State") is issuing this contract for In-Car Video Surveillance Systems to WatchGuard Video, LLC. A more complete description of the supplies sought is provided in Section 4 of this contract. The contractor must comply with the instructions and procedures contained herein. The main user of this contract will be the Department of Justice, Montana Highway Patrol. The purpose of this Term Contract is to secure uniform pricing, for a specified time, for equipment to be purchased on an "as-needed if needed" basis. The State does not guarantee the purchase of a specified number of In-Car Video Camera Surveillance Systems.

The Term Contract is available to all law enforcement agencies across the State of Montana. The State intends to make available as wide a range of products as possible so using agencies will be able to choose the system and functions that best meets their needs.

### **1.1 CONTRACT TERM**

The contract term is for a period of one year beginning September 1, 2015 and ending August 31, 2016. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

## SECTION 2: DELIVERY REQUIREMENTS

### **2.0 DELIVERY REQUIREMENTS**

**2.0.2 Requested Delivery Date.** The contractor shall deliver all items described in this contract as soon as possible but no later than 30 days after receipt of purchase order from the State of Montana, unless agreed upon by the end user and the contractor.

**2.0.3 Shipping.** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point of delivery.

**2.0.4 Delivery Location.** Unless otherwise specified on the order, the delivery location will be as follows:

Montana Highway Patrol  
2550 Prospect Ave  
Helena, MT 59620

## **2.1 DELIVERY**

**2.1.1 Delivery Time.** All ordered products are to be delivered within 30 days from the date of receipt of an order. Failure to meet the 30-day delivery schedule may result in cancellation of the order and/or this contract.

**2.1.2 Delivery Notification.** If the contractor is unable to meet the maximum delivery schedule of 30 days, the ordering agency must be notified and an alternate delivery schedule may be mutually agreed upon.

**2.1.3 Alternate Delivery.** Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.

## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **3.0 PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

### **3.1 NONEXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Nonexclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

### **3.2 COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

### **3.3 TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 1, 2011.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

### **3.4 MEETINGS**

The contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The contractor will be given a

minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **3.5 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

### **3.6 INSURANCE REQUIREMENTS**

**3.6.1 General Requirements.** The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**3.6.2 Primary Insurance.** The contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

**3.6.3 Specific Requirements for Commercial General Liability.** The contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products, and completed operations; premises owned, leased, occupied, or used.

**3.6.4 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the contractor, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**3.6.5 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

### **3.7 INTELLECTUAL PROPERTY**

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use,

### **3.8 PATENT AND COPYRIGHT PROTECTION**

**3.8.1 Third Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the contractor. The contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the contractor's expense. The contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**3.8.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the contract has been breached.

### **3.9 TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the contractor for the additional resources the contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

### **3.10 CONTRACT TERMINATION**

**3.10.1 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract for failure of the contractor to perform any of the services, duties, or conditions contained in this contract after giving the contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 15 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**3.10.2 Reduction of Funding.** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.).

<b>SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE</b>
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**4.0 SPECIFIC BRAND**

This contract is prepared for the WatchGuard product only. Only the products listed below are designated for this contract.

**4.1 PRICES**

**4.1.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

**4.1.2 Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement only. Cost increases must be submitted to the State Procurement Bureau upon renewal only. The request must be submitted on or before March 15<sup>th</sup> of the renewal year. Requests submitted after that date may be denied.

**4.2 ORDERING**

Agencies shall order directly from the contractor in accordance with the terms and conditions of this contract. Orders shall reflect contract prices in effect on the date of order issuance. Agencies shall use the following ordering procedures. The State reserves the right to change these ordering procedures as needed.

**4.2.1 Ordering Methods.** Orders may be placed by telephone, e-mail, or by mailing or faxing a purchase order or other appropriate order document to the contractor.

**4.2.2 Telephone Order Requirements.** If orders are placed by telephone, they must be followed by a mailed or faxed purchase order or other appropriate order document.

**4.2.3 Order Requirements.** Purchase orders or other appropriate order documents must include part number(s), quantity, price, ship to address and bill to address, and must reference this Term Contract number.

**4.2.4 Product Information.** The contractor will provide requesting agencies with a complete product listing, or maintain a website with the following information on In-Car Video Camera Surveillance Systems, accessories and supplies: item description, part number, contract price, link to manufacturer information (if applicable).

**4.2.5 New Products and Prices.** New products and their contract prices will not be made available on the web site until the contractor has gone through the procedures outlined in Section 4.4.1.

**4.3 ADDITION/DELETION PROCEDURE**

New products or upgrades within the intent of this term contract and the contract product line may be added. Obsolete, discontinued, or products no longer required by the State may be deleted. The procedure to be used to add or delete products for this contract, and thereby requesting a contract modification, are:

**4.3.1 New Products/Deletions.** The contractor may propose new products/deletions by sending a letter, with an attached listing of the product to be added/deleted and applicable new product

specification/performance information, to the State Procurement Bureau. All additions and deletions affecting the current term contract must be provided at least 30 days prior to the requested effective date of the revision(s).

**4.3.2 Approval/Rejection.** Approval/rejection of the request will be performed within approximately 15 days and will be implemented by a letter to the contractor signed by a State Procurement Bureau representative.

**4.3.3 Support and Replacement.** Support and replacement parts of discontinued products must be available for three years after a product is officially deleted from this contract.

#### **4.4 PRODUCT SPECIFICATIONS**

**4.4.1 Production Model.** The basic design of all equipment offered shall be in full commercial production. No prototype models will be considered prior to the bid opening.

**4.4.2 Product Testing.** The procuring agency may request sample units and test its acceptable level of performance. Emphasis will be placed on the system's ability to maintain consistent recording quality.

#### **4.5 PRODUCT PRICING**

**4.5.1 Price Protection.** This term contract provides price protection by establishing the price for products and services as specified in the contractor response to SPB11-2002R for the term of this contract.

**4.5.2 Price Reductions.** Price reductions will be accepted throughout the term of this contract. The contractor shall reduce the contract price of any product initially provided or added by at least the same percentage as any manufacturer's or distributor's dealer price reduction. The intent of this requirement is to insure that the State maintains a competitive price relative to the market price throughout the term of this contract and thereby insure utilization of this agreement for the benefit of both the State and the contractor. If contract prices do not remain competitive with the market for the products and services provided through this term contract, the Department may elect to terminate this contract.

#### **4.6 SPECIFICATIONS AND PRICING SCHEDULE**

The State is seeking a price quote for base models only. The Montana Highway Patrol will choose options upon ordering. If more than one model is available for purchase, bidder may submit pricing for that unit with no options listed. Bidders who list options along with the base pricing may be deemed non-responsive. The State reserves the right negotiate optional equipment and pricing for optional equipment. If the manufacturer offers a discount for volume purchases, the bidder must include cost on a separate line. Bids will be accepted from the three manufactures listed below. All other bids will be rejected.

##### **4.6.1 WATCHGUARD.**

##### **CopVu Wearable Camera System**

Base unit with no options: \$895.00 (Ten or more: \$845.00)

##### **DV-1 Overhead Video System**

Base unit with no options: \$4,846.00

##### **DV-1 Overhead System**

Base unit with no options: \$4,846.00 (Ten or more: \$4,794.00)

##### **DV-1 Modular Version Video System**

Base unit with no options: \$4,970.00

##### **DV-1 Modular System**

Base unit with no options: \$4,970.00 (Ten or more: \$4,934.00)

##### **4RE In-Car System**

Base unit with no options: \$5,495.00 (Ten or more: \$5,395.00)

**4.8 EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF ADMINISTRATION

WATCHGUARD VIDEO LLC  
3001 SUMMIT AVE  
PLANO, TX 75074

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Content:

\_\_\_\_\_  
Legal Counsel (Date)  
Agency: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Procurement Officer (Date)  
State Procurement Bureau