



PURCHASING DEPARTMENT  
County Of Hidalgo

## MEMORANDUM

### “SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioner’s Court

FROM: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent *mls*

DATE: September 9, 2014

RE: “Sole Source Declaration” – Strong Watch Corporation

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As part of the duty/obligations to protect the residents of Hidalgo County as well as to assist with Border Surveillance, the Hidalgo County Sheriff’s Office requires the acquisition of Freedom on-The Move Surveillance System by Strong Watch Corporation.

Freedom on the Move is an open-architecture, mechanically-stabilized surveillance system that equips public safety agencies with advanced technology. The FOTM contains many proprietary capabilities which consist of human detection and tracking software, which is protected by U.S. Patents, essential for safety of law enforcement personnel, Covert Skid Mount System allows the system to be easily transportable as well as “stowed” entirely within the truck bed box. This is the only one of its type less than 19 inches in total height when stowed, with an above ground level of 21 feet ( in a short bed configuration) going from folded to unfolded within 15 seconds with many other capabilities. Strong Watch Corporation is the designer, manufacturer and seller of Freedom on the Move.

The **FREEDOM ON-THE-MOVE** tactical surveillance system is engineered for rapid deployment and with a unique chassis mount design for standard fleet vehicles. The system is fully integrated and ready for operation. FREEDOM includes the integration of best in class, thermal infrared imager for day / night operation, high definition daylight camera, laser range finder, hand held controller, rugged sunlight viewable display, rapid telescoping mast, and gyro stabilized for “on the move” operation.

Freedom on the Move provides Force Protection, Anti-Ambush, Counter Sniper Public Safety/ Crowd Over watch/ Infrastructure, Asset Protection Border Security, Agent Safety/ Covert Surveillance/ Drug Interdiction Tactical Advantage.

Therefore the HCSO requires the purchase of Freedom on the Move Surveillance by Strong Watch Corporation the patented Sole Source Vendor.

**RECEIVED**

By Oscar Garza at 9:05 am, Aug 29, 2014

**HIDALGO COUNTY PURCHASING DEPARTMENT  
SOLE SOURCE AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER**

Before me, the undersigned official, on this day, personally appeared William Drew Dodds, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

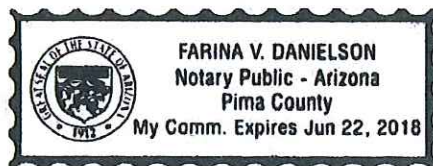
1. My name is William Drew Dodds. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Strongwatch Corporation.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Freedom On-The-Move, Mobile Surveillance System
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the

existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).

5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature \_\_\_\_\_

SWORN AND SUBSCRIBED TO under oath before me on 28 day of Aug, 2014.



NOTARY PUBLIC

*Farina V. Danielson*

PRINTED NAME

*22 June 2018*  
MY COMMISSION EXPIRES

COMPANY NAME: Strongwatch Corporation

ADDRESS, CITY, STATE & ZIP CODE: 1840 East Valencia Road, Suite #8 Tucson, Arizona 85706

PHONE: (520) 298-1600 SECOND NUMBER: (520) 240-5304

CONTACT NAME AND TITLE: William (Drew) Dodds

WEB ADDRESS: www.strongwatch.com EMAIL: drew.dodds@strongwatch.com

FEDERAL TAX ID NUMBER: 26-2457697 TEXAS SALES TAX NUMBER: N/A



*Never in the Dark™*

**William "Drew" Dodds**

Hidalgo County Sheriff  
C/O: Captain Richard Ozuna

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**To:** Whom It May Concern

**From:** William (Drew) Dodds, Principal Field Engineer, Strongwatch Corporation

**RE:** Sole Source Letter for Freedom On-The-Move (FOTM) Mobile Surveillance System

Freedom On-The-Move (FOTM) is an open-architecture, mechanically-stabilized surveillance system that equips public safety agencies with advanced situational awareness in and beyond small arms effective range of interdiction, while on the move, in both day and night operations. Strongwatch Corporation is the ONLY purchasing source to purchase FOTM (no resellers / distributors).

The genesis of FOTM is supporting the U.S. war fighter in theater, which shares similar challenges with that of our international borders: rugged terrain, a wide delta of climate conditions / temperatures, and natural vegetation that restricts line-of-sight (LOS) for item of interest (IOI) detection. These factors create a diminished situational awareness for the officer, which in turn compromises officer safety and effectiveness during tactical operations.

With a gyro-stabilized precision gimbal, dual-band (IR and CCD) imagers, LRF (laser range finder) with lat/long coordinates, laser designator / illuminator, and networking / recording capabilities (TCP/IP and DVR); FOTM is designed to handle multiple mission objectives for law enforcement officers on our international borders. This rapidly-deployable system takes less than one minute to go from stowed, to operational, and is built to exceed all conditions of use throughout the United States (road, climate, terrain, etc.). FOTM is a fully-integrated package with an intuitive user-interface, and a widely-recognized hand controller, making learning and ongoing operation of the system simple. All of these integration features create a system that is very unique, and replicated by no one. FOTM systems aren't just "dropped" into the vehicle; they are engineered and integrated from the bottom of the truck tire to the top of our sensor to deliver a full-on tactical surveillance vehicle that supports many different operational needs.

FOTM contains many proprietary capabilities unique to our solutions. (1) Our human detection and tracking software, which is protected by U.S. Patents, enables autonomous human detection and tracking; which is essential for safety of law enforcement personnel by providing pre-emptive intrusion detection of unlawful IOI(s). Human vigilance is greatly enhanced by this capability which is integral to the FOTM system. (2) Our Covert Skid Mount System (CSMS) allows the system to be easily transportable, as well as "stowed" entirely within the truck bed box when not in use. This is the only solution of its type that is designed for OTM surveillance, and is less than 19 inches in total height when stowed. When fully deployed, the system has an above ground level (AGL) of just under 21 feet (in short bed configuration), enabling direct line-of-sight in areas with vegetation, from an elevated point of view (POV). Additionally, this system goes from "folded" (stowed) to "unfolded" (operational) in under 15 seconds. In addition, safety features for the mast are integrated into the system, to ensure that the operator does not extend the mast when the vehicle is moving, or when the mast isn't locked in the upright (unfolded) position. (3) The Tactical

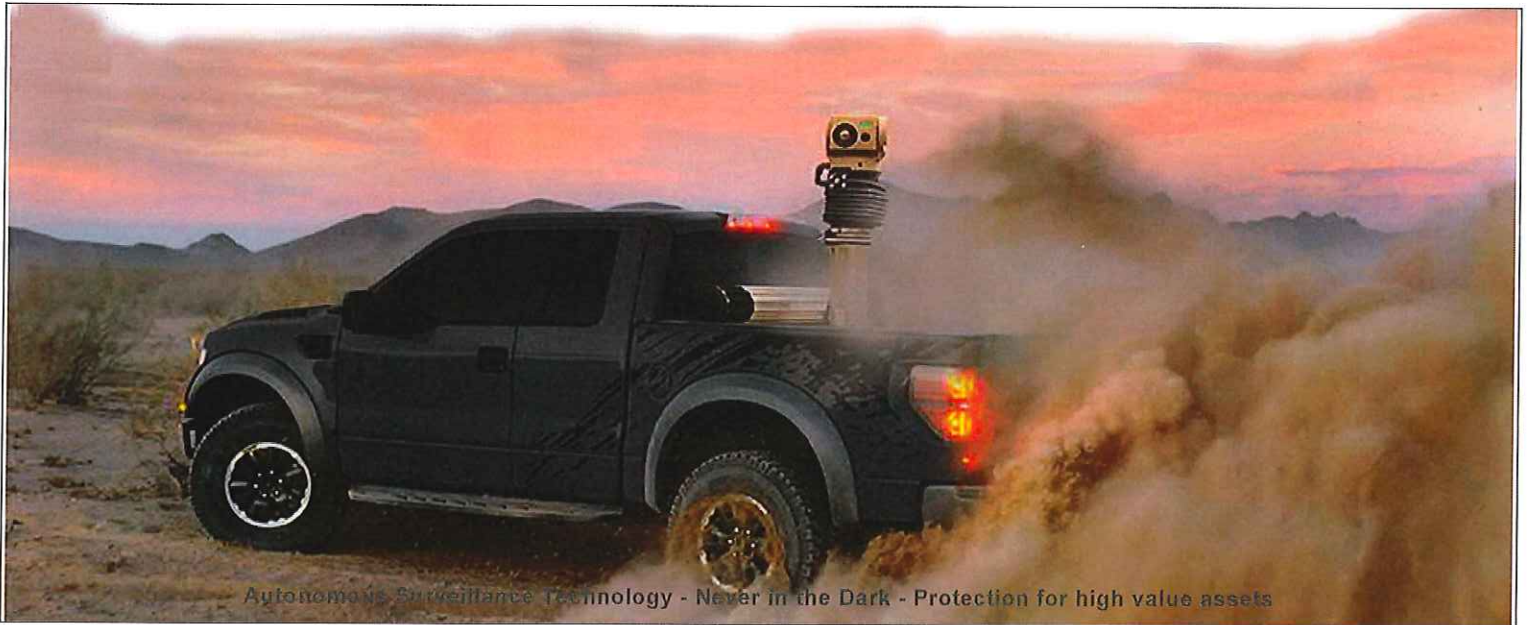
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Mast Deployment System (TMDS) is a stored energy feature that allows the operator to extend and retract the mast silently. This is a key feature when operational security depends on noise discipline. (4) Advanced communications features including Dismounted Operator (DO) and Remote Operator (RO) are key force multiplier / force protection capabilities that are enabled through our vehicle-based LAN, along with proprietary encrypted interface / protocol. This provides view and control from a remote computing device (PC, tablet, etc.). Slew-to-cue radio interface enables coordinates transfer from one system to another. This enables UGS (unattended group sensors), UAV assets, and other surveillance sensors to receive or transmit grid coordinates for immediate slew-to-cue on lat / long coordinates for "Eyes on" IOI(s).

Best Regards,

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**William "Drew" Dodds**  
Director of Sales  
Strongwatch Corporation  
8/19/2014



### FEATURED PRODUCT

#### FREEDOM ON-THE-MOVE



[VIEW ALL PRODUCTS](#)

### LATEST UPDATES

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**STRONGWATCH Garners Interest of Arizona Politicians** Read about Congressman Barber's visit to STRONGWATCH [HERE](#)

**STRONGWATCH WINS ARIZONA INNOVATION AWARD** STRONGWATCH WINS ARIZONA COMMERCE AUTHORITY INNOVATION CHALLENGE, AWARDED \$250K GRANT to GROW SECURITY TECHNOLOGY BUSINESS Developer...

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#### STRONGWATCH PURCHASE TERMS AND CONDITIONS

1. Acceptance. Each sale of products or services (collectively, "Products") by Strongwatch Corporation ("SWC") to any other party ("Purchaser") is subject to the following terms and conditions ("Terms") unless agreed to in writing by SWC.

2. Prices. All prices for Products are F.O.B. point of shipment. Prices may not include taxes, duties or other fees ("Fees").

3. Payment Terms. All payments to SWC are due and payable 30 (Thirty) days from date of invoice. As an incentive, payment in full within 10 days (Net 10) will result in a discount to customer of 1.5% (of total purchase price). Any amounts due to SWC that are not paid on the due date shall bear interest, from the date due until paid in full, at a rate equal to the lower of 1-1/2 percent (1.5%) per month. SWC shall retain a purchase money security interest in all Products until the purchase price for such Products is paid in full.

4. Acceptance and Cancellation of Orders. All orders for Products must be presented in writing. Orders shall not be considered accepted unless SWC expresses its acceptance in writing or ships the Products. SWC reserves the right to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders for any product or service from all sources exceed SWC's inventory or ability to deliver. SWC may allocate available inventory and resources in its sole discretion. Accepted orders may be cancelled only with the written consent of SWC.

5. Delivery. Delivery shall be F.O. B. point of shipment, with all transportation, freight and similar charges, including taxes and import duties paid by Purchaser. Risk of loss shall pass to Purchaser upon issuance of the carrier's bill of lading at the point of shipment. SWC shall not be responsible for any delays or damages in shipment via a common carrier. Shipping and related dates provided to Purchaser are estimates only, and shall not be considered binding. Upon receipt of Products, Purchaser shall inspect and accept or reject Products within thirty (30) days. If Purchaser fails to notify SWC in writing of its rejection within such time period, Purchaser shall be deemed to have accepted such Products and waived any right to later reject any Products.

6. Right of Setoff. SWC shall have the right to setoff against any sum otherwise due to any Purchaser by SWC or any of its affiliates any sums or amounts then due from such Purchaser and/or its affiliates to SWC and/or its affiliates.

7. Force Majeure. Neither party shall be liable or responsible for any failure of performance or delay in performance of any obligation hereunder if such failure or delay is due to a cause beyond its control for the period of such failure or delay.

8. Proprietary Information. Any information marked or identified as "confidential" that one party supplies to the other is the confidential information of the disclosing party. The party receiving the information has no rights or interests of any kind in such information, except as otherwise expressly agreed to in writing by the parties. The party receiving the information shall not disclose such information to others or allow others to use such information, except with the expressed written consent of the disclosing party.

9. Compliance with Laws. Except to the extent otherwise specifically agreed to in writing by the parties, Purchaser shall be solely responsible for the receiving, installation, use and maintenance of all Products, and SWC shall have no obligation or responsibility of any kind with respect thereto. Purchaser shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations.

10. Patent, Trademark and Copyright Infringement. SWC shall have no liability for any claim of infringement to the extent that such claim is based on (i) Products used for any purposes other than those specified by SWC, (ii) Products manufactured to Purchaser's design or specifications, or (iii) Products used in combination with any other software, hardware or data where in the absence of such combination the Product would not have been infringing.

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**Re: New vendor "Strongwatch Corporation"**

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**From :** Drew Dodds <drew.dodds@strongwatch.com>

Wed, Sep 03, 2014 03:57 PM

**Subject :** Re: New vendor "Strongwatch Corporation" 2 attachments**To :** Oscar Garza <oscar.garza@co.hidalgo.tx.us>**Cc :** Richard Ozuna <richard.ozuna@hidalgo.org>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Hello Oscar,

Happy to elaborate (if I miss anything, just let me know):

1. Sole Source - Strongwatch is the designer, manufacturer, and seller of Freedom On-The-Move. You cannot purchase this product anywhere else - it is ours - down to the bare metal and the software.

2. Both systems include a one year (standard) manufacturer's warranty (which covers every aspect of our technology - hardware and software). Additionally, there is a one year extension on both systems, for a total of two (2) years of coverage on each system. This warranty is all-inclusive (covers everything except operator negligence).

3. The note about "monthly service fee not included" simply pertains to the video streaming option (that you all have). Both systems will be configured with an industrial-grade modem, which will allow the operator to stream live video over a cellular network (3G / 4G / LTE), to any IP-based device (HQ, command center, remote laptops or smartphones, etc.). In order to have the connection, it is up to the owner (in this case, Hidalgo Co SO) to purchase the data service (ie, Verizon) to accomplish this. No different than the data plans that you all have in place for aircards, smartphones, etc.

Hope that answers all of your questions or concerns. If you have anything further, please don't hesitate.

V/R,

Drew

William "Drew" Dodds  
Director of Sales, Freedom On-The-Move



Never in the dark™

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On Wed, Sep 3, 2014 at 1:35 PM, Oscar Garza <[oscar.garza@co.hidalgo.tx.us](mailto:oscar.garza@co.hidalgo.tx.us)> wrote:  
Mr. Dodds, as we review the terms and conditions set before us could you please elaborate on item #9 and also can you please clarify what warranty comes with the purchase of the FOTM.  
**Also please clarify if you are the sole source for the development and manufacturing of this product.**

**Need some more inside of what all comes with the purchase of these 2 unit in terms of warranties, etc.**

**Also noticed that the purchase does not include the monthly service fee's from data provider.**

**(What are the fee's?)  
(Will this require an agreement, if so it needs to be submitted so that our legal can review).**

Your prompt response will be appreciated inasmuch as we are trying to place on Commissioners Court for approval.

Attached is your proposal along with the terms as provided.

Thank You!

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**From:** "Drew Dodds" <[drew.dodds@strongwatch.com](mailto:drew.dodds@strongwatch.com)>  
**To:** "Oscar Garza" <[oscar.garza@co.hidalgo.tx.us](mailto:oscar.garza@co.hidalgo.tx.us)>  
**Sent:** Wednesday, September 3, 2014 2:05:56 PM  
**Subject:** Re: Fwd: New vendor "Strongwatch Corporation"

Outstanding. Thank you, sir.

- Sent from my Droid; please excuse any mistakes