



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7586 Fax 540/582-6304

PURCHASE ORDER

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES NOT
DISCRIMINATE AGAINST FAITH-
BASED ORGANIZATIONS

P.O. NUMBER 18070

P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: Enforcement Video, LLC
d/b/a WatchGuard Video
415 Century Parkway
Allen, TX 75013

Ship To: Spotsylvania County Sheriff's Office
9119 Dean Ridings Lane
Spotsylvania, VA 22553

Attn: Kenny James

Attn: Carter Wells

		SHIP VIA	F.O.B. POINT	TERMS
February 13, 2018			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
90	EA	VISTA HD Extended capacity wearable camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, USB charging/upload docking base and 1 year warranty.	\$895.00	\$80,550.00
1	EA	VISTA Charging base R2 Kit, includes power and USB cables	\$95.00	\$95.00
8	EA	VISTA Transfer Station Assy, for 8 cameras, Ethernet	\$1,495.00	\$11,960.00
90	EA	Warranty, VISTA 1 st year (months 1-12) included	\$0.00	\$0.00
1	EA	Evidence Library 4 Web server site license key	\$1,000.00	\$1,000.00
90	EA	Evidence Library 4 Web VISTA device license key	\$150.00	\$13,500.00
90	EA	Software Maintenance, Evidence Library 1 st year (months 1-12)	\$0.00	\$0.00
90	EA	Evidence Library 4 Web CLOUD SHARE-Basic	\$0.00	\$0.00
1	EA	4RE System setup, configuration, Testing and Training (WG-TS)	\$2,500.00	\$2,500.00
1	EA	REDACTIVE – Redaction software (Enterprise Version)	\$3,995.00	\$3,995.00
1	EA	Shipping/Handling and processing Charges	\$1,510.00	\$1,510.00
1	EA	Configuration Discounts	(\$1,510.00)	(\$1,510.00)
		Contract documents consist of and are incorporated herein:		
		1. County of Spotsylvania Purchase Order #18070 dated February 13, 2018 and Spotsylvania County Purchase Order General Terms & Conditions dated August 9, 2016;		
		2. Enforcement Video, LLC d/b/a WatchGuard Video Price Quote dated December 1, 2017;		
		3. Contract E194-73322-MA2200 between The Commonwealth of Virginia and Enforcement Video, LLC (d/b/a WatchGuard Video) dated August 19, 2016;		
		4. Commonwealth of Virginia Division of Purchases & Supply Request for Proposal (RFP) E194-150 dated October 10, 2014.		
TOTAL				\$113,600.00

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley
– Spotsylvania County Procurement Division. Ph. 540/507-7586; Fax: 540/582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
Spotsylvania County Sheriff
P O Box 124
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Sheriff
Requisitioned By: Carter Wells/Bobbie Magee

Mark B. Taylor
County Administrator


Asst. County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$500,000.
 - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
 - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



4RE/VISTA Price Quote

Contract E194-73322-MA2200 between the Commonwealth of Virginia and Enforcement Video, LLC (d/b/a WatchGuard Video).

CUSTOMER: Spotsylvania County Sheriff's Department

ISSUED: 12/1/2017 2:22 PM

EXPIRATION: ~~XXXXXXXXXX~~ 3/15/2018

Attn: Accounts Payable,
P.O. Box 124,,
Spotsylvania, VA, United States,
22553

**TOTAL PROJECT ESTIMATED AT:
\$113,600.00**

ATTENTION: Bobbie Magee

SALES CONTACT: Kenny James

PHONE:

DIRECT: (214) 785-2615

E-MAIL:

E-MAIL: KJames@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-KIT-001 XXXXXXXXXX	VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, USB charging/upload docking base and 1 year warranty.	90.00	\$895.00	\$0.00	\$80,550.00
VIS-CHG-DTC-001 XXXXXXXXXX	VISTA Charging Base R2 Kit, incl. Power and USB Cables	1.00	\$95.00	\$0.00	\$95.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, for 8 Cameras, Ethernet	8.00	\$1,495.00	\$0.00	\$11,960.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
XXXXXXXXXX SFW-ELB-VIS-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	90.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	90.00	\$150.00	\$0.00	\$13,500.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-ELB-1ST XXXXXXXXXX	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	90.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	90.00	\$0.00	\$0.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00
XXXXXXXXXX KEY-WGV-RED-001	REDACTIVE - Redaction software (Enterprise version)	1.00	\$3,995.00	\$0.00	\$3,995.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$1,510.00	\$1,510.00	\$0.00
					\$113,600.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$1,510.00

Additional Quote Discount \$0.00

Total Amount \$113,600.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____