

## CONTRACT CERTIFICATION

*THIS IS NOT A PURCHASE ORDER!*

**BID/FILE NUMBER: 201200747**

**THIS BID NUMBER MUST BE SHOWN ON  
YOUR PURCHASE ORDER.**

**DATE:** May 10, 2012  
**REQUISITION NO:** PR11646592  
**TERMS:** Net  
**DELIVERY:**

TO: Jennifer Jackson  
DEPARTMENT - Crime Control and Public Safety  
Raleigh, NC 27699

In accordance with the requirements of General Statutes 143-52 and 143-53, we certify contract on the items listed below to be ordered by you. Issue orders immediately direct to the Vendor listed, giving complete shipping instructions. Order only the item(s) listed and in the quantity(ies) shown. Price(s) includes delivery to destination. Read the contract in its entirety including the attached General Contract Terms and Conditions to be aware of any action necessary on your part.

**COMMODITY NO: 880-11**

In Car Video Systems for Law Enforcement-3 Year Agency Specific Term Contract beginning May 10, 2012 @ \$4,730.00-estimated \$288,530.00

**Please pay attention to the Terms and Conditions point 19 (E-Procurement) of the original bid document. Vendors are expected to pay their E-Procurement fee promptly, as specified in the Terms and Conditions. Failure to pay promptly will result in action against the vendor, as such failure constitutes a material breach of contract, per the Terms and Conditions.**

**VENDOR:**

Watchguard Video  
Attention: Jason Stuczynski  
415 Century Parkway  
Allen, TX 75013

**Vendor Note** - Your company has been awarded the contract identified above, but your company was not in our Vendor Link NC Business Registry. Please take a few minutes to register, so that you will receive notification of other procurement opportunities. To register go to <http://www.ips.state.nc.us/ips/vendor/>



Mike Brendle

**INSTRUCTIONS TO VENDORS:**

1. **THIS IS NOT A PURCHASE ORDER.** Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded direct to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above; the contract awarded to you may be a portion of the contract rather than the complete contract.



STATE OF NORTH CAROLINA NC Department of Administration Division of Purchase and Contract	REQUEST FOR QUOTE NO. Q201200747 Quote is due: May 14, 2012 Contract Type: Quote
Refer <u>ALL</u> Inquiries to: Mike Brendle Telephone No. 919-807-4516	Commodity: In Car Video Systems for Law Enforcement
E-Mail: tmike.brendle@doa.nc.gov (See page 2 for mailing instructions.)	Using Agency Name: DEPARTMENT - Crime Control and Public Safety Agency Requisition No. PR11646592
INTERNET ADDRESS: <a href="http://www.pandc.nc.gov/">http://www.pandc.nc.gov/</a>	

**NOTICE TO OFFEROR**

Quotes, subject to the conditions made a part hereof, will be received at this office (116 W. Jones Street, Raleigh, NC) until 2 o'clock p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Quotes are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions for Quotes, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject offeror's quote to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions for Quotes, which are required to implement Executive Order 50.

**EXECUTION**

In compliance with this Request for Quotes, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this quote is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

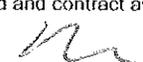
Failure to execute/sign quote prior to submittal shall render quote invalid. Late quotes are not acceptable.

BIDDER: <u>WatchGuard Video</u>		
STREET ADDRESS: <u>415 Century Parkway</u>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Allen, TX 75013</u>	TELEPHONE NUMBER: <u>(972) 423-9777</u>	TOLL FREE TEL. NO <u>(800) 605-6734</u>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING: <u>Jason Stuczynski, Technical Sales Director</u>	FAX NUMBER: <u>(972) 423-9778</u>	
AUTHORIZED SIGNATURE: 	DATE: <u>4-25-12</u>	E-MAIL: <u>bids@watchguardvideo.com</u>

Offer valid for 45 days from date of bid opening unless otherwise stated here: 45 days (See Instructions to Bidders, Item 6). Prompt Payment Discount: 0 % 30 days (See Instructions to Bidders, Item 7).

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<b>FOR STATE USE ONLY</b>	
Offer accepted and contract awarded this <u>16<sup>th</sup></u> day of <u>May</u> , 20 <u>12</u> , as indicated on attached certification,	
by 	(Authorized representative of the Division of Purchase and Contract).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal and recycling of paper materials.

**MAILING INSTRUCTIONS:** Mail only one fully executed quote document, unless otherwise instructed, and only one quote per envelope. Address envelope and insert quote number as shown below: It is the responsibility of the offeror to have the quote in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE (REGULAR/STANDARD MAIL ONLY)</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u>
BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	BID NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET Room 4062 4 <sup>th</sup> Flr. RALEIGH NC 27603-8002

\*\*\*\*\*SPECIAL NOTE – PLEASE READ\*\*\*\*\*

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 116 West Jones Street.

NOTE: ANY REFERENCE HEREIN TO IFB, REQUEST FOR QUOTES SHALL APPLY TO THIS QUOTE ONLY

**EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):**

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. **If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.**

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:

1. Bidder is a resident of North Carolina as defined in G.S. § 143-59:

(Bidder may be deemed a nonresident bidder, if it failed to circle any choice.)

YES /  NO  
(circle one)

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE "RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50", WHICH IS BELOW AFTER QUESTION 2. AS STATED ABOVE AND PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, A RESIDENT BIDDER ANSWERING "YES" TO THE QUESTION BELOW AND IS QUALIFIED FOR THE PRICE-MATCHING PREFERENCE WILL BE GIVEN AN OPPORTUNITY TO ACCEPT OR DECLINE THE CONTRACT AWARD WITHIN THE SPECIFIED PERIOD OF TIME.

2. Resident Bidder requests the price-matching preference:

(Bidder shall be deemed not to have requested the preference, if it failed to circle any choice and did not complete the Resident Bidder's Certification. If a Bidder failed to circle a choice above and completed and notarized the Bidder's Certification, then it will have been deemed to have responded YES to the above question.)

YES /  NO  
(circle one)

**RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50**

NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.

Affidavit of \_\_\_\_\_ (name of resident bidder, hereinafter the "Bidder")

**PART I**

Please check the box applicable to the Bidder's business in order for the Bidder to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

I hereby certify that the Bidder paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

N/A

**OR**

I hereby certify that the Bidder paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

N/A

**AND**

**PART II NOT APPLICABLE**

1. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(1), in that, Bidder's principal place of business is located in North Carolina.

YES / NO  
(circle one)

A. **Business Type** (circle one of the following): CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

B. Provide address of principal place of business/principal office in North Carolina:

\_\_\_\_\_  
Street Address (no P.O. Box number)

\_\_\_\_\_  
City, State, Zip Code

Is the above address the location of Bidder's headquarters? YES / NO (circle one)

If Bidder has a public website, provide the link/address: \_\_\_\_\_

C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Bidder's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Bidder).

**OR** (check the box below)

Bidder certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

2. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Bidder directs or manages its trade or business from its principal place of business in North Carolina.

YES / NO  
(circle one)

A. State the number of Bidder's employees that work at the North Carolina principal place of business:

\_\_\_\_\_

B. State the total number of employees in Bidder's entire workforce:

\_\_\_\_\_

C. Briefly describe in the box below how Bidder manages or directs its business or trade from its North Carolina principal place of business:

\_\_\_\_\_

IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 17 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

YES / NO

**PART III NOT APPLICABLE**

By executing this affidavit, the Bidder agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes, and any other documentation that may establish Bidder's principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. Bidder further understands and agrees that if Bidder fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the State may:

- (1) Cancel the Bidder's contract and/or purchase order that was awarded based on the price-matching preference and Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTENTION:** This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.nc.gov/>

**TRANSPORTATION CHARGES:** FOB destination Department of Public Safety, State Highway Patrol, 1300 Blue Ridge Rd., Raleigh, NC 27607 with all transportation charges prepaid and included in quote price.

**DESCRIPTIVE LITERATURE:** Bidders are requested to provide TWO complete sets of descriptive/technical literature, specifications, warranty information and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they may be subject to rejection. Bidder is to identify all literature, attached specifications and all other data submitted with their bid indicating bidder name. Failure to do so may result in the information becoming separated from their bid and therefore considered not received.

**PAST DUE E-PROCUREMENT FEES-**

If a vendor's E-procurement accounts currently has/have or has/have had a balance 91 days or more past due, such past due status shall be considered in the contract award process.

**DEBARMENT CERTIFICATION:**

By signing the execution page, bidder certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

**USE OF THIS BID DOCUMENT:**

Bids must be submitted on the forms provided, no exceptions. Bids submitted in any other format may be subject to rejection. If additional bid or specification response sheets are needed (for example-bidder offering more than 1 manufacturer for same product) bidder should make necessary copies and insert them in this bid document.

**RESELLERS REGISTRATION IN E-PROCUREMENT:**

Contractors that authorize resellers (dealers, outlets, distributors, etc) to accept purchase orders through the E-Procurement service are responsible for ensuring that the authorized resellers register in the E-Procurement system within two (2) business days of notification of award to the contractor. Refer to sections 19 and 20 of the North Carolina General Contract Terms and Conditions contained herein for more information.

**VENDOR PERFORMANCE:**

The performance of each contractor will be monitored and recorded as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Such performance may include but is not necessarily limited to: delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract may call for, and prompt, complete and satisfactory resolution of any contractual discrepancies other than those resulting from Acts of God or from inadequate performance of the State or user. The record of such performance will be considered in the evaluation of future bids. Any bidder whose record identifies inadequate performance on a prior contract with the State, and who has not subsequently demonstrated to the State's complete and sole satisfaction that the causes (both indirect and direct) of such inadequate performance have been removed, may be rejected on that basis and reported accordingly to the Board of Award

**HAZARDOUS SUBSTANCE AND/OR OIL SPILLS:**

Contractors hired by the end user shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the Contractor or their agent. This responsibility shall extend to freight carriers who were hired by the Contractor to deliver the commodity or service to the end user. While on end user premises, the Contractor shall comply with all local, State and Federal requirement for the proper handling of hazardous substances and/or oil.

For the purpose of this section, hazardous substances shall be defined as any substance, other than oil, which when discharged in any quantity may present an imminent and substantial danger to the public health, welfare AND/OR environment. Oil shall be defined as any oil of any kind and in any form, including but specifically not limited to petroleum, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether singly or in combination with other substances. In addition, the Contractor agrees to indemnify and hold the end user harmless against all claims, liabilities and costs, including attorney's fees, incurred in the defense of any claim brought against the end user resulting from such as spill.

**FURNISH AND DELIVER:**

ITEM	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	61	ea	In car video systems (DV-1) for the NC SHP- (41 to be ordered under requisition PR 11655834 and 20 to be ordered under requisition PR 11646592)- This is a 3 year agency specific term contract. Quantities after the initial order are unknown. After the initial order of 61 a the vendor requires a minimum order of <u>One (1)</u> .	\$4,730.00	\$288,530.00

**DELIVERY:** The successful bidder will complete delivery within 30 consecutive calendar days after receipt of purchase order. Delivery will be made from Allen, TX (City & State).

**LOCATION OF MANUFACTURING FACILITY:**

This item will be manufactured in Allen, TX city, State, or country)

Manufacturer web site address: www.watchguardvideo.com

Your company web site address: www.watchguardvideo.com