



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **17**
to
Contract Number **180000001059**

CONTRACTOR	Motorola Solutions, Inc (fka WatchGuard Video, Inc.)
	500 W. Monroe St.
	Chicago, IL 60661
	Melanie Leenhouts
	616-706-1723
	melanie.leenhouts@motorolasolutions.com
	CV0001770

STATE	Program Manager	Andrew Richards	MSP
		517-897-3947	
		RichardsA4@michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		December 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	120 Days	April 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$23,500,000.00	\$0.00		\$23,500,000.00	
DESCRIPTION				
Effective December 19, 2023, this contract is hereby extended 120 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is April 30, 2024. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on December 19, 2023.				



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CONTRACT CHANGE NOTICE

Change Notice Number **16**
to
Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.	STATE	Program Manager	Andrew Richards	MSP
	500 W. Monroe St.			517-897-3947	
	Chicago, IL 60661			RichardsA4@michigan.gov	
	Melanie Leenhouts		Contract Administrator	Nichole Harrell	DTMB
	616-706-1723			517-636-0313	
	melanie.leenhouts@motorolasolutions.com			harrelln@michigan.gov	
	CV0001770				

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		December 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,500,000.00	\$5,000,000.00		\$23,500,000.00	
DESCRIPTION				
Effective November 14, 2023, this Contract is hereby increased by \$5,000,000.00 for Michigan State Police (MSP) use. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on November 14, 2023.				



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CONTRACT CHANGE NOTICE

Change Notice Number **15**
 to
 Contract Number **180000001059**

CONTRACTOR	Motorola Solutions, Inc (fka WatchGuard Video, Inc.)	STATE	Program Manager	Andrew Richards	MSP
	500 W Monroe St.			517-897-3947	
	Chicago, IL 60661		Contract Administrator	RichardsA4@michigan.gov	
	Melanie Leenhouts			Nichole Harrell	DTMB
	616-706-1723			517-449-9245	
	melanie.leenhouts@motorolasolutions.com			harrelln@michigan.gov	
	CV0001770				

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		December 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,500,000.00	\$0.00		\$18,500,000.00	
DESCRIPTION				
Effective October 12, 2023, this Contract is amended as follows:				
1) V700 item numbers for body cameras, options, and related services are added to this Contract, per attached revised Schedule 5 Pricing:				
WGB-0740A : V700 Body Worn Camera, Verizon Ready - \$1,011.43 each				
WGP02798-KIT : V700 Magnetic Mount with BWC Box - Included				
LSV07I03510A : Essential Software Support and Hardware Repair (3 Year Term)				
Included				
SWV07S03593A : Software Enhancements (3 Year Term) - Included				
WGP02950 : VG700 Battery, 3.8V, 4180MAH, Removable - \$99.00 each				
2) Contract Terms, Section 25.5 Notices and Schedule A - Statement of Work, Section 11.1 Key Personnel, have been revised to include the following Vendor personnel changes (see attached documents).				

Contractor Contact Representative, formerly Sarah Saunders, has been updated to:

Melanie Leenhouts
616-706-1723
melanie.leenhouts@motorolasolutions.com

Vice President of Sales (new):

Norberto Colon
MSSSI Vice President of Sales
norberto.colon@motorolasolutions.com

3) Contractor address has been updated to the following:

Motorola Solutions, Inc. (fka WatchGuard Video, Inc.)
500 W Monroe St.
Chicago, IL 60661

All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.

Revised Via CN #15, Effective 10/12/2023

Revision to Standard Contract Terms.

Personnel update to Section 25.5 Notices highlighted below:

25.5 **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
See Contract Administrator information shown below.	Melanie Leenhouts 500 W. Monroe St. Chicago, IL 60661 Melanie.leenhouts@motorolasolutions.com 616-706-1723

Contract Administrator. The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Nichole Harrell 320 S. Walnut St. Lansing, MI 48933 Harrelln@michigan.gov 517-449-9245	Melanie Leenhouts 500 W. Monroe St. Chicago, IL 60661 Melanie.leenhouts@motorolasolutions.com 616-706-1723

Program Manager. The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Andrew Richards 7150 Harris Drive Dimondale, MI 48821 RichardsA4@michigan.gov 517-242-2560	Melanie Leenhouts 500 W. Monroe St. Chicago, IL 60661 Melanie.leenhouts@motorolasolutions.com 616-706-1723

Revised Via CN #15, Effective 10/12/2023

Revision to Schedule A – Statement of Work.

Personnel update to Section 11.1 Key Personnel highlighted below:

11. Staffing

11.1. Key Personnel

The Contractor must appoint one Project Manager who will be directly responsible for the day-to-day operations of the Contract and other Key Personnel to support this Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within one business day.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

Contractor Contract Administrator:

Melanie Leenhouts
500 W. Monroe St.
Chicago, IL 60661
melanie.leenhouts@motorolasolutions.com
616-706-1723

Vice President of Sales:

Norberto Colon
500 W. Monroe St.
Chicago, IL 60661
norberto.colon@motorolasolutions.com



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5

PRICING (Revised 10/12/23– Change Notice #15)
New Product(s) are highlighted.

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

**1. PRICING METHODOLOGY - Michigan State Police**

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	<p>4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi</p> <p>Includes:</p> <p>Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges</p>	\$7,001.30
4RE-VS3-BUN-MSP	<p>4RE High Definition In-Car Video System with Integrated VISTA XLT</p> <p>Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges</p>	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WGB-0700A	M500 Complete System including: 4.3" x 5.7" Display HD Front Camera Cabin Camera DVR 1TB SSD Universal Mount Video, Power Input Cables 2 Cabin Mics GPS antenna Includes Mounting Brackets, cabling and installation hardware. 5-Year warranty on ALL in-car components Shipping Charges	\$5,357.81
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
MIC-WRL-KIT-1v2	Option 4 - Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna)	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes:</i> <i>Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes:</i> <i>Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
V300 Body Worn Camera, Options, and Related Services		



<div>WATCH GUARD</div>		
VIS-300-BWC-001	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware and One (1) year standard warranty	\$947.68
VIS-300-BWC-002	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware, Two (2) Year warranty on ALL components	\$1,022.68
BW-ACK-V3-TS	V300 Transfer Station II with Power Supply and Cables. <ul style="list-style-type: none"> • V300 Transfer Station II • TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB • includes kit with Power Supply and Cables. 	\$1,324.10
WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	\$99.00
IV-ACK0BD-V3---	V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. <ul style="list-style-type: none"> • V300 WiFi In-car Radio Base Bundle • WiFi Charging Radio Base • Smart PoE Switch • Cables and Brackets 	\$500.00
WGA00640-KIT1	V300 Base Assembly, USB Desktop Dock	\$95.00
WGA00640-KIT2	V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets	\$249.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and brackets	\$295.00
WGW00300-003	Warranty, V300 3 Year, No-Fault	\$450.00
WGW00300-002	Extended Warranty, V300, Two Years (1 year standard + 1 year extended) – Optional	\$240.00
WGW00300-004	Warranty, V300, 4th Year, (requires No Fault Warranty)	\$180.00
WGW00300-005	Warranty, V300, 5th Year, (requires No Fault Warranty)	\$235.00
EVC-Dock-Install	Installation of (1) HiFi Mic Dock or (1) V300 In-Vehicle Dock	\$100.00
VIS-300-MNT-KIT	V300 Camera Mount: Magnetic Center Mount with quick release levers	\$69.00
VIS-300-MOL-KIT	V300 Camera Mount: MOLLE mount	\$50.00
VIS-300-ROT-SHRT	V300 Camera Mount; Shirt Clip rotatable	\$60.00
WGP03085	V300, Jacket Magnet Mount Assembly	\$120.00
V700 Body Worn Camera, Options, and Related Services		
WGB-0740A	V700 Body Camera Includes: <ul style="list-style-type: none"> • Magnetic Mount with BWC Box • Essential Software Support and Hardware Repair (3 Year) Software Enhancements (3 Year)	\$1,011.43
WGP02950	V700 Battery, 3.8V, 4180MAH, Removable	\$99.00
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	



WATCH GUARD

KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00
WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00
HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00

REDACTIVE Software:

WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.

Servers:

WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.

Contact WatchGuard if a server is needed for more than 36 concurrent DVR's

WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
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CLOUD STORAGE SERVICES

EvidenceLibrary Cloud Storage Services – Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.

During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:

- An annual payment of \$300.00 for unlimited cloud storage per DVR; and
- The lesser of \$85.00 per DVR or \$110,500.00.

WARRANTIES AND MAINTENANCE



WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27
WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27
WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00
SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
WGWW00502	M500 Extended 5-Year Warranty	\$1,139.25
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50



VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



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CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
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Change Notice Number **14**
to
Contract Number **180000001059**

CONTRACTOR	Motorola Solutions Inc.	STATE	Program Manager	Andrew Richards	MSP
	415 E. Exchange Parkway			517-897-3947	
	Allen, TX 75002			RichardsA4@michigan.gov	
	Sarah Saunders		Contract Administrator	Nichole Harrell	DTMB
	972-523-3363			517-636-0313	
	sarah.saunders@motorolasolutions.com			harrelln@michigan.gov	
	CV0001770				

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	August 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	120 Days	December 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,500,000.00	\$0.00		\$18,500,000.00	
DESCRIPTION				
Effective August 31, 2023, this contract is hereby extended 120 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is December 30, 2023.				
Contractor is hereby updated to Motorola Solutions, Inc.				
All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**
to
Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
	CV0001770

STATE	Program Manager	Andrew Richards	MSP
		517-897-3947	
		RichardsA4@michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	May 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	90 Days	August 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,500,000.00	\$0.00		\$18,500,000.00	
DESCRIPTION				
Effective May 31, 2023, this contract is hereby extended 90 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is August 30, 2023. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **12**
to
Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		May 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,500,000.00	\$5,000,000.00	\$18,500,000.00		
DESCRIPTION				
Effective April 11, 2023, this Contract is hereby increased by \$5,000,000.00 and several items are being added to the Contract as noted in revised Schedule B-Pricing and Schedule C - Specifications, as attached. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and agency agreement, DTMB Central Procurement approval and Ad Board approval on April 11, 2023.				



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5

PRICING (Revised 4/11/2023– Change Notice #12)
New Product(s) are highlighted.

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.


1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini ZoomSeparate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WGB-0700A	M500 Complete System including: 4.3" x 5.7" Display HD Front Camera Cabin Camera DVR 1TB SSD Universal Mount Video, Power Input Cables 2 Cabin Mics GPS antenna Includes Mounting Brackets, cabling and installation hardware. 5-Year warranty on ALL in-car components Shipping Charges	\$5,357.81
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
MIC-WRL-KIT-1v2	Option 4 - Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna)	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes:</i> <i>Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes:</i> <i>Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
V300 Body Worn Camera, Options, and Related Services		



WATCH GUARD

VIS-300-BWC-001	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware and One (1) year standard warranty	\$947.68
VIS-300-BWC-002	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware, Two (2) Year warranty on ALL components	\$1,022.68
BW-ACK-V3-TS	V300 Transfer Station II with Power Supply and Cables. <ul style="list-style-type: none"> • V300 Transfer Station II • TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB • includes kit with Power Supply and Cables. 	\$1,324.10
WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	\$99.00
IV-ACK0BD-V3---	V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. <ul style="list-style-type: none"> • V300 WiFi In-car Radio Base Bundle • WiFi Charging Radio Base • Smart PoE Switch • Cables and Brackets 	\$500.00
WGA00640-KIT1	V300 Base Assembly, USB Desktop Dock	\$95.00
WGA00640-KIT2	V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets	\$249.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and brackets	\$295.00
WGW00300-003	Warranty, V300 3 Year, No-Fault	\$450.00
WGW00300-002	Extended Warranty, V300, Two Years (1 year standard + 1 year extended) – Optional	\$240.00
WGW00300-004	Warranty, V300, 4th Year, (requires No Fault Warranty)	\$180.00
WGW00300-005	Warranty, V300, 5th Year, (requires No Fault Warranty)	\$235.00
EVC-Dock-Install	Installation of (1) HiFi Mic Dock or (1) V300 In-Vehicle Dock	\$100.00
VIS-300-MNT-KIT	V300 Camera Mount: Magnetic Center Mount with quick release levers	\$69.00
VIS-300-MOL-KIT	V300 Camera Mount: MOLLE mount	\$50.00
VIS-300-ROT-SHRT	V300 Camera Mount; Shirt Clip rotatable	\$60.00
WGP03085	V300, Jacket Magnet Mount Assembly	\$120.00
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00

WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00



WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00
HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00

REDACTIVE Software:

WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.

Servers:

WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.

Contact WatchGuard if a server is needed for more than 36 concurrent DVR's

WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
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CLOUD STORAGE SERVICES

EvidenceLibrary Cloud Storage Services – Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.

During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:

- An annual payment of \$300.00 for unlimited cloud storage per DVR; and
- The lesser of \$85.00 per DVR or \$110,500.00.

WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27



WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27
WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00
SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
WGWW00502	M500 Extended 5-Year Warranty	\$1,139.25
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10



VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		January 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum delivery requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	120 Days	May 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,500,000.00	\$0.00		\$13,500,000.00	
DESCRIPTION				
Effective January 31, 2023, this contract is hereby extended 120 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is May 30, 2023.				
The following item is added to this Contract, per attached revised Schedule 5 Pricing:				
Heavy Jacket Magnetic Mount				
Part Number WGP03085 Jacket Magnet Mount Assembly, V300 - \$96.00 each				
All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.				



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5

PRICING (Revised 1/30/2023 – Change Notice #11)
New Product(s) are highlighted.

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.



1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini ZoomSeparate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
MIC-WRL-KIT-1v2	Option 4 - Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna)	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
V300 Body Worn Camera, Options, and Related Services		
VIS-300-BWC-001	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware and One (1) year standard warranty	\$947.68
VIS-300-BWC-002	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware, Two (2) Year warranty on ALL components	\$1,022.68
BW-ACK-V3-TS	V300 Transfer Station II with Power Supply and Cables. • V300 Transfer Station II • TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB • includes kit with Power Supply and Cables.	\$1,324.10
WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	\$99.00



WATCH GUARD

IV-ACK0BD-V3---	V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. <ul style="list-style-type: none"> • V300 WiFi In-car Radio Base Bundle • WiFi Charging Radio Base • Smart PoE Switch • Cables and Brackets 	\$500.00
WGA00640-KIT1	V300 Base Assembly, USB Desktop Dock	\$95.00
WGA00640-KIT2	V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets	\$249.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and brackets	\$295.00
WGW00300-003	Warranty, V300 3 Year, No-Fault	\$450.00
WGW00300-002	Extended Warranty, V300, Two Years (1 year standard + 1 year extended) – Optional	\$240.00
WGW00300-004	Warranty, V300, 4th Year, (requires No Fault Warranty)	\$180.00
WGW00300-005	Warranty, V300, 5th Year, (requires No Fault Warranty)	\$235.00
EVC-Dock-Install	Installation of (1) HiFi Mic Dock or (1) V300 In-Vehicle Dock	\$100.00
VIS-300-MNT-KIT	V300 Camera Mount: Magnetic Center Mount with quick release levers	\$69.00
VIS-300-MOL-KIT	V300 Camera Mount: MOLLE mount	\$50.00
VIS-300-ROT-SHRT	V300 Camera Mount; Shirt Clip rotatable	\$60.00
WGP03085	V300, Jacket Magnet Mount Assembly	\$96.00
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00

WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00



HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00

REDACTIVE Software:

WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.

Servers:

WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.

Contact WatchGuard if a server is needed for more than 36 concurrent DVR's

WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
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CLOUD STORAGE SERVICES

EvidenceLibrary Cloud Storage Services – Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.

During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:

- An annual payment of \$300.00 for unlimited cloud storage per DVR; and
- The lesser of \$85.00 per DVR or \$110,500.00.

WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27
WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27
WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00



SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring</i> <i>Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and</i> <i>system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for</i> <i>MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP</i> <i>building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25



VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to
Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLIC				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	October 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum delivery requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	90 Days	January 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,500,000.00	\$0.00		\$13,500,000.00	
DESCRIPTION				
Effective October 31, 2022, this contract is hereby extended 90 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is January 30, 2023. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**
 to
 Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
CV0001770	

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLIC				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		July 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card		<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum delivery requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	60 Days	October 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,000,000.00	\$500,000.00		\$13,500,000.00	
DESCRIPTION				
Effective August 2, 2022, this contract is hereby increased by \$500,000.00. Additionally, this contract is extended 60 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is October 30, 2022. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval and Ad Board approval on August 2, 2022.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY

PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year	April 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery.	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

There is no Minimum Delivery Requirement.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	90 Days	July 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$2,000,000.00	\$13,000,000.00		

DESCRIPTION

Effective April 26, 2022, this contract is hereby increased by \$2,000,000.00. Additionally, this contract is hereby extended 90 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is July 30, 2022. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval and Ad Board approval on April 26, 2022.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**
 to
 Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Sarah Saunders
	972-523-3363
	sarah.saunders@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	January 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	90 Days	April 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective December 21, 2021, this contract is hereby extended 90 days per the NASPO ValuePoint master agreement OK-MA-145-010. The revised contract expiration date is April 30, 2022.				
Please note, the Contractor contact has been updated to:				
Sarah Saunders sarah.saunders@motorolasolutions.com 972-523-3363				
All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement approval.				

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Giles Tipsword
	(480) 512-9337
	giles.tipsword@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		January 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective May XX, 2021, V300 item numbers for body cameras, options, and related services are added to this Contract, per attached revised Schedule 5 Pricing:				
VIS-300-BWC-001 - V300 Body Camera				
VIS-300-BWC-002 - V300 Body Camera				
BW-ACK-V3-TS - V300 Transfer Station II with Power Supply and Cables.				
WGP02614 - V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh				
IV-ACK-BD-V3--- - V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch.				
WGA00640-KIT1 - V300 Base Assembly, USB Desktop Dock				
WGA00640-KIT2 - V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets				
VIS-300-VEH-002 - V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets				
WGW00300-003 - Warranty, V300 3 Year, No-Fault				
WGW00300-002 - Extended Warranty, V300, Two Years (1 year standard + 1 year extended) – Optional				

WGW00300-004 - Warranty, V300, 4th Year, (requires No Fault Warranty)
WGW00300-005 - Warranty, V300, 5th Year, (requires No Fault Warranty)
EVC-Dock-Install - Installation of (1) HiFi Mic Dock or (1) V300 In-Vehicle Dock
VIS-300-MNT-KIT - V300 Camera Mount: Magnetic Center Mount with quick release levers
VIS-300-MOL-KIT - V300 Camera Mount: MOLLE mount
VIS-300-ROT-SHRT - V300 Camera Mount; Shirt Clip rotatable

In addition, The Regional Sales Manager appointed by the Contractor specified in Section 11.1 Key Personnel has been changed to Giles Tipsword and the State of Michigan Contract Administrator has been changed to Steve Motz.

Section 25.5 Notices of the Contract Terms, has been updated to reflect these changes:

Giles Tipsword
MSSSI Vice President of Sales - North America
WatchGuard
415 E Exchange Pkwy
Allen, TX 75002-2616
Cell Phone: (480) 512-9337
Email: giles.tipsword@motorolasolutions.com

Steve Motz
DTMB, Central Procurement Services
Constitution Hall, 1st Floor, NE
525 West Allegan St.
Lansing, MI 48933
Cell Phone: (517) 331-6086
Email: Motzs1@michigan.gov

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5 PRICING

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.



1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini ZoomSeparate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
MIC-WRL-KIT-1v2	Option 4 - Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna)	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
V300 Body Worn Camera, Options, and Related Services		
VIS-300-BWC-001	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware and One (1) year standard warranty	\$947.68
VIS-300-BWC-002	V300 Body Camera Includes: Camera, Rechargeable Battery, Mounting Hardware, Two (2) Year warranty on ALL components	\$1,022.68
BW-ACK-V3-TS	V300 Transfer Station II with Power Supply and Cables. • V300 Transfer Station II • TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB • includes kit with Power Supply and Cables.	\$1,324.10
WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	\$99.00



WATCH GUARD

IV-ACK0BD-V3---	V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. <ul style="list-style-type: none"> • V300 WiFi In-car Radio Base Bundle • WiFi Charging Radio Base • Smart PoE Switch • Cables and Brackets 	\$500.00
WGA00640-KIT1	V300 Base Assembly, USB Desktop Dock	\$95.00
WGA00640-KIT2	V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets	\$249.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl, Cables and brackets	\$295.00
WGW00300-003	Warranty, V300 3 Year, No-Fault	\$450.00
WGW00300-002	Extended Warranty, V300, Two Years (1 year standard + 1 year extended) – Optional	\$240.00
WGW00300-004	Warranty, V300, 4th Year, (requires No Fault Warranty)	\$180.00
WGW00300-005	Warranty, V300, 5th Year, (requires No Fault Warranty)	\$235.00
EVC-Dock-Install	Installation of (1) HiFi Mic Dock or (1) V300 In-Vehicle Dock	\$100.00
VIS-300-MNT-KIT	V300 Camera Mount: Magnetic Center Mount with quick release levers	\$69.00
VIS-300-MOL-KIT	V300 Camera Mount: MOLLE mount	\$50.00
VIS-300-ROT-SHRT	V300 Camera Mount; Shirt Clip rotatable	\$60.00
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00

WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00



HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00

REDACTIVE Software:

WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.

Servers:

WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.

Contact WatchGuard if a server is needed for more than 36 concurrent DVR's

WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
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CLOUD STORAGE SERVICES

EvidenceLibrary Cloud Storage Services – Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.

During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:

- An annual payment of \$300.00 for unlimited cloud storage per DVR; and
- The lesser of \$85.00 per DVR or \$110,500.00.

WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27
WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27
WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00



SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring</i> <i>Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and</i> <i>system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for</i> <i>MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP</i> <i>building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25



VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.	STATE	Program Manager	Sgt. Roger Hunt	MSP
	415 E. Exchange Parkway			989-818-2225	
	Allen, TX 75002		Contract Administrator	huntr4@Michigan.gov	
	Troy Montgomery			Sue Cieciva	DTMB
	214-973-9681			(517) 249-0458	
	troy.montgomery@motorolasolutions.com			ciecivas@michigan.gov	
	CV0001770				

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	January 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective February 1, 2021, the State is exercising the third option year. The revised Contract expiration date is January 31, 2022.				
Effective November 19, 2020, the following change is made to Schedule 1, Statement of Work and in accordance with the Contract Terms, Section 5.3 Contractor's Key Personnel, paragraph (a):				
The Regional Sales Manager appointed by the Contractor specified in Section 11.1 Key Personnel has been changed to:				
Regional Sales Manager and Director of Sales:				
Troy Montgomery				
Email: troy.montgomery@motorolasolutions.com				
Cell Phone: (214) 973-9681				
Fax: (972) 423-9778				
In addition, Section 25.5 Notices of the Contract Terms, if to Contractor, has been changed to:				

Troy Montgomery
WatchGuard, Inc.
415 Century Parkway
Allen, TX 75002
Email: troy.montgomery@motorolasolutions.com

All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Dave Lowry
	317-254-5676
	dave@enforcementproducts.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Sue Ciecwa	DTMB
		(517) 249-0458	
		ciecwas@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		January 31, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective September 8, 2020, the following item is added to this Contract, per attached revised Schedule 5 Pricing:				
<u>Wireless Transmission Options – Pick One Per System Ordered</u>				
Part Number MIC-WRL-KIT-1v2 Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3’ + 12’ antenna) \$555.00 each.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.				



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5 PRICING

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.


1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini ZoomSeparate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
MIC-WRL-KIT-1v2	Option 4 - Hi-Fi Microphone Kit 1v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna)	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00

WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00



WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00
HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00

REDACTIVE Software:

WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.

Servers:

WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.

Contact WatchGuard if a server is needed for more than 36 concurrent DVR's

WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
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CLOUD STORAGE SERVICES

EvidenceLibrary Cloud Storage Services – Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.

During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:

- An annual payment of \$300.00 for unlimited cloud storage per DVR; and
- The lesser of \$85.00 per DVR or \$110,500.00.

WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27



WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27
WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00
SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00



VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **180000001059**

CONTRACTOR	WATCHGUARD VIDEO, INC.
	415 E. Exchange Parkway
	Allen, TX 75002
	Dave Lowry
	317-254-5676
	dave@enforcementproducts.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Sue Cieciva	DTMB
		(517) 249-0458	
		ciecivas@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	January 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☒ P-Card ☒ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		January 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				

Effective June 11, 2020, the following amendment is incorporated into this Contract per attached Cloud Storage Services Agreement (22 pgs.) and revised Schedule 5 Pricing. This change includes the following:

Cloud Storage Services Agreement
 Exhibit A - Services, Service Allocation and Fees
 Exhibit B - Service Level Agreement for EvidenceLibrary.com
 Exhibit C - Data Security Requirements
 Exhibit D - Federal Bureau of Investigation Criminal Justice Information Services Security Addendum

Contract Terms, Section 25.13 Nondiscrimination is hereby changed to:
 25.13 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any

mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Please note the Contractor's name is changed to WatchGuard Video, Inc. and the Contractor's address is changed to 415 E. Exchange Parkway, Allen, TX 75002.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.



CLOUD STORAGE SERVICES AGREEMENT

This Services Agreement (this "**Agreement**"), effective as of June 11, 2020 (the "**Effective Date**"), is by and between WatchGuard Video, Inc., a Delaware corporation with offices located at 415 E. Exchange Parkway, Allen, TX 75002 ("**Provider**", "**we**" or "**us**") and the State of Michigan ("**Customer**" or "**you**").

WHEREAS, Provider provides access to cloud-based data storage services to its customers; and

"WHEREAS" Provider and Customer are parties to a Software and Hardware Contract effective as of August 15, 2018 (the "**Contract**"); and

WHEREAS, Customer desires to access the services described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement and the Contract.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meaning ascribed to them in the Contract.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

"Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

"Confidential Information" has the meaning set forth in Section 9.1.

"Criminal Justice Information Data" or "**CJI Data**" means data necessary for criminal justice agencies to perform their mission and enforce laws.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or

through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"Customer Failure" has the meaning set forth in Section 4.2.

"Customer Indemnitee" has the meaning set forth in Section 12.1.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Disclosing Party" has the meaning set forth in Section 9.1.

"Documentation" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Downtime" has the meaning set forth in Exhibit B.

"Fees" has the meaning set forth in Section 8.1.

"Force Majeure Event" has the meaning set forth in Section 15.9.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement..

"Indemnitee" has the meaning set forth in Section 12.3.

"Indemnitor" has the meaning set forth in Section 12.3.

"Initial Term" has the meaning set forth in Section 14.1.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Microsoft" means Microsoft Corporation, which operates the Azure data centers within which the Customer Data is stored.

"Monthly Uptime Percentage" has the meaning set forth in Exhibit B.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"Provider Materials" means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Provider Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

"Receiving Party" has the meaning set forth in [Section 9.1](#).

"Renewal Term" has the meaning set forth in [Section 14.2](#).

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Resultant Data" means data and information related to Customer's use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services. For the avoidance of doubt, Resultant Data does not include Customer Data.

"Service Credit" has the meaning set forth in [Exhibit B](#).

"Service Level" has the meaning set forth in [Exhibit B](#).

"Services" means the cloud-based data storage services described in [Exhibit A](#).

"Subcontractor" has the meaning set forth in [Section 2.7](#).

"Support Services" has the meaning set forth in Section 5.4.

"Term" has the meaning set forth in Section 14.2.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider. Third Party Materials shall not include materials or information of or provided by a Subcontractor; provided, that such Subcontractor materials will not be considered to be proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. Any proposed change or alteration to the Services shall be governed by the change control process set forth in Section 1.2 of the Contract; provided, that we may make changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. Provided further, that any such change or alteration we make shall not decrease, limit, or eliminate any of the fundamental elements of the Services during the Term without your prior approval. We will notify you of any

proposed material change to the Services or Provider Materials.

(b) Changes to this Agreement. Any proposed revision, update, supplement, or amendment to this Agreement shall be governed by the change control process set forth in Section 1.2 of the Contract.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a “**Subcontractor**”), provided that at all times we shall remain responsible for the performance of any such Subcontractor and the provision of the Services.

2.8 Suspension or Termination of Services. We may, directly or indirectly, by any lawful means, suspend, terminate, or otherwise deny your, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement or the Contract.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that knowingly contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;
- (h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;
- (i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or
- (j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with

the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the designated level(s) of usage and data storage available for Customer Data (each a “**Service Allocation**”). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation; and (b) you are not entitled to any Service Credits for periods during which your use of the Services exceeds your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

3.3 Data Storage. The Customer Data will be stored in a secure, general purpose storage account in a Microsoft Azure data center (“**Microsoft**” and “**MS Data Center**”) that is located within the United States and that will be compliant with the FBI’s Criminal Justice Information Services (“**CJIS**”) requirements and in compliance with Exhibit C of this Agreement. You agree that we may transfer the Customer Data to the MS Data Center; provided, however, that except as otherwise provided in this Agreement, you shall retain all right, title and interest in and to the Customer Data at all times, wherever located or stored, and whether in transit or at rest. In the event that our agreement with Microsoft terminates or for any reason we are unable to continue to provide the Services through a MS Data Center, with prior consultation with you, we will provide substantially equivalent services to you through alternative data storage means.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems to the extent necessary for Provider to perform the Services in accordance with the Contract and this Agreement; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data .

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused by your delay in performing, or failure to perform, any of your obligations under this Agreement (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services available as set forth in Exhibit B.

5.2 Service Level Failures .Deleted.

5.3 Downtime. Deleted.

5.4 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. Throughout the Term and at all times in connection with our actual or required performance of the Services, we will: maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (**RPO**) of 15 minutes, and a Recovery Time Objective (**RTO**) of eight hours (the "**DR Plan**") and implement such DR Plan in the event of any unplanned interruption of the Services. Our current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan, will be provided to the State as soon as the Contractor is FedRAMP Certified. We will (i) test, review and update the DR Plan on at least an annual basis using industry best practices as guidance; (ii) provide you with copies of all such updates to the DR Plan within fifteen (15) days of its adoption, provided that all updates to the DR Plan are subject to the requirements of this Section 6; and (iii) provide you with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after our receipt or preparation. If, after reasonable efforts, we fail to reinstate all material Services within the periods of time set forth in the DR Plan, you may, in addition to any other remedies available under this Agreement or the Contract, in your sole discretion, immediately terminate this Agreement as a non-curable default under this Agreement or the Contract.

7. Security.

7.1 Provider Systems and Security Obligations. Throughout the Term and at all times in connection with our actual or required performance of the Services, we will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to our or our Subcontractor's Processing of Customer Data and Confidential Information that comply in all material respects with the requirements of your data security policies as set forth in Exhibit C.

7.2 Data Privacy. We will only access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you reasonable advance notice of any such legal requirement or order.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("**ITAR**") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, nor shall you permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data, including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**"); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we

do not operate or control (“**Third-Party Services**”). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

7.6 CJIS Compliance. In providing the Services we will comply with all applicable CJIS Security Policy requirements, including the FBI CJIS Security Addendum attached as Exhibit D. Changes in provision of the Services required by a change in CJIS requirements shall be subject to change control process in Section 1.2 of the Contract. We agree to make all personnel who will have access to Customer Data subject to your background check procedures pursuant to Exhibit D, and to ensure that all such personnel shall have completed CJIS security awareness training within six (6) months of initial assignment and biennially thereafter. In addition to or as a supplement to our standard employee CJIS training, we agree to use training materials that you supply for such purposes. Documentation of completion of training will be provided to you upon your request. During the Term, we will maintain complete and accurate records relating to our data protection practices and the security of any of Customer Data and Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to Customer Data and Confidential Information and any other information relevant to our compliance with this Section 7.6. We agree to shall make all such records, appropriate personnel, and relevant materials available in the event of an audit initiated by the you or the FBI. Insofar as it is possible for us to do so, we shall comply with all CJIS requirements for the MS Data Centers including, if necessary, entering into an FBI CJIS Security Addendum or other required agreements with Microsoft. We will provide reasonable assistance to you should you be required to enter into any agreements directly with Microsoft relating to the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A (“**Fees**”) in accordance with the requirements of Section 9 of the Contract.

8.2 Taxes. All taxes are to be paid in accordance with the requirements of the Contract.

8.3 Late Payment. Deleted.

8.4 No Deductions or Setoffs. Deleted.

9. Confidentiality

9.1 Confidential Information. Confidential Information shall be treated by the parties as provided in Section 15 of the Contract.

9.2 Exclusions. Governed by Section 15 of the Contract.

9.3 Protection of Confidential Information. Governed by Section 15 of the Contract.

9.4 Compelled Disclosures. Governed by Section 15 of the Contract.

10. Intellectual Property Rights

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party

providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials.

10.2 Customer Data. Deleted.

10.3 Consent to Use Customer Data. Deleted.

10.4 (a) Ownership. The Customer's Data includes: (a) user data; and (b) the Customer's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result 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 here listed. Customer Data is and will remain your sole and exclusive property and all right, title, and interest in the same is reserved by you. This Section 10.4(a) survives termination or expiration of the Agreement and this Contract.

(b) Provider Use of Customer Data. You have provided us with a limited license to Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the provision of the Services. We agree to: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with our obligations as further described in this Agreement and the Contract, and applicable law, to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and the Contract, any applicable Customer Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for our own purposes or for the benefit of anyone other than you without your prior written consent. This Section 10.4(b) survives termination or expiration of this Contract.

(c) Backup and Extraction of Customer Data. We will conduct or cause to be conducted, periodic back-ups of Customer Data at a frequency that will ensure the RPO requirements set forth in Section 6 of this Agreement. All backed-up Customer Data shall be located in secure data centers within the continental United States. We will, within five (5) business days of your request, provide you, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to us), an extract of Customer Data in the format that you specify.

(d) Discovery. We shall immediately notify you upon receipt of any requests which in any way might reasonably require access to Customer Data or your use of the Services. Upon receipt of such a request, we shall notify the Customer Project Manager (as identified in the Contract) by the reasonably fastest means available and also in writing. In no event shall we provide such notification more than twenty-four (24) hours after we receive the request. We shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related specifically to Customer Data without first notifying you and obtaining your prior approval of our proposed responses, which you agree to provide with reasonable promptness upon your receipt of notice from us, provided that, notwithstanding our obligation to notify you, we retain the right and ability to take action based upon advice from counsel that would be necessary for us to remain compliant with laws, rules, or regulations governing our receipt of and response to any such subpoena, service of process, FOIA request, or other legal request. When reasonably possible, we agree to provide completed responses to you with adequate time for you to review, comment on, and approve.

(e) Loss or Compromise of Data. Governed by Section 14.3 of the Contract.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you

that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement and the Contract. Additional Provider representations and warranties are set forth in Section 19 of the Contract.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. Our warranty obligations are set forth in Section 19 of the Contract.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your departments, divisions, agencies, offices, commissions, officers, and employees (each, a “**Customer Indemnitee**”) in accordance with Section 20 of the Contract.

12.2 Customer Indemnification. Deleted.

12.3 Indemnification Procedure. Governed by Section 20.2 of the Contract.

12.4 Mitigation. Governed by Section 20.3 of the Contract.

12.5 Sole Remedy. Deleted.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. Deleted.

13.2 CAP ON MONETARY LIABILITY. Deleted.

14. Term and Termination.

14.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of this Agreement’s express provisions, will terminate on the date that the Contract terminates (the “**Initial Term**”).

14.2 Renewal Term. Upon expiration of the Initial Term this Agreement will automatically renew for successive terms that coincide with extensions or renewals of the Contract, as provided in the Preamble to the Contract (each a “**Renewal Term**” and, collectively, together with the Initial Term, the “**Term**”).

14.3 Termination. This Agreement may be terminated in accordance with Section 17 of the Contract.

14.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, that except with respect to our ongoing confidentiality

obligations for Customer Data and Confidential Information under this Agreement and the Contract, our obligations under this Section 14.4(b) do not apply to any Resultant Data;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control; and

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 14.5; and (v) all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement.

(e) Deleted.

(f) Deleted.

(g) Deleted.

14.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the "**Post -Termination Retention Period**"). During the Post-Termination Retention Period you may retrieve Customer Data only if you have paid all amount due under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Customer Data is either deleted or retrieved by you.

14.6 Surviving Terms. The provisions set forth in this Agreement and the Contract, and any other right or obligation of the parties in this Agreement or the Contract that, by its nature, is intended to survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement and the Contract.

15. Miscellaneous.

15.1 Further Assurances. Governed by Section 25.2 of the Contract.

15.2 Relationship of the Parties. Governed by Section 25.3 of the Contract.

15.3 Public Announcements. Governed by Section 25.4 of the Contract.

15.4 Notices. Contact information for notice purposes is set forth in Section 25.5 of the Contract.

15.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are

deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

15.6 Headings. Governed by Section 25.6 of the Contract.

15.7 Entire Agreement. Governed by Section 25.19 of the Contract; provided, that this Agreement and the Exhibits and Schedules hereto together with the Contract and its Schedules, Exhibits, and the Statement of Work shall constitute the sole and entire agreement of the parties.

15.8 Assignment. Governed by Section 25.7 of the Contract.

15.9 Force Majeure. Governed by Section 25 of the Contract.

(a) No Breach or Default. Deleted.

(b) Affected Party Obligations. Deleted.

15.10 No Third-Party Beneficiaries. Governed by Section 25.8 of the Contract.

15.11 Amendment and Modification; Waiver. Governed by Section 25.9 of the Contract.

15.12 Severability. Governed by Section 25.10 of the Contract.

15.13 U.S. Government Rights. The Services are provided to the U.S. government as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data”, with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government’s needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data” as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 Governing Law. Governed by Section 25.11 of the Contract.

15.15 Dispute Resolution. Governed by Section 24 of the Contract.

15.15 Counterparts. Governed by Section 25.16 of the Contract.

15.16 Conflicting Terms and Provisions. Where terms, conditions, or provisions of this Agreement conflict with terms, conditions, or provisions of the Contract, the terms, conditions, or provisions of the Contract shall control.

EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: EvidenceLibrary Cloud Storage (the “**Services**”) - Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

Service Allocations

and Fees: During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.

During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:

- An annual payment of \$300 for unlimited cloud storage per DVR; and
- The lesser of \$85 per DVR or \$110,500 (as stated in Schedule 5 Pricing)

EXHIBIT B
SERVICE LEVEL AGREEMENT
FOR
EVIDENCELIBRARY.COM

LAST UPDATED: February 14, 2019

This Service Level Agreement for EvidenceLibrary.com (this "SLA") is a part of the Software as a Service Agreement between WatchGuard Video, Inc. ("Company" "us" or "we") and users of EvidenceLibrary.com ("Customer" or "you") (the "Agreement" and the "Services"). Capitalized terms used but not defined in this SLA have the meaning given to them in the Agreement. This SLA applies to the Services, but not to any other services we provide to you or to any of our on-premises software that is a part of the Services, or any Third-Party Materials that you use in connection with the Services, unless specifically provided to the contrary in this SLA or the Agreement.

We may change the terms of this SLA from time to time during the term of your subscription; however, we will provide you with prior notice of any material changes we make. If you renew your subscription the form of SLA that is current at the time will apply during the renewal term.

SERVICE COMMITMENT

We will use commercially reasonable efforts to make the Services available with the Monthly Uptime Percentage defined below during any Service Period (our "Service Level Commitment"). If we do not meet the Service Level Commitment for any Service Period you may be entitled to a Service Credit, as described below.

DEFINITIONS

"Downtime" means the total number of minutes in any Service Period during which the Services are Unavailable. Downtime does not include time during which the Services are unavailable for Scheduled Downtime or as the result of one or more Exclusions.

"Incident" means an event or series of events resulting in Downtime.

"Maximum Available Minutes" means the number of minutes during a Service Period, less Scheduled Downtime, that the Services are required to be available for your access and use in accordance with the Specifications.

"Monthly Uptime Percentage" means, for any Service Period, Maximum Available Minutes less Downtime, divided by the Maximum Available Minutes multiplied by 100, as follows:

$$\text{Monthly Uptime Percentage} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

If you have used the Services for only part of a Service Period, the Services are assumed to be 100% available for that part of the Service Period in which the Services were not used (for example, if you begin to use the Services in the middle of a month). Monthly Uptime Percentage calculations do not include downtime that results from Scheduled Downtime or an Exclusion.

"Scheduled Downtime" means any Downtime (a) of which you are notified at least three (3) days in advance, or (b) during a standard maintenance window, according to a maintenance schedule we will publish from time to time.

"Service Credit" means a dollar credit, as calculated herein, that we may credit back to your account under the conditions set forth below. A Service Credit is based on a percentage, as stated below, of the Service Fee for the Service Period for which the Service Credit is approved.

“Emergency Downtime” means any Downtime for which you may receive less than 24-hour notification period. This emergency maintenance may be performed at any time, with or without notice, as deemed necessary by us. Emergency Downtime falling outside of Scheduled or Planned Downtime may be eligible for Service Credit.

“Service Fee” means the fee that you actually pay for the Services during a Service Period.

“Service Level” means a performance metric that we agree to meet in the delivery of the Services. A **“Service Level Failure”** means a material failure of the Services to meet the Maximum Available Minutes requirement.

“Service Period” means one calendar month.

“Unavailable” means that all connection requests to the Services fail during a one (1) minute period such that you or your End Users cannot upload or access files.

“Low Priority” means a request for information or software defects with acceptable workaround.

“Medium Priority” means an isolated issue (one agency, small subset of events) that prevents import, search, or export of events or cases.

“High Priority” means a pervasive issue (multiple agencies, large subsets of events) that prevents import, search, or export of events or cases, missing events, system performance out of Customer SLA. Customer designated emergency.

“Response time” means the amount of time between when a Customer first creates an incident report (which includes leaving a phone message, sending an email, or using an online ticketing system) and when the provider actually responds.

“Resolution time” means the amount of time between when the Customer first creates an incident report and when that problem is actually solved, workaround provided, or for issues requiring software changes is placed in to the future development backlog.

SERVICE LEVELS AND SERVICE CREDITS

The following Service Levels apply to your use of the Services:

Monthly Uptime Percentage	Service Credit as Percentage of Service Fee
< 99.90%	10%
< 99.00%	25%

SERVICE ESCALATION PROCESS

The table below provides typical response time expectations for each support level (Tier 1, Tier 2, and Engineering Operations) based on the incident priority levels (Low, Medium, High):

Priority	Response (Minutes)	Tier 1 Support (Minutes)	Tier 2 Support (Minutes)	Engineering Operations (Minutes)	Total (Minutes)	Total Resolution (Hours)
Low	60	960	1440	2880	5340	89
Medium	60	480	720	1440	2700	45
High	60	240	240	720	1260	21

Below table provides the incident response and resolution targets based on service hours, priority, and support team involved.

Service hours	Origin	Support Team	Priority	Service Response	Resolution or Escalation
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	LOW	< 60 minutes of initial call	< 16 hours
Business Hours	Escalation	Tier 2	LOW	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Operations	LOW	< 8 hours of escalation	< 48 hours
Business Hours	Escalation	Engineering Hold	LOW		Entered in to Backlog
Business Hours	Direct Call/Email	Tier 1	MEDIUM	< 60 minutes of initial call	< 8 hours
Business Hours	Escalation	Tier 2	MEDIUM	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Operations	MEDIUM	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Hold	MEDIUM		Prioritized in to Backlog
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	HIGH	< 60 minutes of initial call	< 4 hours
Business Hours	Escalation	Tier 2	HIGH	< 4 hours of escalation	< 4 hours
Business Hours	Escalation	Engineering Operations	HIGH	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Hold	HIGH		Prioritized in to next release
After Hours	Direct Call	Tier 1	LOW	Deferred to Business Hours	
After Hours	Direct Call	Tier 1	MEDIUM, HIGH	< 70 minutes of initial call	< 4 hours
After Hours	Direct Call	Tier 2	MEDIUM HIGH	<4 hours of escalation	< 8 hours
After Hours	Direct Call	Engineering Operations	HIGH	<2 hours of escalation	< 12 hours

TERMS

I. SERVICE CREDITS

Service Credits are your only remedy for unavailability of the Services under this SLA and the Agreement. You may not offset a Service Fee for any performance or availability issues. Service Credits issued for any Service Period will not under any circumstances exceed the Service Fee for that Service Period.

To be eligible for a Service Credit, your claim must be received by us, in the required form, no later than the end of the second Service Period following the Service Period in which the incident(s) occurred. Your failure to make a timely request will disqualify you from receiving a Service Credit.

We will apply a Service Credit only against future Service Fees, and we will issue Service Credits only if the credit amount for the Service Fee is greater than one dollar (US\$1). Service Credits do not entitle you to a refund or cash payment. Service Credits may not be applied against any other account or service you may have with us. You must be in compliance with the Agreement to receive a Service Credit.

II. SERVICE CREDIT CLAIMS AND PAYMENT

To apply for a Service Credit, you must open a support case by going to support.watchguardvideo.com or by contacting customer support at 1800-605-6734 and providing us with all of the information we need to investigate and validate your claim. The information we need will include, but may not be limited to, (i) the dates and times of the Unavailability incident(s); (ii) request logs documenting the incident(s) and corroborating the claimed Unavailability (any PII or CJI information contained or described in logs should be redacted prior to submission); and (iii) details of your efforts to resolve the incident(s) at the time of occurrence.

We will review the submitted information and make a good faith determination of whether a Service Credit is due. If we determine that a Service Credit is due, we will process your claim within thirty (30) days of our determination and apply the Service Credit to the next Service Fee.

III. EXCLUSIONS

For purposes of calculating Maximum Available Minutes, the following are Exclusions for which the Services shall not be considered Unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet Maximum Available Minutes for any Service Period, or your inability to access or use the Services that is due, in whole or in part, to any:

- (a) act or omission by you to access or use the Services, or use of Access Credentials that does not strictly comply with the Agreement;
- (b) Customer Failure;
- (c) Internet connectivity failure;
- (d) causes beyond our reasonable control, such as a Force Majeure Event, or the performance of any third-party hosting provider or communications or internet service provider;
- (e) failure, interruption, outage, inadequate bandwidth, or other problem with any software, hardware, system, network, or facility that we have not provided or authorized pursuant to the Agreement (other than third-party software or equipment within our direct control);
- (f) Scheduled Downtime or backups to the Services;
- (g) suspension, or termination of the Services pursuant to Section 2.8 of the Agreement; or
- (h) separate instances of unavailability of the Services of less than ten (10) minutes duration each.

Exhibit C

Data Security Requirements

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

“Contractor Security Officer” has the meaning set forth in **Section 2** of this Schedule.

“Contractor Systems” has the meaning set forth in **Section 5** of this Schedule.

“FedRAMP” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“FISMA” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“Hosted Services” means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“NIST” means the National Institute of Standards and Technology.

“PSP” means the State’s IT Policies, Standards and Procedures located at:

http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**). The Contractor Security Officer will be considered Key Personnel under the Contract.

3. Protection of the State’s Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

3.1. maintain Hosted Services on FedRAMP authorized infrastructure throughout the Term, and in the event the contractor is unable to maintain Hosted Services on FedRAMP authorized infrastructure, the State may move the Software and data to an alternative provider, at contractor’s sole cost and expense;

3.2. ensure that the Software and data is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

3.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable SOM PSP’s;

3.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State’s Confidential

Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.5. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) the State’s Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State’s Confidential Information;

3.6. ensure that State Data is encrypted in transit and at rest using FIPS certified AES 256bit or higher encryption;

3.7. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

3.8. ensure the Hosted Services implements FIPS/NIST compliant multi-factor authentication for privileged/administrative access and other identified access as required; and

3.9. assist the State, at no additional cost, with development and completion of a system security plan using the State’s automated governance, risk and compliance (GRC) platform.

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor’s Systems or otherwise, without the State’s express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State’s authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State’s security gateways and firewalls and in compliance with the State’s security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services (“**Contractor Systems**”) and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State’s Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State’s Confidential Information and any other information relevant to its compliance with this Schedule;

6.2. upon the State’s request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor’s normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State’s option and

request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

6.3. if requested by the State, provide a copy of Contractor's SSAE 16 SOC 2 Type 2 audit report to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

6.4. if requested by the State, provide a copy of Contractor's FedRAMP System Security Plan. The System Security Plan will be recognized as Contractor's Confidential Information.

7. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

EXHIBIT D

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

- 1.1 Definitions
- 1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
- 2.1 Responsibilities of the Contracting Government Agency.
- 2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).
- 3.1 Responsibilities of the Contractor.
- 3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 4.1 Security Violations.
- 4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.3 Security violations can justify termination of the appended agreement.
- 4.4 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;

- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

- 5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

- 6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.5 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.6 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5 PRICING

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.


1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini ZoomSeparate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00



WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00
HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00
<p>REDACTIVE Software: WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.</p> <p>Servers: WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.</p>		
<i>Contact WatchGuard if a server is needed for more than 36 concurrent DVR's</i>		
WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
CLOUD STORAGE SERVICES		
<p>EvidenceLibrary Cloud Storage Services – Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.</p> <p>During the initial year of the Term the annual cost of the Services shall be included in the purchase price of each DVR.</p> <p>During each subsequent year of the Term, the Customer shall pay the following fees for the Services, as follows:</p> <ul style="list-style-type: none"> • An annual payment of \$300.00 for unlimited cloud storage per DVR; and • The lesser of \$85.00 per DVR or \$110,500.00. 		



WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27
WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27
WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00
SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring</i> <i>Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05



USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **180000001059**

CONTRACTOR	WATCHGUARD, INC.
	415 Century Parkway
	Allen, TX 75013
	Dave Lowry
	317-254-5676
	dave@enforcementproducts.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Sue Cieciva	DTMB
		(517) 249-0458	
		ciecivas@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	January 31, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective February 1, 2020, the State is exercising the second option year. The revised Contract expiration date is January 31, 2021.				
Effective December 18, 2019, the following service is added to this Contract, per attached revised Schedule 5 Pricing:				
Implementation Services:				
Installation of Cellular Modems, Per Cruiser \$200.00				
In addition, Section 23. Insurance is hereby changed, per attached.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.				



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5 PRICING

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.



1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37



4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessoriesneeded for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00



WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00
HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRi-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00
<p>REDACTIVE Software: WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.</p> <p>Servers: WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.</p> <p><i>Contact WatchGuard if a server is needed for more than 36 concurrent DVR's</i></p>		
WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27
WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27



WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00
SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
N/A	Installation of Cellular Modems, Per Cruiser	\$200.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00



VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



23. Insurance

23.1 Required Coverage.

(a) Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better. **Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 Each Occurrence Limit \$5,000,000 Personal & Advertising Injury Limit \$7,000,000 General Aggregate Limit \$7,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must follow form.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	Contractor must have their policy include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance Including Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$2,000,000 Each Claim \$2,000,000 Annual Aggregate	Cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 10 calendar days of the expiration date of the applicable



policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **171180000001059**

CONTRACTOR	WATCHGUARD, INC.
	415 Century Parkway
	Allen, TX 75013
	Dave Lowry
	317-254-5676
	dave@enforcementproducts.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Sue Cieciva	DTMB
		(517) 249-0458	
		ciecivas@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 15, 2018	January 31, 2019	3 - 1 Year	January 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective February 1, 2019, the State is exercising the first option year. The revised Contract expiration date is January 31, 2020.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48933
P.O. BOX 30026, LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 180000001059**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	WatchGuard, Inc.
	415 Century Parkway
	Allen, TX 75013
	Dave Lowry
	317-254-5676
	dave@enforcementproducts.com
	CV0001770

STATE	Program	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@michigan.gov	
	Contract	Sue Ciecwa	DTMB
		517-249-0458	
		ciecwas@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 15, 2018	January 31, 2019	3 – One Year	January 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Refer to Schedule 1, Section 3. Delivery	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum order requirement.			
MISCELLANEOUS INFORMATION			
This Contract is a part of a cooperative contract between NASPO ValuePoint, the State of Oklahoma, and WatchGuard, Inc. under Master Agreement Number: OK-MA-145-010. In the event of any conflicts between the State of Michigan and WatchGuard, Inc., the Standard Contract Terms of this Contract # 171 180000001059, as negotiated between WatchGuard, Inc. and the State of Michigan, take precedence over the NASPO ValuePoint Terms and Conditions.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$11,000,000.00

FOR THE CONTRACTOR:

WatchGuard, Inc.

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Pam Platte, Category Director, Commodities

DTMB, Central Procurement Services

Date

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**

Master Agreement #: OK-MA-145-010

Contractor: WATCHGUARD

Participating Entity: STATE OF MICHIGAN

The following products or services are included in this contract portfolio:

- **Band 1: Body Worn Video**
- **Band 2: Vehicle Mounted Video**
- **Band 3: Video Storage, Data Security, Software and Peripherals.**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Video Systems* led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher learning, political subdivisions and other entities authorized to use statewide contracts in the State of Michigan. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Dave Lowry, WatchGuard, Inc.
Address:	415 Century Parkway, Allen, TX 75013
Telephone:	(317) 254-5676
Fax:	(317) 254-5604
Email:	dave@enforcementproducts.com

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**

Participating Entity

Name:	Jared Ambrosier
Address:	State of Michigan DTMB, Central Procurement Services – Enterprise Sourcing Constitution Hall, 1 st Floor, NE 525 W. Allegan St. Lansing, MI 48933
Telephone:	(517) 930-4015
Fax:	(517) 335-0046
Email:	ambrosierj@michigan.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions:

4.1 State of Michigan Terms and Conditions are attached hereto as Attachment A.

4.2. Administrative Fee: Pursuant to the State of Michigan Terms and Conditions, Section 11 “Administrative Fee and Reporting”, the State Administrative Fee equals one (1) percent on all payments from MiDEAL Members, and other states (including governmental and authorized entities) made to Contractor under the Contract.

5. Lease Agreements: “**Reserved**”

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Michigan, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Michigan	Contractor:
Signature:	Signature:
Name: Jared Ambrosier	Name:
Title: Director, Sourcing Operations DTMB, Central Procurement Services	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**



For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



ATTACHMENT A



STATE OF MICHIGAN

Contract Terms

This Software and Hardware Contract (this “**Contract**”) is agreed to by and between the State of Michigan (the “**State**”) and WatchGuard, Inc. (“**Contractor**”), a Texas corporation. This Contract is effective on August 15, 2018 (“**Effective Date**”), and unless terminated, expires on January 31, 2019. If, pursuant to the terms of Master Agreement #OK-MA-145-010 the term of the Master Agreement is extended, this Contract may be renewed by the State for any applicable number of additional one (1) year periods or other length of time that coincides with any such extension of the term of the Master Agreement. Any renewal by the State, including the length of such renewal, is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document the exercise of its renewal option(s) via Contract Change Notice.

Definitions. For the purposes of this Contract, the following terms have the following meanings:

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 20.3(b)(ii)**.

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various Third-Party Software.

“**Authorized Users**” means all Persons authorized by the State to access and use the Software (including any Third-Party Software) and Hardware under this Contract.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“**Business Owner**” is the individual appointed by the State to (a) act as the State’s representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance for the Software. The Business Owner will be identified in the Statement of Work.

“**Change**” has the meaning set forth in **Section 1.2**.

“**Change Notice**” has the meaning set forth in **Section 1.2(b)**.

“**Change Proposal**” has the meaning set forth in **Section 1.2(a)**.



“Change Request” has the meaning set forth in **Section 1.2**.

“Confidential Information” has the meaning set forth in **Section 15.1**.

“Configuration” means State-specific changes made to the Software without source code or structural data model changes occurring.

“Contract” has the meaning set forth in the preamble.

“Contract Administrator” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

“Contractor” has the meaning set forth in the preamble.

“Contractor Personnel” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

“Deliverables” as further described herein means the Software and Hardware, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work.

“Dispute Resolution Procedure” has the meaning set forth in **Section 24.1**.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software and Hardware.

“Effective Date” has the meaning set forth in the preamble.

“Fees” means collectively, the License Fees, Implementation Fees, and Software Maintenance Fees.

“Financial Audit Period” has the meaning set forth in **Section 22.1**.

“Force Majeure” has the meaning set forth in **Section 26.1**.

“Hardware” means all Hardware required to be supplied by Contractor, including but not limited to all In-Car Camera Hardware, Wireless Transmitters, VISTA Body Worn Camera, Servers & Storage, Camera System Hardware, and IT System Hardware.

“Implementation Fees” has the meaning set forth in **Section 9.2**.

“Implementation Plan” means the schedule included in the Statement of Work setting forth the sequence of events for the performance of Services under the Statement of Work, including the Milestones and Milestone Dates.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the



associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in the Statement of Work.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“License Agreement” has the meaning set forth in **Section 2**.

“License Fee” has the meaning set forth in **Section 9.1**.

“Loss or Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, security patches, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“Milestone” means an event or task described in the Implementation Plan under the Statement of Work that must be completed by the corresponding Milestone Date.

“Milestone Date” means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under the Statement of Work.

“Permitted Subcontractor” has the meaning set forth in **Section 5.4**.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Pricing Schedule” means the schedule attached as **Schedule 5**, setting forth the License Fees, Implementation Fees, Support Services Fees, and any other fees, rates and prices payable under this Contract.

“Project Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of acceptance for the Software and Hardware. Each party's Project Manager will be identified in the Statement of Work.



“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“Requirements” means, for the Software and Hardware, the business and technical requirements collectively set forth in the Statement of Work.

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, the Statement of Work, the Software Maintenance Plan, and the On-Site Hardware Schedule.

“Service Level Agreement” means the service level agreement attached as **Schedule 2** to this Contract, setting forth Contractor's obligations with respect to the operation of the Software and Hardware.

“Software” means both Contractor's Evidence Library 4 software and Contractor's REDACTIVE software, as set forth in the Statement of Work, and any Maintenance Releases provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and each License Agreement.

“State” has the meaning set forth in the preamble.

“State Data” has the meaning set forth in **Section 14.1**.

“State Materials” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“State Resources” has the meaning set forth in **Section 6.1(a)**.

“Statement of Work” means the statement of work entered into by the parties and attached as **Schedule 1** to this Contract.

“Stop Work Order” has the meaning set forth in **Section 18**.

“Support Services” means the maintenance and support services Contractor is required to or otherwise does provide to the State.

“Support Services Fees” has the meaning set forth in **Section 9.3**.

“Term” has the meaning set forth in the preamble.

“Third Party” means any Person other than the State or Contractor.

“Third-Party Software” means software, content, and technology, in any form or media, in which any Person other than the State or Contractor owns any Intellectual Property Rights.

“Transition Period” has the meaning set forth in **Section 17.3**

“Transition Responsibilities” has the meaning set forth in **Section 17.3**.

“Unauthorized Removal” has the meaning set forth in **Section 5.3(b)**.



“Unauthorized Removal Credit” has the meaning set forth in **Section 5.3(c)**.

1. Statement of Work. Contractor shall provide Services and Deliverables pursuant to the Statement of Work. The terms and conditions of this Contract will apply at all times to the Statement of Work. The State shall have the right to terminate such Statement of Work as set forth in **Section 17**. Contractor acknowledges that time is of the essence with respect to Contractor’s obligations under the Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statement of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

1.1 Statement of Work Requirements. The Statement of Work will include the following:

- (a) names and contact information for Contractor’s Contract Administrator, Project Manager and Key Personnel;
- (b) names and contact information for the State’s Contract Administrator, Project Manager and Business Owner;
- (c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor;
- (d) a detailed description of the Software to be provided under this Contract;
- (e) a detailed description of the Hardware to be provided under this Contract;
- (f) the Project Management Methodology (PMM) that will be utilized for implementation of the Software and Hardware;
- (g) an Implementation Plan that follows the PMM, including all Milestones, the corresponding Milestone Dates and the parties’ respective responsibilities under the Implementation Plan;
- (h) the due dates for payment of Fees and any invoicing requirements, including any Milestones on which any such Fees are conditioned, and such other information as the parties deem necessary;
- (i) disclosure of all Third-Party Software (each identified on a separate exhibit to the Statement of Work), in each case accompanied by such related documents as may be required by this Contract;
- (j) a detailed description of all State Resources required to complete the Implementation Plan.

1.2 Change Control Process. The State may at any time request in writing (each, a **“Change Request”**) changes to the Statement of Work, including changes to the Services and Implementation Plan (each, a **“Change”**). Upon the State’s submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 1.2**.

- (a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (**“Change Proposal”**), setting forth:



- (i) a written description of the proposed Changes to any Services or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;
- (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b) Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and

(c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

- (i) require Contractor to perform the Services under the Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 17**.

(d) No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Requirements, and all related Support Services required under this Contract.



(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

2. Contractor Software License. Contractor hereby grants to the State and its Authorized Users the right and license to use the Software and Hardware in accordance with the terms and conditions of this Contract and each of the License Agreements set forth in **Schedule 3 and Schedule 4** (each and collectively "**License Agreement**"). Contractor is responsible for securing necessary licensing for any Third-Party Software that will be used by the State's Authorized Users as part of the Services. Contractor shall provide the State with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract and the License Agreement.

3. Support.

3.1 Support Services. Contractor shall provide the State with the Support Services for the Software and Hardware, and maintain the Support Service Level Requirement set forth in the Service Level Agreement attached as **Schedule 2** to this Contract.

4. Data Privacy and Information Security.

4.1 State Standards. To the extent Contractor has access to the State's computer systems or access to State Data, Contractor must adhere to all standards as described within the comprehensive listing of the State's existing technology policies, procedures and standards at : http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. Some of the State's policies, procedures and standards are not available publicly, and Contractor must sign a non-disclosure agreement prior to their release.

4.2 To the extent that Contractor has access to the State's computer systems, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

5. Performance of Services. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms and conditions set forth in this Contract and the Statement of Work.

5.1 Contractor Personnel.

(a) Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;



- (ii) upon request, require such Contractor Personnel to execute written agreements that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel.

(c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

5.2 Contractor's Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager, who will be considered Key Personnel of Contractor. Contractor's Project Manager will be identified in the Statement of Work.

- (a) Contractor's Project Manager must:
 - (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
 - (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
 - (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b) Contractor's Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.

(c) Contractor will maintain the same Project Manager throughout the Term of this Contract, unless:

- (i) the State requests in writing the removal of Contractor's Project Manager;



- (ii) the State consents in writing to any removal requested by Contractor in writing;
- (iii) Contractor's Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d) Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 5.2(c)**. Such replacement will be subject to the State's prior written approval.

5.3 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 17.1**.

(c) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 17.1**, Contractor will issue to the State an amount equal to \$25,000 per individual (each, an "**Unauthorized Removal Credit**").

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection (c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

5.4 Subcontractors. Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:



(a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

(c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

(d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

6. State Obligations.

6.1 State Resources and Access. The State is responsible for:

(a) providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**"); and

(b) providing Contractor Personnel with such access to State facilities as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

6.2 State Project Manager. Throughout the Term of this Contract, the State will maintain a State employee to serve as the State's Project Manager under this Contract. The State's Project Manager will be identified in the Statement of Work. The State's Project Manager will be available as set forth in the Statement of Work.

7. Acceptance Testing; Acceptance.

7.1 Acceptance of the System. Requirements for User Acceptance Testing (UAT) of the Software and Hardware, as an integrated system, are set forth in **Schedule 6**.

7.2 Delivery, Acceptance and Warranty of Hardware. Requirements for delivery, acceptance and warranty of Hardware are set forth in **Schedule 7**.

8. Training. Contractor shall provide training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in the Statement of Work. Upon the State's request, Contractor shall timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

9. Fees

9.1 License Fee. In consideration of, and as payment in full for, the rights and license to use the Software, Third-Party Software, and any associated Documentation as provided in this Contract and the license agreements, the State shall pay to Contractor the license fees (the



“**License Fee**”) set forth on the Pricing Schedule, subject to and in accordance with the timetable and other provisions of the Statement of Work and this **Section 9**.

9.2 Implementation Fees. In consideration of, and as payment in full for, Contractor's provision of implementation services as provided in this Contract and the Statement of Work, the State shall pay to Contractor the implementation fees (the “**Implementation Fees**”) set forth on the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable timetable and other provisions of the Statement of Work and this **Section 9**.

9.3 Support Service Fees. In consideration of Contractor providing the Support Services as required under the Service Level Agreement, the State shall pay to Contractor the Support Services fees (the “**Support Service Fees**”) set forth in the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable provisions of the Service Level Agreement and this **Section 9**.

9.4 Firm Pricing. All Fees and prices set forth in this Contract are firm and will not be increased during the Term.

10. Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract for transactions with MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

11. Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

12. Invoices and Payment.



12.1 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

- (a) clearly identify the Contract to which it relates, in such manner as is required by the State;
- (b) list each Fee item separately;
- (c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;
- (d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates; and
- (e) include such other information as may be required by the State as set forth in the Statement of Work.

12.2 Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

12.3 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. The State will deliver a tax-exempt certificate to Contractor upon request.

12.4 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

- (a) timely renders all payments and amounts that are not in dispute;
- (b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:
 - (i) the amount in dispute; and
 - (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.



Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 12.4** or any dispute arising therefrom.

12.5 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

13. Intellectual Property Rights

13.1 Ownership Rights in Software

(a) Subject to the rights and licenses granted by Contractor in this Contract and the License Agreement, and the provisions of **Section 13.1(b)**:

- (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights in and to the Software, including but not limited to all modifications, improvements, and derivative works based thereon, as well as all new inventions, innovations, discoveries, works of authorship, and other things developed, made and created arising out of and relating to Contractor's activities in furtherance of this Contract; and
- (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software, Documentation or any of the other items in 18.1(a)(i) above as a result of this Contract.

(b) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Data, including all Intellectual Property Rights arising therefrom or relating thereto.

13.2 Rights in Third-Party Software. Ownership of all Third-Party Software, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to any express licenses or sublicenses granted to the State under this Contract and the Third-Party Licenses.

13.3 Ownership Rights in API. The State is and will be the sole and exclusive owner of all right, title, and interest in and to all API custom-developed by the Contractor for the State, including all Intellectual Property Rights in and to the API. In furtherance of the foregoing:

(a) Contractor will create all API as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any API or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

- (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such API, including all Intellectual Property Rights in and to the API; and
- (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the API.



14. State Data.

14.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes any other data provided by the State in connection with the Services. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 14.1** survives termination or expiration of this Contract.

14.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, the Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 14.2** survives termination or expiration of this Contract.

14.3 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of personally identifiable information (PII), at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies;



and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This **Section 14.3** survives termination or expiration of this Contract.

15. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 15** survives termination or expiration of this Contract.

15.1 Meaning of Confidential Information. The term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

15.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor’s subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor’s responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any of the Contractor’s Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 15.2**.

15.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

15.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be



available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

15.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

16. ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

17. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

17.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 17.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 17.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Support Services Fees. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

17.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 17.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as



determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

17.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the “**Transition Period**”), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State’s designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data, it being acknowledged and agreed to by Contractor that return of State Data will be in a usable format specified by the State and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Contractor); and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). The Term of this Contract is automatically extended through the end of the Transition Period.

17.4 Survival. This **Section 17** survives termination or expiration of this Contract.

18. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a “**Stop Work Order**”). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate this Contract. The State will not pay for any Services, Contractor’s lost profits, or any additional compensation during a stop work period.

19. Contractor Representations and Warranties.

19.1 Contractor represents and warrants to the State that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; and

(e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.



(f) All written information furnished to the State by or for Contractor in connection with this Contract, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

(g) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

19.2 Software Representations and Warranties. Contractor further represents and warrants to the State that:

(a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

(c) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(d) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i) conflict with or violate any applicable Law;

(ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

(e) when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software or Documentation as delivered or installed by Contractor does not or will not:

(i) infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii) fail to comply with any applicable Law;

(f) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract.

(g) all Software as provided by Contractor, will be fully operable, meet all applicable Requirements, and function in all respects, in conformity with this Contract and the Documentation; and



(h) no Maintenance Release, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

19.3 Hardware Representations and Warranties.

(a) all Hardware is delivered free from any security interest, lien, or encumbrance and will continue in that respect;

(b) the Hardware will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

(c) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Hardware. Any and all product warranties shall survive the termination of this Contract for the length of the applicable warranty.

19.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS CONTRACT.

20. **Indemnification**

20.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any Third Party; and (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

20.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 20**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

20.3 Infringement Remedies.



(a) The remedies set forth in this **Section 20.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

(b) If any Deliverable any component thereof, other than State Materials, is found to be infringing or if any use of any Deliverable or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to use such Deliverable thereof to the full extent contemplated by this Contract; or
- (ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Deliverable and all of its components non-infringing while providing fully equivalent features and functionality.

(c) If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Deliverables provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and
- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

(d) If Contractor directs the State to cease using any Deliverable under **subsection (c)**, the State may terminate this Contract for cause under **Section 17.1**.

(e) Contractor will have no liability for any claim of infringement arising solely from:

- (i) Contractor's compliance with any designs, specifications, or instructions of the State; or
- (ii) modification of the Software by the State without the prior knowledge and approval of Contractor;

unless the claim arose against the Software independently of any of the above specified actions.

21. Damages Disclaimers and Limitations.

21.1 The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR



SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

21.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

22. Records Maintenance, Inspection, Examination, and Audit.

22.1 Right of Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

22.2 Right of Inspection. Within ten (10) calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

22.3 Application. This **Section 22** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

23. Insurance

23.1 Required Coverage.

(a) **Insurance Requirements**. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u>	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.



\$50,000 Each Occurrence	
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must follow form.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	Contractor must have their policy include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the



applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

24. Dispute Resolution.

24.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 24** (the “**Dispute Resolution Procedure**”). The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party’s Project Manager. The responding party’s Project Manager must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties’ Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

24.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties’ Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond within fifteen (15) Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This **Section 24** does not limit the State’s right to terminate this Contract.

25. General Provisions

25.1 Force Majeure.

(a) Force Majeure Events. Subject to **Subsection (b)** below, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

(b) State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance



hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

25.2 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

25.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

25.4 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

25.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 25.5**):

If to Contractor: Dave Lowry
WatchGuard, Inc.
415 Century Parkway
Allen, TX 75013
dave@enforcementproducts.com

If to State: Sue Cieciva
DTMB, Central Procurement Services
Constitution Hall, 1st Floor, NE
525 West Allegan St.
Lansing, MI 48933
cieciwas@michigan.gov

Notices sent in accordance with this **Section 25.5** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

25.6 Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

25.7 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior



written consent. The State has the right to terminate this Contract in its entirety or any Services or the Statement of Work hereunder, pursuant to **Section 17.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 25.6** is void.

25.8 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

25.9 Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by both parties Contract Administrator. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

25.10 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

25.11 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

25.12 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this



Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 25.12**.

25.13 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its Permitted Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

25.14 Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

25.15 Schedules All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule 1	Statement of Work
Schedule 2	Service Level Agreement
Schedule 3	License Agreement for Evidence Library Software
Schedule 4	License Agreement for REDACTIVE Software
Schedule 5	Pricing Schedule
Schedule 6	User Acceptance Testing
Schedule 7	Terms for On-Site Hardware
Schedule 8	Hardware Warranties for Servers
Schedule 9	In-Car Hardware Warranty
Schedule 10	Wearable Camera Hardware Warranty
Schedule 11	Wearable Camera Extended Hardware Warranty
Schedule 12	Technical Specifications
Schedule 13	Initial Implementation Plan

25.16 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is



attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

25.17 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

25.18 Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

25.19 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules, and the Statement of Work; and (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 1 STATEMENT OF WORK CONTRACT ACTIVITIES

This Contract is based on the NASPO ValuePoint Cooperative Purchasing Program Master Agreement competitively bid by the State of Oklahoma, (Lead State). Refer to Public Safety Video Systems Master Agreement No: OK-MA-145-010 with WatchGuard Video and Participating Addendum. This Contract is for the purchase, installation, service, and warranty of public safety video systems for the Michigan State Police.

In Scope:

This Contract includes:

1. Purchase of Public Safety Video Systems to include all Hardware, Software and all related components.
2. System Installation
3. System Training and materials.
4. System Warranty
5. System Maintenance

The State reserves the right to adjust products and services to fit their needs.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

The Contractor must provide In-Car and Body Worn Video Recording Systems and related audio equipment as specified in Schedule 5 Pricing which must meet all the listed specifications in Schedule 12, Technical Requirements.

Equipment must be new, unused and in original unopened packaging.

1.2. Warranties

The Contractor must provide a manufacturer's warranty on all Hardware products. Refer to the following schedules of this Contract:

- Schedule 8 – Hardware Warranties for Servers – Three Years
- Schedule 9 – In-Car Hardware Warranty – Three Years
Note: The terms of Schedule 9 apply to the extended warranty for in-car hardware.
- Schedule 10 – Wearable Camera Hardware Warranty – Two Years
- Schedule 11 – Wearable Camera Extended Hardware Warranty – Three Years

1.3. Recall Requirements and Procedures

The Contractor must notify the State's Contract Administrator and Program Manager via email and phone call or message within one (1) business day of any recall or safety notices relating to any and all public safety video systems and components purchased under the Contract. In addition, this notice must be received in writing within three (3) business days, as specified in Section 26.5. Notices of this Contract.

The Contractor is responsible for providing return authorization and replacing or issuing credit for all products that are subject to recall at no additional charge to the Agency. Receipt of public safety video systems and components must occur within 15 calendar days from the date of this notification.

**1.4. Quality Assurance Program**

The Contractor must maintain a quality control system consistent with industry practices and standards.

1.5. Incentives

Contractor shall offer all rebates and special offers (including commercial and consumer offers) in addition to contracted pricing.

2. Implementation**2.1. Implementation Plan**

The Contractor will carry out this project under the direction and control of the State's Program Manager. Refer to Schedule 13 for the Initial Implementation Plan. Within 30 calendar days of the Effective Date, the Contractor will submit a Final Implementation Plan to the State's Program Manager for final approval. The final Implementation Plan must include:

- (a) Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals;
- (b) Project breakdown showing sub-projects, tasks, and resources required.
- (c) Contractor Transition In Duties, including weekly meetings, as needed with agency staff and Contractor's Key Personnel to ensure that goals are met and quickly recognize any plan changes that need to be made. All changes will be reviewed with the Program Managers.
- (d) Contractor Transition Out Duties. The Contractor must work with the State to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. Additional transition requirements can be found in Terms and Conditions, Section 18.3.

2.2. Ordering**2.2.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Purchase Order (PO)/Delivery Order (DO) referencing this Contract (Blanket Purchase Order)/Master Agreement (MA) or a procurement card transaction.

Orders under \$2,500.00 for replacement parts and accessories may be placed by procurement card by authorized individuals.

2.2.2 Order Verification

The Contractor must have internal controls, to verify abnormal orders and to ensure that only authorized individuals place orders and that non-State public entities are current MiDEAL Members www.michigan.gov/mideal.

2.2.3 Minimum Order

There is no minimum order requirement.

2.2.4 Fill Rate

Contractor should maintain a Fill Rate of 98%. The fill rate is calculated for each Authorized User, dividing line items delivered on time by line items ordered during that month and multiplied by 100 to receive percent (%) rate.

3. Delivery

Contractor must deliver all Hardware and Software, within 30-45 calendar days from receipt of order, with the exception of optional parts which will be delivered within 8-10 business days upon receipt of order.

Delivery location will be specified on the Purchase Order (PO)/Delivery Order (DO). The receipt of order date is pursuant to Section 26.5, Notices, of the Contract Terms.

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.



The Contractor will utilize United Parcel Service (UPS) as the transportation method for delivery of the Contract Deliverables. All orders ship UPS ground. Expedited shipping is available for an additional fee. At MSP's request, Contractor will ship an order overnight for an additional \$100.00, or second day for an additional \$50.00. If there are extenuating circumstances, these fees may be modified or waived on a case by case basis. The Contractor will ship bulk (palletized) for the larger orders processed when shipping 20 or more in-car systems and/or some of the larger servers. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Contractor of any such requirements.

All products should be shipped in a manner which enables the receiver to easily check shipment with the invoice. All individual units of measure (cases, rolls, pallets, etc.) should have a clearly visible "vendor product label" containing the following fields:

- a. Manufacturer Product Number
- b. Item Description
- c. Quantity per Unit of Measure

Acceptance of Delivery is governed by Section 8, Acceptance Testing; Acceptance, in the Contract Terms.

Prices are F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor.

4. Installation

Refer to Schedule 7 Onsite Equipment and Schedule 13 Initial Implementation Plan.

The Contractor is responsible to install the servers at the State worksites specified by the State's Program Manager.

MSP will conduct the in-car hardware installations for the fleet of patrol vehicles. Contractor will provide MSP technician training of in-car hardware installation as specified in Section 8. Training.

On a case by case basis and as requested by State, Contractor may be required to perform in-car hardware installation per vehicle.

5. Software Licensing Agreement

Refer to Schedule 3 Evidence Library End User License Agreement and Schedule 4-REDACTIVE End User License Agreement.

6. Technical Support, Repairs and Maintenance

Refer to Schedule 2 Service Level Agreement.

7. Damaged Goods, Defective Merchandise, and Returns

Refer to Schedules 8, 9, 10, and 11 for Warranties.

8. Training

The Contractor must provide the following training:

Training and knowledge sharing are important aspects of Contractor's overall solution. Contractor's goal is to help all stakeholders (officers, supervisors, system administrators, installers, etc.) to obtain a level of training required for their specific role. To achieve this goal, Contractor will conduct formal training classes and provide useful reference documentation for the operation of the system. Additionally, Contractor's support staff will be available to assist 24 hour a day, seven days a week.

The training and handoff phase of implementation will last approximately two days depending on how MSP wants to structure training class attendance.

The following training is included the System Configuration specified in Schedule 5 Pricing, Implementation Services:



Class Name	Description	Participants	Class Size
End User Training	Training of MSP staff will take place onsite as needed for the in-car user experience and will take approximately 1 to 2 hours per class.	End-User / Officer	Up to 30
Admin Training	This classroom based comprehensive training includes camera user, administrative functions, troubleshooting, and Evidence Library configuration and management. The training will consume an entire day and can be section off, if needed by MSP, to isolate certain areas for certain users.	Supervisors and Administrative staff responsible for Evidence Library	Up to 20
Evidence Library User Training	This video or classroom based training is intended to train users to search for and produce evidence.	Admin staff	N/A
Evidence Library Admin Training	This training is intended to train Information Technology support personnel on the operations aspects of the Evidence Library system and servers. This training can be provided onsite or via web session and is included with the Evidence Library installation.	IT staff	N/A
Online Training	Available with two courses: Basic Operation and using the Evidence Library software. These classes are self-paced and include an assessment at the end of each course. The results can be provided to Supervisors if needed. Providing a list of names and email addresses is all that is needed to sign up.	Determined by Department	N/A

Contractor must provide training materials and useful reference documentation accessible online for the operation of any Hardware and Software which must updated throughout the term of the Contract at no additional cost.

9. Reporting

The Contractor must submit electronically to the Program Manager within 10 days from the last day of every month a purchase history report of all purchases itemized by work site. Report will provide details of the description of product or services, including serial numbers, of all applicable parts, quantities, and costs. Within 30 calendar days of the Effective Date, the Contractor will submit a final report format to the State's Program Manager for final approval.

The State and/or Program Manager reserves the right to request additional reports, which shall be at no charge.

10. Meetings

The Contractor will be required to attend a contract kick-off and strategic deployment meeting on-site at a location specified by the State within 30 calendar days of the Effective Date.

The State may request other meetings as it deems appropriate, which shall be at no charge.

11. Staffing

11.1. Key Personnel

The Contractor must appoint one Project Manager who will be directly responsible for the day to day operations of the Contract and other Key Personnel to support this Contract ("Key Personnel"). Key



Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within one business day.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

Contractor Contract Administrator:

The Contract Administrator for the Contractor is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract ("**Contract Administrator**"):

Kyrie Endres
WatchGuard, Inc.
415 Century Parkway
Allen, TX 75013
Email: bids@watchguardvideo.com
Direct Phone: (214) 785-2608, (800) 605-6734 ext. 2608

Project Manager

The Project Manager is the individual appointed by the Contractor to monitor and coordinate the day-to-day activities of this Contract.

Neil Singh
Email: NSingh@WatchGuardVideo.com
Phone: (214) 785-2621
Fax: (972) 423-9778

Regional Sales Manager

The Regional Sales Manager is responsible for the territory of Michigan and Indiana and resides in Indianapolis, IN.

Dave Lowry
Email: dave@enforcementproducts.com
Phone: (317) 254-5676
Fax: (317) 254-5604

Inside Sales Representative:

The Inside Sales Representative supports the Regional Sales Manager and customers by phone and mail is located at the Contractor's Allen, Texas headquarters.

David Stum
Email: dstrum@watchguardvideo.com
Direct Phone: (469) 640-5201
Toll Free: (800) 605-6734 ext. 5201
Fax: (972) 423-9778

Area Director:

The Regional Managers in the Contractor's Eastern Area report to the Area Director.

Troy Montgomery
Email: tmontgomery@watchguardvideo.com
Cell Phone: (214) 973-9681
Fax: (972) 423-9778

11.2 State Resources/Responsibilities

Contract Administrator. The State Contract Administrator is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract ("**Contract Administrator**"):

Sue Cieciva



DTMB, Central Procurement Services
Constitution Hall, 1st Floor, NE
525 West Allegan St.
Lansing, MI 48933
cieciwas@michigan.gov
(517) 249-0458

Program Manager. The State Program Manager for will monitor and coordinate the day-to-day activities of the Contract ("**Program Manager**"):

Sgt. Roger Hunt
Administrative Services Bureau
Technology Unit
Michigan State Police
7150 Harris Drive
Dimondale, MI 48821
Huntr4@michigan.gov
(989) 818-2225

11.3. Disclosure of Subcontractors

If during the Contract term the Contractor utilizes any subcontractors, the Contractor must provide 30 days prior written notice of the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

12. Security

The Contractor will be subject to the following security procedures: All personnel accessing criminal justice information systems or facilities are required to pass a fingerprint-based background check. Any criminal convictions may result in the Contractor being refused access to the facility.

In addition, fingerprint background checks are required for any technician requiring remote access. These technicians, if allowed remote access into MSP's Contractor solution, will utilize security tokens and authentication procedures as instructed by MSP and the Department of Technology, Management and Budget (DTMB).

The State may require the Contractor's personnel to wear State issued identification badges.

13. Pricing

13.1. Price Term

Pricing is firm for the entire length of the Contract.

The Contractor will be required to submit an Administrative Fee, as specified in Contract Terms Section 11, Administrative Fee and Reporting, on all payments from MiDEAL Members and other states (including governmental subdivisions and authorized entities) remitted under the Contract. The Contractor must include the Administrative Fee in their prices.

13.2. Price Changes

After the initial Contract Term, adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and



industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

14. Acceptance

14.1. Acceptance, Inspection and Testing

The agency will use the acceptance process defined in Section 8, Acceptance Testing; Acceptance, of the Contract Terms.

15. Invoice and Payment

15.1. Invoice Requirements

All invoices submitted to the State, as specified on the Purchase Order/Delivery Order and must include the following:

- (a) Date
- (b) Invoice Number
- (c) Contract Number/Master Agreement Number
- (d) Purchase Order/Delivery Order
- (e) Quantity
- (f) Description of product (including serial number) and services
- (g) Name of person placing order
- (h) Unit Price
- (i) Discounts or Credits
- (i) Total Price
- (j) Billing Address
- (k) Shipping Address

Only properly submitted invoices will be officially processed for payment.

15.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT) or procurement card.

16. Additional Requirements

16.1. Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

16.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under this Contract.

16.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must



provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

16.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.



Schedule 2 Service Level Agreement

STANDARD SERVICE LEVEL AGREEMENT SUMMARY

TIER 1

When the State calls the Contractor's support line (1-866-384-3567) during normal business hours (7am-6pm CST), the State will speak to a technician within 30 minutes of placing the call. If it is outside of normal business hours, and it is a HIGH PRIORITY issue, the State will be connected to a technician within 1 hour. LOW PRIORITY issues are not addressed after hours.

The State will be given a RESOLUTION or the issue will be escalated to Tier 2 within 4 business hours. If an issue is escalated to Tier 2, the State will receive an email notification.

TIER 2

When an issue is escalated to Tier 2, the State will be contacted by a Tier 2 Representative within 4 business hours.

For LOW PRIORITY issues that are escalated to Tier 2, the State 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 HIGH PRIORITY issues that are escalated to Tier 2, the State 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 an issue is placed on ENGINEERING HOLD, the State will be notified within 4 business hours.

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

Issues placed on ENGINEERING HOLD are very complex and are often unique to the State's environment. Therefore, there is no expectation given of resolution time.

REPLACEMENT HARDWARE

If a RESOLUTION requires hardware repair/replacement, and ...



1. The malfunctioning hardware component is covered by a current Contractor Hardware Warranty (including “No Fault” or “Standard”) or other valid Contractor Service contract that includes hardware repair, and is a component of the CAMERA SYSTEM HARDWARE, where possible, a replacement hardware component will be sent as an advanced replacement the next business day via UPS Ground. –or–
2. The malfunctioning hardware component is covered by a current Contractor Hardware Warranty (including “No Fault” or “Standard”) or other valid Contractor Service contract that includes hardware repair, and is a component of the IT SYSTEM HARDWARE, the component will be shipped from the Contractor Vendor in the most expedient manner possible. Often, IT SYSTEM HARDWARE must ship from then vendor to Contractor for configuration before it can then be shipped to the State. –or–
3. The malfunctioning hardware component is NOT covered by a current Contractor Hardware Warranty (including “No Fault” or “Standard”) or other valid Contractor Service contract that includes hardware repair, the component must be shipped to Contractor for service. The State is obligated to pay for the freight to and from Contractor as well as the labor and parts required to perform the unit repair.

For RESOLUTIONS that require hardware repair/replacement, the resolution is considered to have occurred at the moment that the malfunctioning hardware was identified. Thus, resolution times are unaffected by how long it takes for the State to receive replacement product or repair defective product.

SUMMARY TABLE

Origin	Support Team	Priority	Service Response	Status Updates	Resolution Or Escalation
Direct Call	Tier 1	LOW or HIGH	< 30 minutes of initial call	N/A	< 4 hours
Escalation	Tier 2	LOW	< 4 hours of escalation	N/A	< 3 days
Escalation	Tier 2	HIGH	< 4 hours of escalation	N/A	<1 days
Escalation	Eng Hold	LOW	< 4 hours of escalation	Daily	N/A
Escalation	Eng Hold	HIGH	< 4 hours of escalation	Every 4 Hours	N/A

Note: hardware replacement is not included in RESOLUTION time.

TERMS AND DEFINITIONS

SERVICE RESPONSE

SERVICE RESPONSE (SR) is the maximum amount of time that it will take for a Contractor Technician to respond to a request for COVERED PRODUCT support. The SR is not affected by automated responses. The responder must be a Contractor 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 Contractor devices, review new video evidence, and present new video evidence to court.

RESOLUTION

RESOLUTION occurs when Contractor 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 Contractor 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 Contractor 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 Contractor, etc.

IT SYSTEM HARDWARE

IT SYSTEM HARDWARE is any hardware purchased from Contractor, manufactured by a 3rd party for the purpose of connecting and running the Contractor 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 issue RESOLUTION.

ISSUE PRIORITIES

LOW PRIORITY:

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

HIGH PRIORITY:



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

SERVER DOWN:

SERVER DOWN means that all users at the State site are unable to access Evidence Library.

ENGINEERING HOLD

ENGINEERING HOLD is a condition where an issue 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.

In the event the Contractor does not resolve or escalate a Tier 2 LOW PRIORITY or HIGH PRIORITY issue within the resolution or escalation timeframe specified in the Summary Table above, the issue will automatically escalate to an ENGINEERING HOLD.

MATERIAL BREACH

In the event of 2 or more unresolved Engineering Holds during two consecutive calendar months, State may terminate this Contract for material breach pursuant to provisions of Section 18.1 (Termination for Cause) of the Contract, provided the State notifies Contractor in writing of termination within 15 days of the end of such calendar month.



Schedule 3 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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The package contains software ("Software") and related explanatory written materials ("Documentation"). "Software" includes any upgrades, modified versions, updates, additions and copies of the Software. "You" means the person or company who is being licensed to use the Software or Documentation. "We" and "us" means WatchGuard, Inc.

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- Place the Software onto a server so that it is accessible via a public network such as the Internet; or
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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.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

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.

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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. This license agreement is governed by the laws of the State of Michigan.
4. 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.



Schedule 4 REDACTIVE END USER LICENSE AGREEMENT

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STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 5 PRICING

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all Contract Activities that may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.



1. PRICING METHODOLOGY - Michigan State Police

Part #	Description	Contract Price
IN-CAR CAMERA HARDWARE		
4RE-200-GPS-MSP	4RE High Definition In-Car Video System <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Wireless Kit, 5GHz (Includes Radio, Antenna, PoE, 2-10' Ethernet Cables) Device License Shipping Charges	\$5,131.00
4RE-VIS-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA Wi-Fi <i>Includes:</i> Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,878.37


WATCH GUARD

4RE-VS2-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA Wi-Fi Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD Wi-Fi Integrated Wearable Camera VISTA HD Wi-Fi Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,001.30
4RE-VS3-BUN-MSP	4RE High Definition In-Car Video System with Integrated VISTA XLT Includes:Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLTi Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$5,993.37



WATCH GUARD

4RE-VS4-BUN-MSP	4RE High Definition In-Car Video System with (2) Integrated VISTA XLT Includes: Choice of HD Front Camera: ZSL, Panoramic, or HD Mini Zoom Separate Back Seat Camera (2) VISTA HD XLT Integrated Wearable Camera VISTA HD XLT Charging / Transfer Base 4RE In-Car 802.11n Wireless Kit, 5GHz 4RE, VISTA, Smart PoE Switch (Connects the 4RE In-Car Video System to the VISTA HD XLT Wearable Camera in the vehicle) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 32GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 3-Year warranty on ALL in-car components 4RE IUPS Uninterruptable battery backup Device License Shipping Charges	\$7,231.30
WIRELESS TRANSMITTER OPTIONS - PICK ONE PER SYSTEM ORDERED		
Included w/Package Above	Option 1 - Single HIFI Mic and Single Mic Cradle	\$0.00
CRADLE UPGRADE	Option 2 - Upgrade to Dual HIFI Mic Cradles, Single HIFI Mic Transmitter	\$325.00
2MIC UPGRADE	Option 3 - Upgrade to Dual HIFI Mic Cradles and Dual HIFI Mic Transmitters	\$555.00
VISTA Body Worn Camera		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,022.68
VIS-XLT-WIF-DVR	VISTA XLT Wi-Fi Wearable Camera and Device License <i>Extended Capacity. Includes: Mounting Hardware</i> Two (2) Year warranty on ALL components	\$1,137.68
EVIDENCE MANAGEMENT SOFTWARE		
KEY-EL4-SRV-001	Evidence Library 4 Site License	\$1,000.00
SFW-MTN-EL4-ADD	Evidence Library 4 - Annual Software Maintenance per DVR	\$85.00
NOTE	Annual Software Maintenance Cap: DVR's not to exceed \$552,500 per 5 year contract or \$110,500 per year	
KEY-WGV-RED-E01	REDACTIVE Redaction Software, Single Seat License, Optional	\$3,995.00



WAR-WGR-MNT-001	Software Maintenance, REDACTIVE, 1st Year (Months 1-12)	\$785.00
WAR-WGR-MNT-002	Software Maintenance, REDACTIVE, 2nd Year (Months 13-24)	\$785.00
WAR-WGR-MNT-003	Software Maintenance, REDACTIVE, 3rd Year (Months 25-36)	\$785.00
WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	\$2,250.00
WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	\$785.00
HDW-4RE-SRV-003	SMALL SERVER - 1-6 Concurrent DVR's Downloading - Server, Tower, Intel i7 3.40 GHz, 8GB RAM, 3x6TB SATA 7,200 RPM drives, 12TB usable video storage, Windows 10 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty.	\$3,995.00
HDW-4RE-SRV-102	MEDIUM SERVER - 7-16 DVR's concurrently downloading - 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 X9DRI-F, Intel C602 Chipset, up to 1TB ECC DDR3 RAM, PCI-E 3.0, (HD SQL) 3x480GB SSD, M500DC, RAID 4 array, 959GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 9875.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$10,100.00
HDW-4RE-SRV-201	LARGE SERVER - 17-36 DVR's concurrently downloading - 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, (HD SQL) 3x800GB SSD, M500DC, RAID 5 array, 1600GB usable. 16TB Video Storage Space in RAID 6 configuration - Cost is 10975.00 + 225.00 shipping. 3-Year full service (on-site or reimbursed) warranty.	\$11,200.00
<p>REDACTIVE Software: WatchGuard, Inc. will provide Michigan State Police with 1 complimentary copy (or seat) and three-year support package of "Redactive" for each copy and support package the state purchases at the total proposed contract price of \$6,245.00.</p> <p>Servers: WatchGuard, Inc. will subsidize 50% the cost of servers required to support our Hybrid solution at the largest district deployments (defined as over 50 cruisers at one site). The most immediate example of this, as we understand the timeline we've discussed, would be the large Metro Detroit Districts.</p> <p><i>Contact WatchGuard if a server is needed for more than 36 concurrent DVR's</i></p>		
WAP-BLD-05G-001	WiFi Access Point, Configured, 802.11n, 5GHz, Sector (included PoE)	\$250.00
WARRANTIES AND MAINTENANCE		
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	\$450.00
WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	\$1,375.00
WAR-VIS-CAM-NOF	VISTA HD EXT No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$354.27
WAR-VIS-HWS-BUN	VISTA HD EXT No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$554.27



WAR-VIS-WIF-NOF	VISTA HD Wi-Fi No Fault Warranty, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$450.00
WAR-VIS-NFW-BUN	VISTA HD Wi-Fi No Fault Warranty, Hardware and Software Bundle, Years 1-3 <i>Replaces standard warranty and must be purchased up front</i>	\$650.00
SFW-MNT-EL4-002	Evidence Library 4 Software Maintenance, 2nd Year	\$85.00
SFW-MNT-EL4-003	Evidence Library 4 Software Maintenance, 3rd Year	\$85.00
SFW-MNT-EL4-004	Evidence Library 4 Software Maintenance, 4th Year	\$85.00
SFW-MNT-EL4-005	Evidence Library 4 Software Maintenance, 5th Year	\$85.00
IMPLEMENTATION SERVICES		
SVC-4RE-ONS-400	System Configuration - 1st Location (two days) <i>Includes:</i> <i>Configuration services per location</i> <i>WG Technical Services on-site installing and configuring Evidence Library, Remote Client, and SQL database</i> <i>Programming all access points and available DVR units</i> <i>End-to-end system testing</i> <i>Training for: hardware end users, back office software users, and system administrators</i>	\$2,500.00
SVC-WGV-ONS-200	System Configuration – Each Additional Consecutive Day, if needed.	\$1,000.00
SVC-4RE-INS-100	In-Car Hardware Installation <i>Optional service performed at a location of the service provider's choosing, per cruiser.</i>	\$550.00
SVC-4RE-INS-100	In-Car Hardware Installation, On Location <i>Optional service performed at MSP location, per cruiser.</i>	\$600.00
SVC-4RE-ONS-400	In-Car Hardware Installation Training <i>Performance of 1-2 in-car hardware installations and training for MSP technicians</i>	\$2,500.00
SVC-4RE-ONS-300	Access Point Installation <i>Optional service to install access points and cable runs onto MSP building locations. Price quoted is a not-to-exceed amount, per AP.</i>	\$1,000.00
OPTIONAL ITEMS		
VIS-EXT-WIF-001	VISTA HD Wi-Fi Wearable Camera (also needs device license if new) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	\$947.68
WGA00607-KIT	4RE, iUPS	\$375.00
N/A***	VISTA Mobile Companion App	\$75.00
MIC-WRL-DTC-400	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$94.05
USB-DRV-300-32G	4RE, USB 3.0 Thumb Drive, Rubberized, 32GB	\$66.50
VIS-CHG-BSE-KIT	VISTA HD, USB Charge and Upload Docking Base	\$90.25
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch <i>Connects the 4RE In-Car Video System to the VISTA HD Wi-Fi wearable camera in the vehicle</i>	\$185.25
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	\$1,324.10
VIS-CHG-WIF-BSE	VISTA, VISTA HD, WiFi Charging Radio Base Station	\$190.00



VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	\$30.00
VIS-MNT-KIT-002	VISTA HD Chest Mount with Straps	\$80.00
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$52.25
VIS-BLT-CLP-002	VISTA HD Duty Belt Clip	\$19.00
VIS-SHR-CLP-200	VISTA HD Shirt Clip with Slider	\$28.50
VIS-MNT-MOL-002	VISTA HD, Molle Vest Adapter Clip	\$19.00
VIS-MNT-TRI-001	VISTA HD, Tripod Mount Base Adapter	\$33.25
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00
VIS-MNT-RAM-001	VISTA HD, Ram Mount Kit	\$35.00
VIS-MNT-RAM-002	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$125.00
VIS-WRL-BAT-100	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAH	\$35.00
VIS-WRL-BAT-001	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAH	\$45.00

*****SmartConnect is a free application that can be found in the App Store on your smartphone or tablet**

Spare parts and newly added items and products will be made available to the State of Michigan at equivalent discount (minimum 5%)



SCHEDULE 6 User Acceptance Testing

The parties agree as follows:

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** have the respective meanings given to them in the Contract.

“Acceptance” has the meaning set forth in **Section 3.5** of this Schedule.

“Acceptance Tests” means such tests as may be conducted in accordance with **Section 7** of this Schedule and the Statement of Work to determine whether the Software meets the Requirements.

“Defect” means any failure or failures of the Software or Hardware to conform to the Requirements, and any applicable specifications set forth in the Documentation.

“Integration Testing” has the meaning set forth in **Section 3.1(c)** of this Schedule.

“SUITE” means the State Unified Information Technology Environment, which was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management.

“Test Data” means Contractor’s or the State’s test data and testing scripts for use in Acceptance Testing during UAT.

“Test Environment” means the operating environment created by Contractor for purposes of UAT.

“Testing Period” has the meaning set forth in **Section 3.1(b)** of this Schedule.

“Test Results” means the results Contractor or the State expects to be achieved by processing the Test Data using the Software.

“UAT” means User Acceptance Testing.

“UAT Plan” means Contractor’s written plan outlining the UAT schedule, procedures for logging Defects and tracking corrections and re-testing status.

2. Parties Obligations for UAT.

2.1 Contractor Obligations. Contractor will complete the following tasks as part of UAT:

- (a) Install, configure and deploy the Software into the Test Environment;
- (b) Install, configure and deploy all related Hardware necessary for the Software to fully function in accordance with the Requirements;



- (c) Create and provide to the State sufficient Test Data and Test Results to adequately test the Software, including testing of any Hardware for purposes of Integration Testing;
- (d) Review any State-created Test Data and provide necessary feedback to the State;
- (e) Assist the State with completing any necessary SUITE documentation;
- (f) Communicate to the State that the Testing Environment is ready for use prior to initiation of Acceptance Tests;
- (g) Create a written UAT Plan;
- (h) Train State staff on how to perform Acceptance Tests using the UAT Plan.
- (i) Correct Defects in Test Results in accordance with **Section 7** of this Schedule, which are identified by Contractor or the State during the testing Period;
- (j) Conduct regular status meetings during UAT to assess Test Data and Test Results; and
- (k) Provide a tracking system for Contractor and the State to log Defects and track corrections and re-testing status.

2.2 State Obligations: The State will complete the following tasks as part of UAT:

- (a) Create its own Test Data for use in UAT;
- (b) Develop and add approved tests to the UAT Plan;
- (c) Execute tests and report Test Results to Contractor in accordance with the UAT Plan;
- (d) Participate in regular testing status meetings;
- (e) Enter defects from Test Results into the Contractor-provided issue tracking system. Details to be entered include a minimum of: (i) detailed description of the problem (include screenshot(s) if applicable); and (ii) steps needed to reproduce the issue;
- (f) Perform regular retest of Contractor resolved defects based on mutually agreed schedule; and
- (g) Work with Contractor to prioritize issues that arise during UAT.

3. Acceptance Testing; Acceptance.

3.1 Acceptance Testing.

- (a) Unless otherwise specified in the Statement of Work, upon installation of the Software and Hardware and direction from Contractor that the Software is ready to be tested by the State, acceptance



tests will be conducted as set forth in this **Section 7** to ensure the Software conforms to the requirements of the Contract, the Statement of Work, and the applicable Requirements.

(b) All Acceptance Tests will take place at a designated State facility, with remote access to the Software, commencing on the Business Day following Contractor's notice that the Software is ready to be tested by the State, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the State, and if requested by the State, Contractor will make suitable Contractor Personnel available to assist or guide such Acceptance Tests. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(c) All Hardware must be delivered at the same time as the Software, and Acceptance Tests will also be performed on the integrated system as a whole to ensure full operability, integration, and compatibility among all elements of the Software and Hardware ("**Integration Testing**").

(d) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Defect in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Defect, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

3.2 Notices of Completion, Defects, and Acceptance. Within fifteen (15) Business Days following the final completion of all Acceptance Tests, including any Integration Testing, the State will prepare and provide to Contractor written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Defect in the tested Software.

(a) If such notice identifies any Defects, the parties' rights, remedies, and obligations will be as set forth in **Section 3.3** and **Section 3.4** of this Schedule.

(b) If such notice identifies no Defects, such notice constitutes the State's Acceptance of such Software.

3.3 Failure of Acceptance Tests. If Acceptance Tests identify any Defects, Contractor, at Contractor's sole cost and expense, will remedy all such Defects and re-deliver the Software, in accordance with the Requirements. Re-delivery will occur as promptly as commercially possible and, in any case, within fifteen (15) Business Days following, as applicable, Contractor's receipt of the State's notice under **Section 3.2**, identifying any Defects.

3.4 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Defect in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 7**; or



(b) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate the Contract for cause.

3.5 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to perform Integration Testing) will occur on the date of the State's delivery of a notice accepting the Software under **Section 3.2(b)** of this Schedule.



SCHEDULE 7

Terms for On-Site Hardware

1. **Definitions.** All initial capitalized terms in this Schedule that are not defined herein shall have the respective meanings given to them in the Contract.
2. **Hardware.** Contractor must provide fully functioning Hardware that fully integrates with the Software.
3. **Delivery.** Contractor must deliver the Hardware to the locations designated by the State by the delivery date specified by the State. Five days prior to the actual delivery date, Contractor must give written notice to the State specifying the precise delivery date and time. Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. Contractor acknowledges that no item will be considered delivered on the delivery date if it is damaged or otherwise not ready for the State to begin its acceptance procedures. Contractor must, at a minimum, package the Hardware according to industry standards and include a packing slip with each shipment. Contractor must also arrange for any rigging and drayage necessary to deliver the Hardware. All costs associated with packaging, shipping, transportation, delivery and insurance are to be borne by Contractor.
4. **Installation, Integration and Configuration.**
 - a. Contractor must unpack, assemble, install the Servers and, integrate, interconnect, and configure all the Hardware at the locations specified by the State. Where necessary to complete installation, Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, and floor protection panels as necessary. After completing installation, Contractor must provide the State with written notification that the Hardware is ready for use.
 - b. Contractor must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the applicable Hardware at the locations specified by the State so that they are ready for use and acceptance, including where applicable providing and setting up all required connections to the power supply and any other necessary cables and any other accessories or supplies.
 - c. Contractor must leave all work areas clean once installation is complete, which includes removing and disposing of all packing materials.
 - d. Unless otherwise provided for in the Pricing Schedule, all costs associated with the installation services described in this **Section** are to be borne by Contractor.
5. **Documentation.** Contractor must provide to the State all end-user documentation for the Hardware. The documentation, at a minimum, must include all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware, installation requirements, and operating instructions, as well as details about the software programs with which the Hardware functions.
6. **Acceptance.** The following Section applies generally to the acceptance of Hardware, but is subject to the more specific UAT Test Plan set forth in **Schedule 6** if the Hardware being tested is part of the UAT process.
 - a. The Hardware is subject to inspection and acceptance by the State. As part of its acceptance process, the State may test any function of the Hardware to determine



whether they meet the requirements set forth in the Statement of Work. If the Hardware does not meet the requirements set forth in the Statement of Work, the State may reject the Hardware or require that they be corrected at Contractor's sole cost and expense before accepting them.

- b. Acceptance by the State does not relieve Contractor of its responsibility for defects in the Hardware or other failures to meet the requirements of the Statement of Work or of its support and maintenance obligations.
- c. The procedure for acceptance will be as follows:
 - i. Contractor must notify the State in writing once the Workstations are ready for use, in accordance with **Section 4.a** above;
 - ii. the State will have ten (10) Business Days to perform its acceptance procedures (the "**Acceptance Period**"); and
 - iii. if the State provides notice of any deficiency during the Acceptance Period, Contractor must address the deficiency at no cost to the State as soon as possible and notify the State in writing once the work is complete, at which time the State will be entitled to re-inspect the Hardware and the Acceptance Period will start again.

7. Support and Warranty for Hardware.

- a. Contractor will provide maintenance and support of the Hardware in accordance with the requirements set forth in the Service Level Agreement.
- b. Contractor will provide the following warranties regarding Hardware: Warranties for In-Car Hardware as attached as Schedule 9, Wearable Camera Hardware as attached as Schedule 10, VISTA No-Fault 3 Year Extended Warranty as attached as Schedule 11, and the Warranties for Servers as attached as **Schedule 8**. Any and all product warranties shall survive the termination of this Contract for the length of the applicable warranty.

8. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Hardware remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Hardware, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Hardware remains with Contractor. Rejected Hardware not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Hardware. Title passes to the State upon final acceptance of the Hardware.



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SCHEDULE 8 **Hardware Warranties for Servers**



SERVER FULL SERVICE WARRANTY

ACTIVATION - This Service Plan is activated, and the below terms and conditions apply, on the date of shipment of the Equipment by the Manufacturer (“WatchGuard Video”). User registration is not required to activate this Service Plan.

SERVICE PLAN - This Service Plan applies to on-site computer repair services that are available to you from Exelus, LLC (“Exelus”) for the Equipment you purchased. Exelus shall provide to the User the services described in this Service Plan for a period of three (3) years.

COVERAGE - (1) To obtain performance under this Service Plan, an End User should call Exelus at their toll-free number 866-668-2773 and report the nature of the problem with the Equipment. Only representatives of Exelus or authorized Exelus service providers may perform repairs on the Equipment under this Service Plan. (2) During the Service Plan Period, Exelus will repair or replace, at the option of Exelus, any Equipment having a defect in material or workmanship. All replacement parts shall be provided by WatchGuard Video at no cost to End User. Exelus will return the Equipment to a like factory shipped condition. Exelus will not reload User’s software. Circumstances may; however, require the reloading of the operating system as originally installed by the Manufacturer. Replacement parts are new or like-new (tested equivalent to new). Exelus may provide replacement parts made by various manufacturers when supplying parts to User. All replacement parts shall also be covered under this Service Plan for the remainder of the Service Plan Period or thirty (30) days (whichever is longer) and WatchGuard Video warrants that replacement parts will be interchangeable with the parts they are to replace, and will conform to the specifications current when they are shipped. (3) Some problems or defects may require Exelus to reformat or replace a Hard Disk Drive. Under such circumstances all data on the disk drive may be lost. The User is solely responsible for the security of User’s data. Neither Exelus nor the authorized Exelus service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. Exelus strongly



advises End User to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure. Exelus service providers are required to return all replaced and/or unused components including Hard Disk Drives. Users that intend to keep a failed Hard Disk Drive to attempt data recovery or protect the data must make arrangements to purchase a replacement Hard Disk Drive prior to the service incident. Neither Exelus nor WatchGuard Video will accept the failed Hard Disk Drive after the service incident has been closed. (4) Exelus representatives will initially attempt to diagnose problems over the telephone. Telephone technical services are available on the Exelus toll-free service line, 866-668-2773, during normal business hours (7 AM to 7 PM CST) Monday through Friday.

EXCLUSIONS - This Service Plan does not include: (1) Service or replacement of peripherals including, but not limited to, keyboards, mice, monitors, scanners, speaker sets, external drives, backup media, power protection devices, or Equipment specified by WatchGuard Video as special, non-stock, or custom ordered goods. These items may be warranted by WatchGuard Video or Manufacturer; (2) Installation or set-up of the Equipment; (3) Service needed as a result of moving the Equipment; (4) Physical and/or cosmetic damage to the exterior surface or housing of the Equipment; (5) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment; improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than qualified service providers; (6) Service needed as a result of improper operating environment; (7) Any problem not involving a defect in the Equipment hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, and operating system problems and errors; (8) Any problem deemed by Exelus, in its sole discretion, that cannot be solved by on-site replacement of defective Equipment hardware; or (9) Use of any item with the Equipment if the item is not designated by WatchGuard Video for use with the Equipment.



RESPONSIBILITIES OF USER - User shall: (1) operate the Equipment in an environment meeting WatchGuard Video's specifications; (2) protect the supply of electricity to the Equipment through the use of appropriate surge protection devices; (3) comply with WatchGuard Video's operating manual; (4) if you are experiencing hardware difficulties and are receiving diagnostic messages, print out or make note of the error message and communicate it to an Exelus help desk technician; (5) permit no work on the Equipment except by qualified service providers who are properly trained; (6) have an adult representative present whenever Exelus provides support services; (7) perform such diagnostic procedures or programs as requested by an authorized Exelus representative; (8) safeguard and deliver to an authorized Exelus service provider all replacement parts and/or accessories shipped by the Manufacturer to End User.

Either the part(s) to be replaced or the replacement part(s) or item(s) shipped to End User must be returned to the Service Provider at the time of service. End User assumes financial responsibility for all parts and accessories, including, but not limited to, cables, diskettes, manuals and other accessories bundled with component(s), shipped to User until the items or parts replaced are returned to the Service Provider. User may be required to supply a valid credit card number and expiration date (i.e. VISA or Master Card) to secure reimbursement to WatchGuard Video in the event of physical or cosmetic damage and/or all defective or unused parts, components and accessories are not returned to the Service Provider at the time of service.

TRANSFER OF SERVICE PLAN - This Service Plan may be transferred at any time during the original term hereof. The transferee succeeds to the remaining term of the Service Plan.

LIMITATION OF LIABILITY - NEITHER EXELUS NOR ITS AUTHORIZED SERVICE PROVIDERS HAVE ANY LIABILITY TO USER(S) FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS OR DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF EXELUS OR ITS SERVICE



PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT EXELUS AND/OR ITS AUTHORIZED SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST EXELUS OR ITS AUTHORIZED SERVICE PROVIDERS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS SERVICE PLAN. LAWS VARY FROM STATE TO STATE SO THE ABOVE LIMITATIONS MAY NOT APPLY.

PARTS AVAILABILITY - Because of the rapid development of technology in the computer industry, or for other reasons, a particular part may not be available from WatchGuard Video. In such an event, Exelus will make reasonable efforts to locate a compatible replacement part(s) from other sources. If Exelus cannot locate a compatible replacement part(s), then, if possible, Exelus will offer to upgrade User's system to the least expensive configuration that can be serviced. If User elects to accept the offer to upgrade, then User shall repay Exelus for the cost of the upgrade. In the event User chooses not to accept the upgrade Exelus shall not be responsible to make repairs under this Service Plan.

MISCELLANEOUS - This Service Plan shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Service Plan is void or unenforceable, the parties agree to delete it and agree that the remainder of this Service Plan will continue to be in effect. Exelus may assign this Agreement to any entity owned or controlled by Exelus LLC. This Service Plan contains the entire understanding of the parties and supersedes all previous verbal and written agreements with regard to the subject hereof. No term or condition of any purchase order or other writing issued by User inconsistent with this Service Plan will be binding upon Exelus.



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SCHEDULE 9 **In-Car Hardware Warranty**

IN-CAR HARDWARE WARRANTY

WatchGuard, Inc., 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 **THREE-YEARS** from the date of purchase. A defective component that is repaired or replaced under this 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, Inc., 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, Inc.

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

PARTS AND COMPONENTS NOT COVERED – The 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 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 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, Inc.'s liability is limited to the repair or replacement of components. WatchGuard, Inc. will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system. Unless the installation was performed by WatchGuard, Inc., WatchGuard, Inc.



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, Inc. to be defective in material or workmanship, WatchGuard, Inc. 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, Inc. 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, Inc. 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.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard, Inc. WatchGuard, Inc. 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, Inc.'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.

EXTENDED WARRANTY – The terms of this Schedule 9 apply to the extended warranty for in-car hardware. Extended Warranties may be purchased directly from WatchGuard, Inc. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period 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. Should you have any further questions regarding the WatchGuard, Inc. warranty, please direct them to:



WatchGuard, Inc.

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



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SCHEDULE 10 **Wearable Camera Hardware Warranty**

WEARABLE CAMERA HARDWARE WARRANTY

WatchGuard, Inc., 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 **TWO-YEARS** from the date of purchase. A defective component that is repaired or replaced under this 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, Inc., 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, Inc.

PARTS AND COMPONENTS COVERED – All parts and components, including consumable items such as batteries, and repair labor of the warranted unit manufactured and/or installed by WatchGuard, Inc. are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Warranty excludes camera mounts and normal wear and-tear items such as frayed or broken cords and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper use, or extraordinary environmental damage (such as submersion in liquid) to the unit during the warranty period at rates normally charged for repairing such units not covered under the 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 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, Inc.'s liability is limited to the repair or replacement of components. WatchGuard, Inc. will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is diagnosed by WatchGuard, Inc.'s Customer Service phone support and proves to be defective in material or workmanship, WatchGuard, Inc. shall replace the defective 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 unit, which must be received by



WatchGuard, Inc. within thirty days. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard, Inc. 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, Inc. WatchGuard, Inc. 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, Inc.'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.

EXTENDED WARRANTY – A 3 Year Extended "No-Fault" Warranty may be purchased directly from WatchGuard, Inc. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period 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. Should you have any further questions regarding the WatchGuard, Inc. warranty, please direct them to:

WatchGuard, Inc.

Attn: Customer Service Department 415 Century Parkway
Allen, Texas 75013

(800) 605-6734 Toll Free Main Phone

(972) 423-9777 Main

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support@watchguardvideo.com



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SCHEDULE 11

Vista No-Fault 3 Year Extended Hardware Warranty

VISTA NO-FAULT 3 YEAR EXTENDED HARDWARE WARRANTY

WatchGuard, Inc., in recognition of the high demands placed on all equipment worn, and used by Police Officers is offering the following No-Fault Warranty option. WatchGuard 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 **TWO YEARS** from the date of purchase in its standard Warranty.

The No-Fault 3 Year Extended Warranty may be purchased directly from WatchGuard, Inc. 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, Inc., 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, Inc.

PARTS AND COMPONENTS COVERED – The VISTA No-Fault warranty covers all parts and components of the VISTA Standard, and the VISTA Extended capacity 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, Inc. 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, Inc.'s liability is limited to the repair or replacement of components. WatchGuard, Inc. will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, WatchGuard, Inc. 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, Inc. 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, Inc.'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, Inc. Video No-Fault warranty, please direct them to:

WatchGuard, Inc.

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



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SCHEDULE 12 **Technical Requirements**

All In-Car and Body Worn Video Recording Systems (VRS's) and related audio equipment must integrate with the backend solution and conform to the applicable minimum standards as set by the following:

- a) Electronic Industries Association (EIA)
- b) Federal Communications Commission rules and regulations (FCC)
- c) Institute of Electrical and Electronic Engineers (IEEE)
- d) International Electrotechnical Commission (IEC)
- e) International Organization for Standardization (ISO)
- f) National Fire Protection International (NFPA)
- g) National Highway Traffic Safety Administration (NHTSA)
- h) Society of Automotive Engineers (SAE)
- i) Underwriters Laboratories Inc. (UL)

Any items installed in the interior of the vehicle must meet the requirements stated in Federal Motor Vehicle Safety Standards.

Contractor must provide the necessary brackets, mounting hardware, and installation instructions that, if followed properly, must ensure the vendor's equipment is installed in accordance with all appropriate Federal Motor Vehicle Safety Standards (FMVSS) during the term of this Contract with the State.



Technical Requirements

General Hardware/Software Requirements:

Contractor's System must have controlled access to video evidence, define roles, permissions, users and passwords.
Contractor's System must include a complete audit trail with any access, modification, deletion, or export action recorded within the audit trail. The audit trail must include date, time, user and action performed.
Contractor's System must have the capability to create multiple event labels, tags, markers, and clips without altering the original video files.
Contractor's System must have the ability to search all video files within the Contractor's solution, with access adjusted by permissions and roles.
Contractor's System must have a secure method to access the camera system to prevent any unauthorized access to recording device data.
Digital video file of the Contractor's System must provide ability to determine and authenticate an original file or indicator file has been modified.
In case of system failure or damage, Contractor must provide a method to recover video and data files, at no additional cost to the State. If a camera system experiences a failure or is damaged, the State will ship the camera system to Contractor's headquarters. Once received, the Contractor's recovery team will extract the files and send them back to the State on a storage drive, at no additional cost to the State.
Contractor's System must have fleet management settings with manual and wireless options for installing VRS firmware or updating configurations. Device firmware must be included free of charge.
Contractor's System must have the ability to export video in a nonproprietary format, with no proprietary file players required to view the video.
Contractor's System must have the ability to export to physical media (i.e. DVDs, Blu-Ray, and USB thumb drive).
Contractor's System should have the optional ability to integrate with Microsoft Active Directory.
Contractor's System must have redactive capabilities.

In Car Camera Requirements:

Screen/Monitor	Must have a display/control center (separate from Mobile Data Computer) minimum 3 inches / maximum 6 inches diagonal with color display.
	Control center must allow video review, event category and report number labelling.
	Field review and labelling of historical videos from control center.
Display	User controlled brightness dimming (from full brightness to off) and "covert" mode to turn off all display indicators/lights while maintaining record status. Monitor should include a non-glare touchscreen or mechanism to control video in the vehicle.
Temp Range	Sub Zero to 120 Degrees Fahrenheit
Display Viewing Angle/Diag.	Rotation of 360 Degrees or 180 front facing
Microphone	Wireless audio from range of 1000 feet with bi-directional record activation of audio and video.
	12 hour record time battery life with recharge options inside the patrol vehicle
	Product must have low battery indicators provide process for system to power down without causing any damage to recording device or video storage unit.
	Mute option on wireless mic.
	"Covert" mode option to silence all lights/sounds.
	Full 2.25" Sam Browne duty belt clip or belt pouch, without requiring uniform modifications.
	Subzero to 100 Degrees Fahrenheit operation
	Wireless mic must indicate loss of sync/connection with VRS.
	If properly synced with VRS, must not lose sync due to loss of range or temporary loss of power (i.e. – Audio must resume when user is back in range, without a manual sync operation).
	Replaceable battery



	VRS must allow sync of 2 wireless microphones.
	Wireless mic must have an option for a lapel (remote) mic.
Activation	Product must power on with the vehicle ignition and record a triggered event independent of a user login. Record Button, Emergency Lights, Speed, Collision, wireless microphone and/or Siren. Activation and recording must occur without MDC requirements.
	The VRS must activate recording if triggered, regardless of any action or menu shown on the control center, during normal use. This requirement may not apply to a technician's diagnostic troubleshooting mode.
Sensors	There must be sensors to collect the status of the siren, brakes, speed of patrol car, VRS record status, and microphone audio status in the metadata/on video file. There should be a method to display the status indicators during playback.
Buffering	Pre-event buffering and continuous background video buffering.
Collision	There must be a method to ensure there is not a complete loss of video due to a collision. (e.g.-battery backup) This method should guarantee system fidelity except in the event of complete physical VRS storage destruction, due to the collision. Activate and record with pre-event in case of patrol car collision.
Duration	Record individual Events uninterrupted for minimum of
	3.5 hours.
Record Indicators	Illuminated indicator visible outside and to front seat
Front Camera Lens	Autofocus/Auto exposure; auto white balance, if applicable. Lens may be fixed or zoom capable.
	While interior camera is recording, front camera must also continue to record.
Internal Camera Lens	480 SD recording with infrared night vision recording Must be capable of recording both interior front seats.
	Internal camera activation must be separate from external camera activation, configurable to be controlled (triggered) by the user, or configurable to be on by default.
Interior Microphone	Must record interior microphone when interior camera is active. User must be able to mute internal microphone. VRS must display an indicator of audio status (mute or recording) of microphones.
Erasure Prevention	Erasing, Altering, and/or Recording over event video data.
Time Stamp	Video, Audio, Metadata must be consistent
Audit Log	Name/ID, automated verification of hashed data, access/views, edits, exports, archive status, purge/deletion
Equipment Diagnostic	Must perform self-test to complete functionality.
	Storage Space or Record Time Remaining must be visible
	Must send notification to user for any malfunction
Download	Must have wireless and manual download capabilities
Front Camera Field of View	57 degrees
High Definition Resolution	720p/30fps and option for lower resolution recording as set by system administrators
Equipment Mounts	Product must be a complete mountable solution to accommodate different types of patrol vehicles, (i.e. Ford Interceptor Sedan and SUV, Dodge Chargers, Chevrolet Tahoe). Product must not interfere with normal operation of the emergency vehicle; and must not create a safety risk for operators were passengers. Must not cause interference with any other electronic systems in operation (radio, computer, speed detection, etc.)
Video/Audio Recordings	System recording should be in a nonproprietary video format. Recording should be both audio and video, with separate channels and capabilities of recording events inside and outside the vehicle simultaneously.
Internal Storage	64 GB

**Body Worn Camera Requirements:**

Screen/Monitor	Control center must allow event category and report number labelling.
	Field review and labelling of historical videos from control center.
Display	User controlled brightness dimming (from full brightness to off) and "covert" mode to turn off all display indicators/lights while maintaining record status.
Temp Range	Sub Zero to 120 Degrees Fahrenheit
Display Viewing Angle/Diag.	130 Degrees Field of View
Microphone	Wireless audio from range of 1000 feet with bi-directional record activation of audio and video.
	12 hours HD or 13 hours SD record time battery life with recharge options inside the patrol vehicle
	Mute option on wireless mic.
	"Covert" mode option to silence all lights/sounds.
	Full 2.25" Sam Browne duty belt clip or belt pouch, without requiring uniform modifications.
	Wireless mic must indicate loss of sync/connection with VRS.
	If properly synced with VRS, must not lose sync due to loss of range or temporary loss of power (i.e. – Audio must resume when user is back in range, without a manual sync operation).
	Replaceable battery
	VRS must allow sync of 2 wireless microphones.
	Wireless mic must have an option for a lapel (remote) mic.
	Product must have low battery indicators provide process for system to power down without causing any damage to recording device or video storage unit.
Activation	Record Button, Emergency Lights, Speed, Collision, wireless microphone and/or Siren. Activation and recording must occur without MDC requirements.
	The VRS must activate recording if triggered, regardless of any action or menu shown on the control center, during normal use. This requirement may not apply to a technician's diagnostic troubleshooting mode.
Sensors	There must be sensors to collect the status of the VRS record status, and microphone audio status in the metadata/on video file. There should be a method to display the status indicators during playback.
Buffering	Pre-event buffering and continuous background video buffering.
Collision	Activate and record with pre-event in case of patrol car collision.
Duration	Record individual Events uninterrupted for minimum of 3.5 hours.
Record Indicators	Illuminated indicator visible outside and to front seat
Front Camera Lens	Autofocus/Auto exposure; auto white balance, if applicable. Lens may be fixed or zoom capable.
Erasure Prevention	Erasing, Altering, and/or Recording over event video data.
Time Stamp	Video, Audio, Metadata must be consistent
Audit Log	Name/ID, automated verification of hashed data, access/views, edits, exports, archive status, purge/deletion
Equipment Diagnostic	Must perform self-test to complete functionality.
	Storage Space or Record Time Remaining must be visible
	Must send notification to user for any malfunction
Download	Must have wireless and manual download capabilities
High Definition Resolution	720p/30fps and option for lower resolution recording as set by system administrators



Audio/Video Recordings	System recording should be in a nonproprietary video format. Recording should be both audio and video, with separate channels and capabilities of recording events inside and outside the vehicle simultaneously.
Internal Storage	32 GB
Wi-Fi and GPS	Must have built-in Wi-Fi and GPS
Integrate with In-Car VRS	Must fully integrate with in-car VRS
Smart Device Access	Manage features, categorize events and stream live video



STATE OF MICHIGAN

Contract No. 171 180000001059
Public Safety Video Systems

SCHEDULE 13 **Initial Implementation Plan**



INITIAL IMPLEMENTATION PLAN

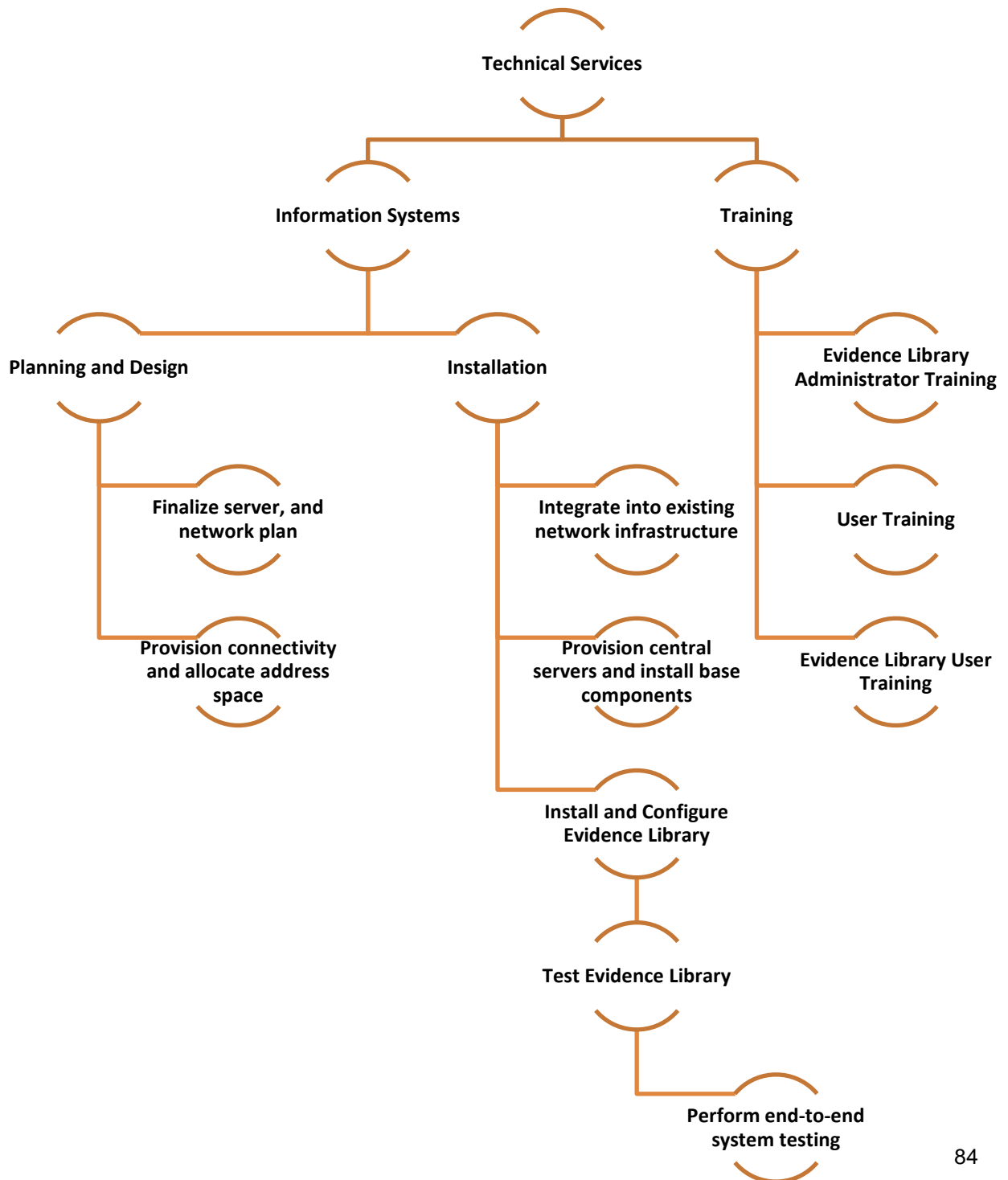
The purpose of the initial Implementation Plan is to present the detail required to successfully execute and control the project, facilitate communication among project stakeholders, and document approved schedule baselines. The project plan is a living document and is expected to change over time as more information about the project becomes available.

Within 30 calendar days of the Effective Date, the Contractor will submit a Final Implementation Plan to the State's Program Manager for final approval. The major steps in the deployment are outlined in more detail below. This plan will be adjusted for the number of locations and size of deployment but is used as a general guide.

Project Introduction	Understand the deployment process Collect the required information	Week 1
IT Call	Verify network information and server requirements Discuss access point installation	Week 1
Schedule Installation	Installation date is scheduled Preparation steps are discussed	Week 1
Confirm Schedule	Confirm installation date Determine if preparation steps are completed or on track	Week 3
Technician Introduction	Technician will make contact with you to cover the installation schedule	Week 4
Installation	Technician completes software installation, verifies wireless upload and trains either on-site or remotely	Week 6
Follow-Up	Review the installation and confirm satisfaction	Week 7

Work Breakdown Structure

The work breakdown structure identifies some of the project's major tasks to provide a framework for organizing and managing the work of the project.





Installation Schedule

Task	Task Description	Sample Start Date	Sample End Date	Resource
1.0	Project Initiation			
1.1	Project award	08/01/18	--	MSP DTMB and Project Owner(s) WV Project Owner(s) and support to provide required documentation.
1.2	Prerequisites Received: Signed Purchase Order Vehicle Documentation Network Diagram	8/10/18	8/10/18	MSP Project Owner(s)
1.3	Purchase Order Accepted	8/10/18	8/10/18	WG Sales Management
1.4	Project Kickoff Call	8/10/18	8/10/18	MSP Project Owner(s) WG Project Owner(s)
1.5	Planned Deliveries Begin *	09/10/18	TBD	MSP Project Owner(s) MSP Installers WG Project Manager
2.0	Planning and Design			

Task	Task Description	Sample Start Date	Sample End Date	Resource
2.1	System and storage design	08/13/18	08/13/18	Sales Engineer Project Manager Technical Services Engineer MSP Project Owner(s) and others TBD
2.2	Finalize server and network plan	08/14/18	08/14/18	Sales Engineer Project Manager Technical Services Engineer MSP Project Owner(s) and others TBD
2.3	Finalize installation locations and procedures	08/15/18	08/15/18	Sales Engineer Project Manager Technical Services Engineer MSP Project Owner(s) and others TBD
3.0	Information Systems Installation			
3.1	Provision network connectivity and allocate address space	09/24/18	09/24/18	Technical Services Manager Technical Services Engineer MSP Project Owner(s)
3.2	Provision server and install base components	09/24/18	09/24/18	Technical Services Engineer MSP Project Owner(s)



Task	Task Description	Sample Start Date	Sample End Date	Resource
3.3	Install, configure, and test Evidence Library	09/24/18	09/24/18	Technical Services Engineer MSP Project Owner(s) and others TBD
3.4	Perform end-to-end system testing	09/24/18	09/24/18	Technical Services Engineer MSP Project Owner(s) and others TBD Note: At least one MSP cruiser with a system fully installed (more is better) will be required at this point.
3.5	Complete information systems installation	09/24/18	09/24/18	Technical Services Engineer MSP Project Owner(s) and others TBD
4.0	Training			
4.1	Administrator training	09/25/18	09/25/18	Technical Services Engineer MSP Project Owner(s) and others TBD MSP Administrators
4.2	User training	09/26/18	09/26/18	Technical Services Engineer MSP Project Owner(s) MSP Troopers getting new systems and typically their Supervisors, as available.
4.3	Technician training	09/26/18	09/26/18	Technical Services Engineer MSP Project Owner(s) MSP Technicians.



***NOTE: Planned out deliveries are between 50-100 units per month dependent upon the Installer's pace.**

SYSTEM IMPLEMENTATION DETAILED DESCRIPTION

The following task list is broken down by implementation phase. 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 be finalized into the project as the work performance site is examined and the final plan is put into place. This phase includes understanding the layout of the Department and designing the solution to fit its individual needs, including, designing the back-end server system to the custom specifications of the Department, and designing the network topology. The following tasks will be required to complete this phase:

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

II. Execution – Information Systems and Fleet Installations

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

1. Server installation and configuration
2. Transfer station installation and configuration
3. System Configuration
 - a. Install and run the client software locally and from the network.



- b. Configure all the system settings and parameters, including: user information, security roles, evidence retention, etc. and export the configurations.
- c. Install and run clients on any machines the Department specifies and test.

III. Testing

A detailed Test Plan and Checklist have been provided in the section below.

1. Begin testing the solution as systems are deployed.
2. Apply any updates or fixes as necessary.
3. Deliver the solution to the Department.
4. After the Department is up and running, close monitoring of the solution will begin and will last for several days.

4RE TEST PLAN

TEST-01: Functional Testing

Upon arrival the WatchGuard Technicians will visually inspect In-car installations and equipment then begin the following tests to verify functionality.

In-Car Checklist (Pre-Configuration)

	Test Ignition Sensor: Does DVR power-on with ignition?
	Test Bullet Power: Is the Bullet Power LED lit?
	Test Bullet Connectivity: Is the Bullet LAN LED lit?
	Test In-Car Sensor – Light Bar: Activate Recording? Visual Indicator on Display Screen?
	Test In-Car Sensor – Brakes: Visual Indicator on Display Screen?
	Test In-Car Sensor – Siren: Visual Indicator on Display Screen?
	Test In-Car Sensor – AUX: Visual Indicator on Display Screen? (if applicable)
	Test Wi-Fi Microphone: Activate Recording? Indicator on Display Screen?
	Check GPS coordinates and speed on Display Screen
	Test Video Record, Stop, Review
	Test Rear Camera Activation: Check for proper orientation
	Test Microphone Volume: Wi-Fi and Cabin
	Test Manual Power Off
	Test Manual Power On
	Check Touch Screen Sensitivity and Accuracy: Calibrate, if necessary
	Test Display: Menu – Settings – Diagnose - Display



The Technicians will visually inspect the Access Point locations, mounting and cabling by following the checklist below.

Wireless Communication Checklist

	Check AP line-of-sight with parking area for cars
	Check that AP meets requirements (i.e. 5Ghz, 802.11n, 20/40Mhz)
	Check that recommended AP Channel range is used (i.e. 5805, 5820, etc...)
	Test Bullet Connectivity with AP: Bullet LEDs showing full spectrum?
	Check Wireless Settings: Menu – Settings – Diagnose – Wireless
	Check AP login through web interface
	Check Bullet communication through AP web interface
	Check Bullet/AP wireless communication RX/TX speed
	Log into the bullet using putty and ping the DVR

TEST-02: Operational Testing

Once the system hardware and software is installed the Technicians will begin Operational Testing by performing the following tests.

Post Configuration Checklist

	Check for signal indicator on display screen when car is within range of AP
	Check Network settings under Menu – Transfer - Network
	Test Officer Login: Verify officer list is accurate
	Verify recording triggers are working properly (i.e. light bar, Hi-Fi Mic, etc...)
	Create test recording: Verify Event Categories listed after hitting STOP
	Test 4RE Wireless upload to server: Check for upload indicator on display screen
	Test safe removal of USB from DVR: Hold STOP button for 3 seconds
	Turn Off Ignition: Check that display screen shows countdown timer
	Test 4RE USB upload to server via Import Scanner on remote PC client
	Test Evidence Library Client Login
	Test Evidence Library Client Video playback: Camera views, mic volumes, etc....
	Test Exporting Evidence Library video: To USB, CD/DVD, folder on computer
	Modify configuration and verify changes were pushed to the cars wirelessly
	Create a “Test” Case in Case Management



TEST-03: Performance (Benchmark) Testing

To verify proper performance the WatchGuard Technicians and/or Agency Staff can perform the following checks.

	Check upload transfer speed on DVR: Menu – Transfer
	Quality of Signal on the Access Point/s (Transmit CCQ)
	Signal Strength on the In-car Wireless Radio and Access Point/s
	Receiving and Transmission Rate on the Access Point/s(TX/RX Rate)

TEST-04: Final Acceptance Testing

During Final Acceptance Testing the Agency will evaluate the performance of the complete 4RE system for 30 days with 24/7 support from WatchGuard Video's Customer Service Team. The Agency is encouraged to sign up for our Web Portal to access our issue-tracking system. Any issues can be submitted over the phone, via email or through the Web Portal.

Test Plan

VISTA Test Plan Checklist	
	Test Desktop Dock Configuration: Check out Vista; verify configuration values chosen are reflected in unit operation.
	Test Desktop Dock Import: Import Video; verify successful transfer to server.
	Test Desktop Dock Auto Import: Verify auto import and transfer to server.
	Test Transfer Station Configuration: Check out Vista
	Test Transfer Station Auto Import: Verify auto import and transfer to server.
	Test Transfer Station Metadata reporting: Docked Vista's should report battery and import status.

IV. Training and Handoff

This Phase of the Implementation is described in Schedule 1 Statement of Work (SOW) of the executed Contract.