TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1062 Page 1
Show this number on envelope

Contract No. 39903

1.COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2.GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3.AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4.CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5.DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6.LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Scottsdale, AZ (City, State) ON THE 4th (Date) DAY OF December (Month), 2019 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Axon Enterprise, Inc.

Phone 800.978.2737 Fax 480.991.0791

Address 17800 N. 85th St. Scottsdale AZ 85255
(Street, City, State, Zip)

Robert Driscoll — Associate General Counsel & Assistant Secretary
Signature — Printed Name — Printed Title

Matt Morstad — VP, Sales Operations
Signature — Printed Name — Printed Title

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Maricopa
State of Arizona S.S.
Subscribed and sworn this date
28 day of May, 2019

M. Andrews
Signature

M. ANDREWS
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 22, 2020

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By _____
Executive Director Harbor Department

Date

Approved as to form and legality
5.28, 2019 20

City Attorney

BY _____
Deputy

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1062

SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 **OFFICE HOURS:** 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)	**BID DUE BEFORE** **2:00 P.M.** **DECEMBER 11, 2019**
Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890 MD 11-6-19 **Email: mdavies@portla.org**	**BIDS WILL BE PUBLICLY OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

MOBILE AUDIO VIDEO IN-CAR SYSTEM (MAVS)
IN ACCORDANCE WITH (ATTACHMENT C) SPECIFICATIONS:

	QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
			Unit Price	**Extension**
1	33 Each	Complete mobile audio video in-car system: includes intuitive touch screen controller, computer interface, front and rear cameras, dual audio transmitter, wireless file transfer... *"Kustom Signals" Eyewitness HD #CRS Nos. 8103, 8104, 8115.* **State Brand & Product No. Quoting:** **Axon Fleet 2 Kit Model No. 71088** Includes the Axon Fleet 60 annual payment, Cradlepoint routers + antennas	$7,469.00	$246,477.00
2	33 Each	Professional services – installation, configuration, and testing.	$900.00	$29,700.00
3	33 Each	Wired interface for body worn camera and in-car docking station... **State Brand & Product No. Quoting:**	INCLUDED	INCLUDED

STATE TIME OF DELIVERY: 4-8 weeks DAYS AFTER RECEIPT OF ORDER
TERMS N/A % DISCOUNT FOR PAYMENT WITHIN N/A DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

4	35 Each	Body worn mobile audio video system, 9 hours continuous use, 96 hours in standby mode, 32GB internal storage, 6 hours recording @1080p, 9 hours @720p 30 fps, 14.5 @480p **State Brand & Product No. Quoting:** **Axon Body 3 camera Model No. 73202**	$930.00	$32,550.00
5	6 Each	Multi-port docking station, 6 ports per station **State Brand & Product No. Quoting:** **Axon Body 3 Dock Model No. 74210**	$1,935.06	$11,610.36
6	35 Each	Magnetic mount for body worn camera **State Brand & Product No. Quoting:** **Axon Magnet Mount Model No. 74020**	INCLUDED	INCLUDED
7	1 Each	600TB storage server, 1080p video capture, 2 TB disk storage capable of 5 year file retention, 1 petabyte expandable, to include operating system, all required software, configuration & install, 5 year hardware warranty **State Brand & Product No. Quoting:** **WI-FI Offload server Model No. 74074** WI-FI Offload software License Model No. 71039	$86,580.00	$86,580.00
8	2 Each	Wireless transfer kit, includes 3 access points and accessory kit **State Brand & Product No. Quoting:** **WI-FI Wireless Access Point Integration Model No. 74065**	$14,745.00	$29,490.00
9	4 Days	Professional Services, field application engineer setup and configure the database system, testing and train staff.	$17,000.00	$17,000.00
10	1 Lot	Shipping:	INCLUDED	INCLUDED

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
.RBOR DEPARTMENT

BID NO. F-1062
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: DECEMBER 11, 2019

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendums(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS
Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

SUPPLIER CONTACT INFORMATION:

Contact Person: Chris Morton

Title: Regional Account Manager

Telephone No.: 206.310.6165

Fax No.: 480.991.0791

E-Mail Address: cmorton@axon.com

24 Hour Contact No.: 206.310.6165

AUTHORIZED DISTRIBUTOR/DEALER
Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

☒ Yes: X ☐ No*: _____

Axon is the sole manufacturer of the Axon and Axon Evidence product lines.

*If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

NEW AND UNUSED: The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): _____

EXTENDED WARRANTY 4-YEAR - OPTION. Extended annual warranty for years 2 through 5 to include virtual support of all delivered products & on-site repair after expiration of manufacturer's warranty (specify time period and/or deadline to exercise the above option): _____

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each ı in the space provided.
The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as ey submit client insurance certificates directly to the City. It uses the standard insurance industry form known as ue ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 day notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to .p://www.portoflosangeles.org/business/risk.asp.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **One Million Dollars ($1,000,000.00)** combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's surance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall ontain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its

officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars ($1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-day notice of cancellation for nonpayment of premium, and a 30-day notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

SN (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

ETHICS. – (Attachment A)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses

submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

LOCAL BUSINESS PREFERENCE PROGRAM – (Attachment B)

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

(a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in above-named counties; or

(b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

DELIVERY POINT: Prices to include all delivery charges, F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

BILLING DISCOUNT TERMS

Payment terms are Net 30 Days unless bidder otherwise quotes cash discount terms. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAX

Do not include sales tax in your bid. Sales tax will be added at time of order.

_ .LES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 97-977986.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
\RBOR DEPARTMENT

BID NO. F-1062
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: DECEMBER 11, 2019

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Axon Enterprise, Inc.

ADDRESS: PO Box 29661 Department 2018

Phoenix, AZ 85038-9961

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers.
:ordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly snown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 0002852190-0001-9

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER
In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
\RBOR DEPARTMENT

BID NO. F-1062
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: DECEMBER 11, 2019

GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.

3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.

4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.

5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.

7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.

8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.

9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

    All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

    Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

    Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

    Materials shall be listed separately on invoices covering repairs or installation service.

    The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

    This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

    Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

    In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

    Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS.**

    NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**

13. **CITY OF LOS ANGELES MUNICIPLE CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

16. **NONDISCRIMINATION.** During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

ETHICS – FORMS CEC 50 AND 55
(ATTACHMENT A)

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification
CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
BID NO. F-1062	Los Angeles Harbor Department

Name of Bidder:	Phone:
Axon Enterprise, Inc,	800.978.2737

Address: 17800 N. 85th St. Scottsdale, AZ 85255

Email: contracts@axon.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 12/5/2019 Signature: _____

Name: Matt Morstad

Title: VP, Sales Operations

Los Angeles Administrative Code § 10.40.1

(h) "**City Financial Assistance Recipient**" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars ($100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

(l) **"Public lease or license".**

(a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
  (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
  (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;
  (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  (4) Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):	**Date Bid Submitted:**
BID NO. F-1062	12/10/2019

Description of Contract (title of RFP and services to be provided):
MOBILE AUDIO VIDEO IN-CAR SYSTEM (MAVS)

City Department Awarding the Contract:
Los Angeles Harbor Department

BIDDER INFORMATION

Name: Axon Enterprise, Inc.

Address: 17800 N. 85th St. Scottsdale, AZ 85255

Email: contracts@axon.com Phone: 800.978.2737

SCHEDULE SUMMARY

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
   - ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
   - ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
   - ☒ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more (Schedule B is not required).
   - ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth $100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 12/5/2019 Signature: _____

Name: Matt Morstad

Title: VP, Sales Operations

Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: Rick Smith Title: Chief Executive Officer
Address: 17800 N. 85th St. Scottsdale, AZ 85255

Name: Luke Larson Title: President
Address: 17800 N. 85th St. Scottsdale, AZ 85255

Name: Jawad Ahsan Title: Chief Financial Officer
Address: 17800 N. 85th St. Scottsdale, AZ 85255

Name: Isaiah Fields Title: General Counsel and SVP
Address: 17800 N. 85th St. Scottsdale, AZ 85255

Name: Josh Isner Title: Chief Revenue Officer
Address: 17800 N. 85th St. Scottsdale, AZ 85255

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: Not Applicable

Address: _____

Check one of the following:

☐ The subcontractor listed above is an individual and has no other principals.

☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

LOCAL BUSINESS PREFERENCE PRORAM – FORMS/ADVIDAVIT/NOTARY (ATTACHMENT B)

LOCAL BUSINESS PREFERENCE PROGRAM

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines a LBE as:

(a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or

(b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of

Axon Enterprise, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

☐ LBE ☒ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____ Title: VP, Sales Operations

Printed Name: Matt Morstad Date Signed: 12/5/2019

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California (Arizona)
County of Maricopa)

On December 5th, 2019 before me, Matt Morstad VP, Sales Operations
(insert name and title of the officer)

personally appeared before Paula Andrews (notary),
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Paula M. Andrews (Seal)

PAULA M. ANDREWS
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 22, 2020

MOBILE AUDIO VIDEO IN-CAR SYSTEM (MAVS)
SPECIFICATIONS
(ATTACHMENT C)

LAPP SCOPE OF WORK FOR MAVS

1. INTRODUCTION

1.1 Brief Overview of the Project

The Los Angeles Port Police (LAPP) Division of the Los Angeles Harbor Department, is soliciting proposals for a complete Mobile Audio Video System (MAVS) consisting of:

1. 33 mobile "in-car" systems;
2. 35 integrated "body worn" systems;
3. a dedicated Local Area Network (LAN), both wireless and wired, for automated upload of MAVS data files;
4. on-premise network MAVS storage with capacity for (5) years of secure storage;
5. stored data file access and management software;
6. auditing capabilities of database access and retention;
7. access and retrieval of files;
8. professional services for installation of the MAVS in-car systems on site at Port Police Headquarters;
9. installation of software and training; one-year hardware/software warranty and technical support; option to extend the hardware/software warranty for a period up to 5 years;
10. On-site installation of in-car system at LAPP Headquarters (HQ) building located at 300 South Centre Street, San Pedro, CA 90731
11. shipping of equipment to the LAPP HQ building located at 300 South Centre Street, San Pedro, CA 90731;
12. all applicable taxes.

The MAVS (in-car and body worn) should be fully integrated including:

- In-car MAVS
  - Video capture of up to1080 P
  - Adjustable front facing camera
  - Fixed rear facing camera
  - Dual channel wireless digital audio capture microphone supporting (2) officers per vehicle for up to 20 separate systems
  - System access controller
    - Separate self-contained system controller
    - Ability to control system from an in-car mobile data computer (MDC)
  - Automated process for wirelessly transferring captured audio/video files from a police vehicle to the on premise storage array from mobile access points in:
    - the underground garage at LAPP HQ,
    - capability to add an access point to the exterior of the building on Centre Street (between 3rd & 5th Street)

        - capability to add access point to the fuel dock at the Harbor Administrative Building (HAB) located at 425 South Palos Verdes Street, San Pedro, CA
    - Wired transfer of captured audio/video files from a police vehicle to the on premise storage array from a LAN connection in the underground garage at LAPP HQ
- Body worn MAVS
    - Wired Integration with in-car MAVS
    - Wired Integration for audio/video file transfer from device to network storage
    - Self-contained for independent operation without in-car system
    - Operation similar to in-car system
- Network Infrastructure
    - Wireless Access Points (AP) for data transfer from in-car MAVS
        - AP's in parking garage at LAPP HQ
        - AP on exterior of LAPP HQ building facing Centre Street
        - AP at HAB fuel dock in covered parking garage
    - Automated wireless and wired upload from capture device through AP's connected to the LAPP LAN connection
    - Wired cradles capable of charging body worn camera devices and automated upload of data from capture device to the LAPP LAN storage system

The LAPP has responsibility for securing the Los Angeles Harbor District including primary law enforcement duties, marine activities, commercial vehicle enforcement, sea marshal oversight (all cruise ships and selected cargo ships), hazardous materials, community resources and detective follow-up of "port"-related crimes and investigations. An integrated MAVS solution is an essential element in documenting activities, gathering evidence, improving investigations and identifying suspects while enhancing the overall security of the Los Angeles Harbor District and the safety of our police officers and the public we serve.

The LAPP requires the following complete ("Turnkey") solution inclusive of:

- All required software (application for in-car and body worn MAVS from system, device, intuitive "tablet" controller, MDC interface, storage server, data security/integrity, audit, access and purging
- Any on premise hardware required including:
    - Server
    - Access Points
    - Charging/uploading cradles for body-worn MAVS
- Capability to upgrade system for the use of Intelligent Visual Analytics
- Design services, configuration and implementation of entire solution
- Physical installation of all equipment
- Training (virtual is acceptable)
- One-year warranty

1.2 The Port of Los Angeles (POLA)

The POLA, also referred to as the Los Angeles Harbor District (LAHD), is Southern California's international commerce gateway, located in San Pedro Bay, 20 miles south of downtown Los Angeles and is immediately adjacent to and contiguous with, the Port of Long Beach (POLB). The two ports function under completely independent local jurisdictions but have regular interaction with each other.

POLA is the largest container port in North America and ninth busiest in the world (when combined with the POLB). The seaport complex is known for its groundbreaking environmental initiatives, progressive security measures and diverse recreational and educational facilities. POLA encompasses over 7,500 acres with over 43 miles of waterfront.

The POLA jurisdiction includes 30 berths, 86 ship-to-shore container cranes, 27 terminals (1-automobile, 4-breakbulk, 8-container, 3 dry bulk, 7 liquid bulk, 2-multi/other and 2 passenger), 15 marinas with 3,736 recreational vessel slips and multiple commercial warehouses, hotel, charter high school, maritime college and commercial businesses.

The Los Angeles Harbor Department (Harbor Department) is a proprietary and self-funded department of the City of Los Angeles charged with the operation, maintenance and protection of the POLA. The Harbor Department is a landlord port that leases properties to private sector terminal, tug, marine cargo and cruise industry transportation entities as well as commercial retailers.

The geographical boundaries of the LAHD, depicted in yellow in Figure 1, are below for jurisdictional reference and future discussion about the physical location in and around the LAHD.

LAHD Geographical Boundaries (Figure 1)

1.3 The Board of Harbor Commissioners

Under the City of Los Angeles Charter, the five-member Board of Los Angeles Harbor Commissioners has possession, management and control of all navigable waters, and all tidelands and submerged lands comprising the LAHD. The Commissioners are appointed by the Mayor and confirmed by the City Council for five-year terms.

Although the POLA is within the City of Los Angeles, it is legislatively designated as a special district by the State of California under the Tidelands Trust Act. POLA is a proprietary district under the direction of the City of Los Angeles Harbor Department, governed by a Mayor appointed Harbor Commission and under the supervision of an Executive Director.

1.4 The Los Angeles Port Police

The LAPP is a full-service police department in the City of Los Angeles under the under the independent and autonomous control of the LAHD as defined in Article VI, Section 657 of the Los Angeles City Charter and recognized in 830.1 of the California Penal

Code. The LAPP is primarily responsible for protecting the LAHD and POLA assets and in servicing the POLA community. The LAPP is managed by a Chief of Police (Chief Thomas E. Gazsi), who is also the Deputy Director of Public Safety for the LAHD. Chief Gazsi reports to the Executive Director of the Los Angeles Harbor Department.

In addition to a diversely trained compliment of nearly 140 police officers (including a patrol force, marine unit, sea marshals unit, commercial enforcement unit, hazardous materials unit, canine unit, community resource unit, detective unit and training unit that supports a Maritime Law Enforcement Training Center), there are 48 Civilian employees (that staff an independent 24X7 communications/dispatch unit, a Monday-Friday records unit, crime analysis unit, emergency management unit and homeland security unit) and contractors (who provide consulting services, information technology support and Waterside Security System support). The LAPP also has a security force of nearly 42 officers (responsible for physical security of Los Angeles Harbor Department facilities, special events and 24X7 staffing of the Threat Detection Center).

POLA is within the City of Los Angeles and the Harbor Division of the Los Angeles Police Department (LAPD). The LAPP works very closely with the LAPD and is frequently required to provide mutual aid assistance using all available resources. The respective jurisdictions of the LAPP and the LAPD are very intertwined in daily activities, special events and data sharing.

The frequency of the interaction and cross-jurisdictional activities between the LAPP and the LAPD requires the ability to operate a MAVS at a common scene without audio interference. LAPD uses both an in-car and body worn MAVS from different manufacturers. Operating independently and without audio interference is paramount for public safety, officer safety, situational awareness and security of the LAHD.

The Los Angeles Harbor Department contracts with the Los Angeles City Fire Department (LAFD) for fire related services. The LAHD also borders the jurisdictions in the City of Long Beach (Police, Fire and Harbor Patrol), California Highway Patrol (State Highways that intersect the POLA) and County of Los Angeles (Los Angeles County Sheriff's Department and Los Angeles County Fire Department).

The LAPP interaction and collaboration with these public safety agencies occurs daily mandating a MAVS sharing environment and collaborative solutions. As with the LAPD, the LAPP must operate our MAVS independently without audio interference when jointly working with these other public safety agencies who may also be using a MAVS solution. This is paramount for public safety, officer safety, situational awareness and security of the LAHD.

2. PROJECT DESCRIPTION

2.1 Project Goals and Objectives

The LAHD, in collaboration with the LAPP, is soliciting proposals from qualified firms for MAVS consisting of 33 mobile "in-car" systems, 35 integrated "body worn" systems; a solution for wireless automated upload of MAVS data files; the capability to expedite the direct data file upload from in-car MAVS to wired LAPP Local Area Network (LAN) connection; on premise network MAVS storage with capacity for (5) years of retention; data file access and management software; auditing capabilities of database retention, access and retrieval of files; configured with the capabilities to upgrade to video analytics of captured video stored on the MAVS server; professional services for installation of the MAVS in-car systems, installation of software and training; installation of software and training; one year hardware/software warranty and technical support and shipping of equipment to the LAPP Headquarters building (HQ) located at 330 South Centre Street, San Pedro, CA 90731.

It is essential that the requested MAVS be an integrated (in-car, body worn, audio) solution while providing an innovative and cost-effective delivery model that is acceptable to the Los Angeles Harbor Department and LAPP and meets operational requirements of the LAPP.

2.2 Current Environment

The LAPP uses an internal "wired" and wireless data network and a secure private cellular data network from Sprint (4G) for external connectivity to the LAPP network.

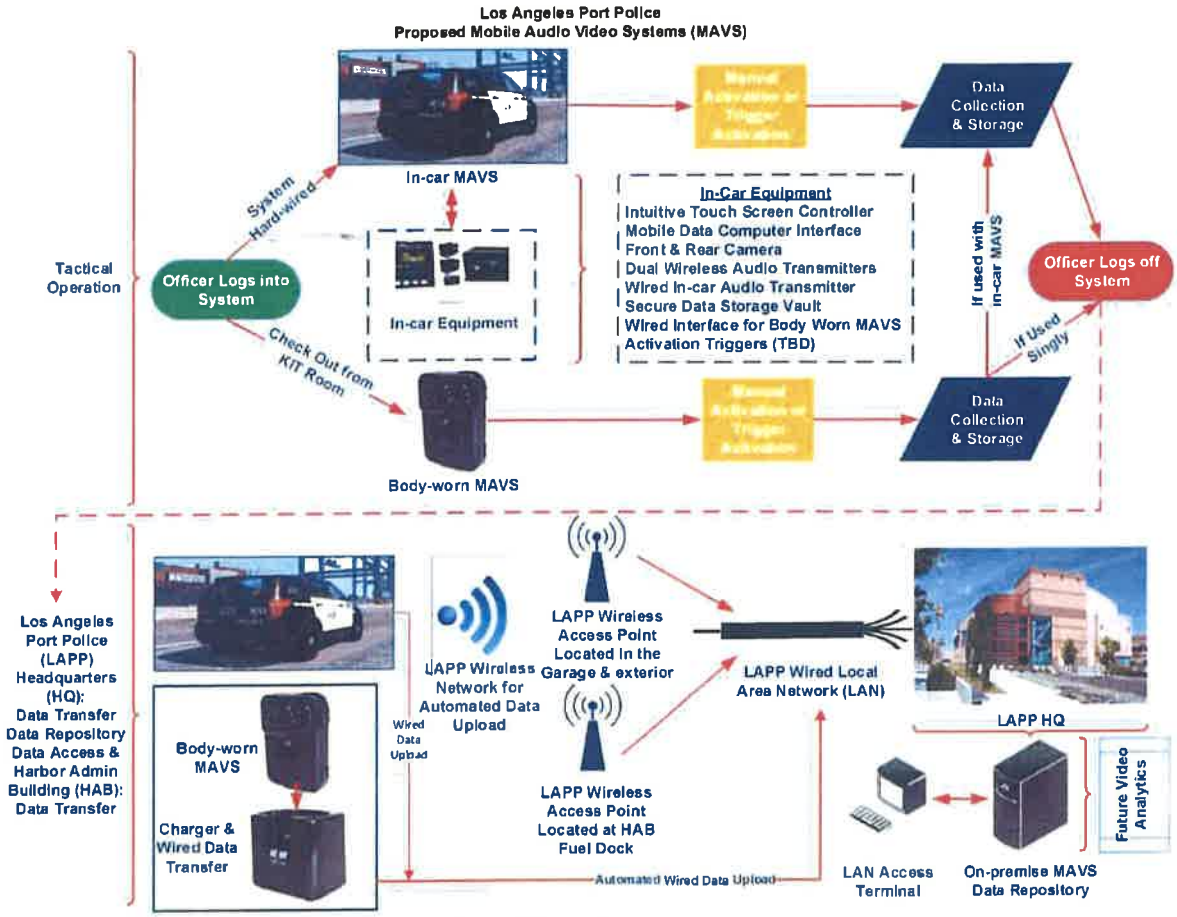
It is proposed that the access for MAVS database uploading and proposed web based access will use our wired and wireless networks (and possibly the private cellular data network once bandwidth is at an acceptable rate). Our combined networks are supportive of the Criminal Justice Information Services (CJIS) compliance as required in the CJIS Security Policy (https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center). A proprietary and confidential diagram of the current LAPP proposed MAVS network and workflow is included for reference (see figure 2).

The requested MAVS solution must also adhere to the CJIS Security Policy as described above. A brief review of proposed project workflow is included in figure 3 for reference and awareness in understanding the current related technology environment at the LAPP and in planning a proposal.

Desired MAVS Summary

Quantity	Description	Comments
33	Complete Mobile Audio Video (In-car) System (MAVS) including Intuitive Touch Screen Controller, Mobile Data Computer Interface, Front & Rear Cameras, Dual Wireless Audio Transmitters, Wired In-car Audio Transmitter, Activation Triggers (to be determined), Wireless File Transfer, Standard Installation & Shipping to LAPP HQ	Listed in detail below
33	Wired Interface with In-car MAVS (includes vehicle mount, docking station, power cable & signal cable)	Listed in detail below
33	On-site installation of In-car MAVS at LAPP HQ	Integration with other electronics in vehicle without interference
35	Body Worn MAVS with magnetic mounts	Listed in detail below
6	6-Port Multi-dock Chargers/Data transfer	LAN Connection required
35	Magnetic mount for Body Worn Camera	Added accessory
1	Data Vault 600TB Storage (capable of expanding to 1 Petabyte)	Listed in detail below
TBD	Dedicated LAN with Wireless Access Points (for the LAPP HQ garage & exterior of the building & Harbor Administration Building fuel dock) & wired connection at the LAPP HQ garage	Power & LAN Connection responsibility of LAPP
Estimated 4 Days	Professional Services (configuration & training)	Listed in detail below

Desired MAVS Components (Figure 2)



LAPP MAVS Network Overview (Proprietary & Confidential Figure 3)

2.3 Project Scope of Work

The specifications include an area to indicate compliance or deviation. Please submit entire specification with the bid response. For those items of the response marked as a deviation, please provide a full explanation of the specific area of deviation. Proposer should also state manufacturer and model number of the recorder, camera, monitor, and wireless microphone & body-worn MAVS device.

The scope of work is divided by requirements as follows:

Proposal Requirements

Section Number	Description	Compliant?	Deviation?
2.4	**MAVS BID REQUIREMENTS**		
2.4.1	Sample and Demonstration. Proposer may be required to furnish a complete sample unit for examination and testing prior to bid award upon request of the procuring agency	X	
2.4.2	Performance Testing and Product Evaluation. The MAVS may be field tested to verify its acceptable level of performance and conformity to specifications. Emphasis will be placed on the video system's ability to maintain consistent recording quality, while subject to interference from the following sources:*	X	
2.4.2.1	High powered television stations	X	
2.4.2.2	Other radio frequency interference sources including UHF, VHF, and HF transmitters.	X	
2.4.2.3	Automobile alternator, ignition and electrical systems	X	
2.4.2.4	Automobile air conditioner fan motor	X	
2.4.2.5	High voltage power lines, traffic signals, neon signs, etc.	X	
	*LAHD also reserves the right to have the digital video system examined by any other qualified entity, for acceptable design, construction, fabrication and assembly methods	X	
2.4.3	Patent Infringement. The Proposer should indemnify and save harmless the LAHD and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore	X	

Section Number	Description	Compliant?	Deviation?
2.4.4	Production Units. The manufacturer must be reputable in the production of this type of system with references from other police agencies that have experience with the system.	X	
2.4.5	On-site installation of In-car MAVS at LAPP HQ	X	
2.5	**MAVS Specifications**		
2.5.1	The MAVS should consist of a miniature zoom camera, digital video recorder (DVR) with solid-state drive, monitor/controller, and wireless microphone to provide high definition (HD) digital audio and video recording of traffic stops, pursuits, D.U.I. tests, contacts, etc.		X
2.5.2	The system should use embedded Microsoft Windows or Linux as its operating system		X
2.5.3	Video authentication should be provided by an MD5 checksum calculated for each file prior to removal from the vehicle. Once the files have been removed from the vehicle, industry standard, commercially available MD5 software can perform a checksum on any video file to confirm whether the file has been altered or not. When the checksum performed in the car matches checksum performed after its removal, the file's authenticity should be confirmed	X	
2.5.4	The miniature HD camera should be capable of operating in extreme weather conditions. Its small size should not obstruct the driver's field of view	X	
2.5.5	The monitor/controller should function as the primary user interface and include a minimum 7" LED with touchscreen		X
2.5.6	An mSATA solid state drive (SSD) should be used as the storage media for the recorded files. The SSD should be located in the system's digital video recorder (DVR). The system should protect recorded segments to ensure they are not recorded over. A physical key should be required to remove the SSD		X
2.5.7	The DVR should be capable of mounting anywhere in the vehicle. The final mounting location will be agreed to by customer and proposer based on vehicle model		X

Section Number	Description	Compliant?	Deviation?
2.5.8	The system should start recording automatically when a record trigger such as the vehicle's emergency lights, siren or wireless transmitter is activated. The triggers' status should be indicated on the controller and stored as data in a metadata file that is associated with the video file	X	
2.5.9	A Crash Record Activation feature should be available to automatically activate the recorder when the vehicle is involved in a collision. This activation should include capturing the "look back" buffer memory to video-record the collision, should it be in view of the active camera(s). Status of the impact sensor should be indicated on the controller and stored as data in a metadata file that is associated with the video file	X	
2.5.10	The Crash Record Activation feature should include a three-axis accelerometer to detect impacts from any direction	X	
2.5.11	All record triggers should be configurable, allowing the Agency to determine which cameras will start recording upon activation, and whether the in-car microphone will be activated	X	
2.5.12	All record triggers should be capable of being configured independently from the other triggers. For example, the cameras that are configured to start recording following a light bar trigger should be able to be different than the cameras that are configured to start recording following a crash detect trigger	X	
2.5.13	The activation of all record triggers, as well as officer's name, serial number, shop number and individual officer user data, should be capable of being stored as metadata that can be used as search criteria by a video file management system	X	
2.5.14	The system should support wired and wireless transfer of video files from the vehicle to the file management system located in the LAPP secure server room. If wireless transfer is employed, the wireless client should mount within the DVR		X

Section Number	Description	Compliant?	Deviation?
2.5.14	The system's SSD should be removable to address any temporary service interruptions in the wired/wireless network and to allow immediate access to critical events		X
2.5.15	All cables and hardware required for installation should be supplied	X	
2.5.16	The video system should be capable of interfacing with a GPS system to display GPS coordinates/vehicle location on the controller and record the coordinates in the metadata file that is associated with the video file	X	
2.5.17	The GPS interface should also control the system's internal clock to ensure that all systems' clocks across a fleet display the same time		X
2.5.18	The system should include a GPS marking switch to allow the coordinates of particular locations to be displayed on the video and stored as data with the video file. When the marking switch is pressed, the video system should initiate a new recording, if not already in the record mode		X
2.5.19	If equipped with GPS, the system should also be capable of displaying the patrol vehicle's speed, establish a threshold speed that if met will activate the recorder, and display the direction the patrol vehicle is traveling	X	
2.5.20	The system should support an optional dual control: the operator should be capable of controlling the system using the monitor controller mentioned above, and through an agency-supplied MDC		X
2.5.21	**Compact Color HD Zoom Camera**		
2.5.21.1	The HD zoom camera should not be subject to burn in, introduction of geometric distortion, not be affected by magnetic fields, and should be highly resistant to damage from vibration and shock	X	
2.5.21.2	The HD zoom camera should resist nighttime blooming and smearing from light sources	X	
	The HD zoom camera should operate at 12 VDC, and should offer resolutions from D1: 720x480 to true HD - 1080P: 1920x1080, progressive scanning	X	
2.5.21.3	The HD zoom camera should operate in temperatures from 23°F to 140°F (-5°C to 60°C)	X	

Section Number	Description	Compliant?	Deviation?
2.5.21.4	The HD zoom camera should include a motorized 10X optical zoom lens and 12X digital zoom to achieve a 120X total zoom.		X
2.5.21.5	The HD zoom camera should offer a horizontal field of view of 67° or larger.	X	
2.5.21.6	The HD zoom camera should be capable of focusing on objects placed 4" (10mm) from the lens. This should allow the officer to document driver's licenses and other information or objects relevant to an event.		X
2.5.21.7	The HD zoom camera should include an auto iris lens to automatically adjust for varying light levels from day to night	X	
2.5.21.8	The camera should offer auto white balance	X	
2.5.21.9	The camera should offer a S/N ratio of better than 50dB	X	
2.5.21.10	The HD zoom camera should include Wide Dynamic Range with quad frame multi-exposure to capture detail in high contrast scenes	X	
2.5.21.11	The HD zoom camera should include 2D/3D advanced noise reduction technology to record clearer video in low light conditions	X	
2.5.21.12	The HD zoom camera should include an Auto Zoom feature that will zoom the lens to a programmable telephoto position, pause, perform a momentary Auto Focus, then return to a programmable wide angle position. This process should be activated with the press of a single button		X
2.5.21.13	The HD zoom camera should include a Day/Night feature that changes the camera's signal from color to black & white (B&W). B&W mode should be more sensitive to light and therefore provide more detail in the darker portions of the scene than the color mode can provide. This day/night feature should be controlled by a single button easily acceptable to the user. Cameras that automatically switch from color to B&W are not preferred		X
2.5.21.14	The HD zoom camera should offer a minimum illumination of 1.4 lux in color mode and 0.35 lux in B&W mode		X
2.5.21.15	**The camera should include the following controls:**		
2.5.21.15.1	The camera should include the following controls:	X	

Section Number	Description	Compliant?	Deviation?
2.5.21.16.2	Digital Zoom (on/off)	X	
2.5.21.17.3	Wide (retract lens)		X
2.5.21.18.4	Backlight Compensation (on/off)		X
2.5.21.19.5	Auto Zoom		X
2.5.21.20.6	Day/Night Mode (on/off)		X
2.5.21.21.7	Auto Focus (on/off)		X
2.5.21.22	The camera's dimensions (including lens) should not encroach on vehicle manufacturers air bag deployment space	X	
2.5.21.23	The camera module should light weight	X	
2.5.21.24	The camera should include a record/mic status indicator. This indicator should consist of an LED built in to the front of the camera's housing to indicate to an officer outside the vehicle that the recorder is recording, and that audio from the wireless transmitter is being received	X	
2.5.21.25	The camera should be mounted with a heavy-duty spring-pivot mount. The mount should have a spring loaded dual-ball mount that should allow the camera to be positioned easily and secured in place without the use of tools	X	
2.5.21.26	The system should support the use of up to two cameras: one color HD zoom camera and one miniature fixed focus SD camera	X	
2.5.21.27	The miniature fixed-focus SD camera should include a 90° wide-angle lens sufficient to cover the back seat area. The camera should provide a color image when there is enough ambient light and automatically switch to a black and white image when the available light is reduced		X
2.5.21.28	The miniature fixed-focus camera should include an array of infrared LEDs that are capable of illuminating the entire back seat area of a patrol vehicle. These LEDs should allow the camera to capture usable video in total darkness. The LED array should turn on automatically when the camera switches to the black and white mode, and off when the camera switches to color. No adjustment of this camera should be required		X

Section Number	Description	Compliant?	Deviation?
2.5.21.29	The miniature fixed-focus camera should offer a minimum illumination of 0.5 lux with the IR LEDs off, 0.0 lux with the IR LEDs on		X
2.5.21.30	The miniature fixed-focus camera should offer a horizontal resolution of at least 650 TV lines and record 720x480 video files		X
2.5.21.31	The miniature fixed-focus camera should offer a wide dynamic range for recording high contrast scenes		X
2.5.21.32	The miniature fixed-focus camera should include a hard-wired microphone to record conversations inside the patrol vehicle. This mic should be capable of being controlled independently of the camera	X	
2.5.21.33	The miniature fixed-focus camera should be a small a possible	X	
2.5.21.34	The miniature fixed-focus camera should be light weight	X	
2.5.22	**Video Compression and Recording- Removable Solid- State Drive**		
2.5.22.1	The digital video system should record events to an automotive grade 64 GB mSATA solid state drive (SSD). The drive should be housed in a compact removable enclosure. A key should be required to remove the drive from the Digital Video Recorder (DVR)		X
2.5.22.2	The DVR should be constructed of cast aluminum to withstand the difficult conditions typical in a law enforcement environment		X
2.5.22.3	The system should provide a positive feedback loop from the DVR to the controller to accurately indicate the system's operational condition to the user		X
2.5.22.4	The system should use H.264 compression. Recordings should be playable on any PC with Windows 10 or higher using Window Media Player or the VLC media player	X	
2.5.22.5	The system should be capable of recording 2 video channels simultaneously. All cameras selected should record their own file. It is unacceptable to use splitters to combine multiple camera inputs into a single file	X	
2.5.22.6	The base system should support up to two cameras. One of the cameras should be capable of recording video with resolution from SD (720 x 480) to true HD (1080P). The second camera should record SD video (720 x 480)	X	

Section Number	Description	Compliant?	Deviation?
2.5.22.7	The system should be capable of recording 3 audio channels: Two wireless audio channels and one hard-wired in-car mic	X	
2.5.22.8	The system should be capable of recording all audio channels with all active cameras to ensure that the audio recorded at the event is heard when playing any/all of the recordings of the event	X	
2.5.22.9	The system should support users classifying each file in the car. File classifications should become part of the files' metadata and be capable of being used to determine how long the file is retained by the file management system	X	
2.5.22.10	The system should include up to 30 seconds of "look-back" buffer memory for pre-event recording for each camera. This buffer should be configurable through the system's Set-Up Menu	X	
2.5.22.11	Each camera's "look-back" buffer should be capable of being set independently of the others	X	
2.5.22.12	Each camera's "look-back" buffer should be capable of being set independently of the others	X	
2.5.22.13	The system should be capable of supporting up to 13 record triggers, including light bar, siren, wireless mic1, wireless mic2, crash, GPS mark, GPS speed threshold, radar speed threshold, and a vehicle door opening		X
2.5.22.14	Each record trigger should be capable of being configured independently of the other triggers. The system should allow an administrator to configure each trigger to activate the desired camera(s) and whether the trigger should turn the in-car mic on	X	
2.5.22.16	The system should include a Gigabit Ethernet port for automated file transfer		X
2.5.22.17	The system should include two (2) WiFi antennas to support MIMO file transfers		X
2.5.22.18	The removable SSD dimensions should be as small as possible		X
2.5.22.19	The removable SSD should be light weight		X
2.5.22.20	The removable SSD should offer an operating temperature range of -40 degrees Fahrenheit to 185 degrees Fahrenheit		X
2.5.22.21	The removable SSD should be capable of withstanding 1500 Gs shock		X
2.5.22.22	The removable SSD should offer data transfer rates of up to 170 MB per second		X

Section Number	Description	Compliant?	Deviation?
2.5.23	**Monitor Controller**		
2.5.23.1	Main system controls should be included in a touchscreen monitor controller that can mount anywhere in the passenger compartment		X
2.5.23.2	The touchscreen monitor controller should include a minimum of a 7" LED to support viewing and controlling multiple cameras and a virtual keyboard for data entry	X	
2.5.23.3	The touchscreen monitor controller should include a primary video window and up to three smaller video windows. Any of the smaller windows should be capable of swapping positions with the primary window with a single tap of the desired smaller window		X
2.5.23.4	The touchscreen monitor controller should support Android gestures such as swipe, screen tap, double tap, pinch and spread		X
2.5.23.5	The touchscreen monitor controller should allow each camera to be controlled independently of the others	X	
2.5.23.6	The touchscreen monitor controller should allow each camera to be controlled independently of the others	X	
2.5.23.7	The touchscreen monitor controller's housing should include a channel for the control cable on the back of the housing to allow the cable to be concealed and unobtrusive when routed downward		X
2.5.23.8	The touchscreen monitor controller should include four physical buttons with positive tactile feedback for the following system functions: Power, Stop, In-Car Mic and GPS Mark		X
2.5.23.9	The touchscreen monitor controller should include dedicated touch buttons for Home, Cameras 1-4 and Bookmark		X
2.5.23.10	The touchscreen monitor controller should include touch buttons for the Set-up menu, Playback menu, Body Camera File Transfer, and Log in menu		X
2.5.23.11	The touchscreen monitor controller should display the time and date and any officer/vehicle/Agency information that has been entered to be associated as metadata with the video files	X	

Section Number	Description	Compliant?	Deviation?
2.5.23.12	The touchscreen monitor controller should be capable of graphically displaying the brake indicator, as well as the following record triggers: Light bar, siren, crash, rear door, wireless Mic 1, and wireless mic 2		X
2.5.23.13	The touchscreen monitor controller should include a graphical display of the amount of storage used and the amount of storage available for additional recordings. This storage graphic should turn red and start flashing when 10% of the media remain available on the drive. This display should turn to a steady red display when the media is full and no more recording on the primary drive is possible	X	
2.5.23.14	The touchscreen monitor controller should be capable of graphically displaying the strength of the wifi connection between the system and the access point(s) to which it is connected		X
2.5.23.15	The touchscreen monitor controller's Playback selection screen should allow the user to display a list of in-car video files, a list of body camera files (if present) or both. The files listed should include an in-car or body camera icon and the start-time and date for the file	X	
2.5.23.16	The touchscreen monitor controller's Playback screen should allow the user to pause playback at an important part of the file to add a bookmark and a comment. This information should become part of the file's metadata that is stored by and searchable using the file management system	X	
2.5.23.17	All controls should be identified with back lighted legends for nighttime operation	X	
2.5.23.18	A covert mode should be supported that allows the monitor and all back lighted legends to be turned off without affecting the operation of the system. This should prevent the screen from illuminating the passenger compartment of the vehicle at night and prevent a detainee from seeing what is being recorded		X
2.5.23.19	The touchscreen monitor controller should include a Power LED and a Record LED. When in Covert mode, these LEDs should be the only indication that the system is on and recording if applicable	X	
2.5.23.20	Each camera's video window border should turn red when in the record mode	X	

Section Number	Description	Compliant?	Deviation?
2.5.23.21	The Controller should require positive feedback from the recorder before indicating that a command has been activated. This feature should ensure that the Controller should not falsely indicate that the system is recording	X	
2.5.23.22	Record-Over Protection - The system should automatically find a blank space on the media if the operator presses the Record button during/after playback or rewind. No file should be recorded over or deleted from the in-car media until it is confirmed to have been successfully transferred to the file management system	X	
2.5.23.23	**The touchscreen monitor controller should include a Set-Up menu with the following features/options:**		
2.5.23.23.1	User Friendly Access – A Menu touch button should access the main menu	X	
2.5.23.23.2	Limiting Menu Access - A method should be available to limit access to select menu options	X	
2.5.23.23.3	A Quick Access menu option should be included to provide users with a quick and easy way to confirm who is logged on to the system	X	
2.5.23.23.4	Time and Date - Records time in the metadata file in hours, minutes and seconds. Systems that superimpose the time and date permanently over the video should not be accepted	X	
2.5.23.23.5	Time and Date Format – Three time and date formats should be available through the Set-Up Menu: MM/DD/YY, DD/MM/YY, and YY/MM/DD	X	
2.5.23.23.6	Time Zone – The Set-Up Menu should support all US time zones. Proper selection of the agency's time zone will help ensure the clock is set properly across a fleet of vehicles	X	
2.5.23.23.7	Bookmark Notes - The set-up menu should include an option to allow notes to be added to bookmarks made during file playback. When the bookmark Notes feature is active, a virtual qwerty keyboard should automatically appear when the bookmark button is pressed	X	
2.5.23.23.8	Display and button brightness - The set-up menu should include options to control the brightness of the display and the button backlighting. These should be separate controls to allow the brightness of the display to be set independently of the brightness of the buttons	X	

Section Number	Description	Compliant?	Deviation?
2.5.23.23.9	Record Triggers - The set-up menu should include options to program record triggers. This option should allow each trigger to be programmed independently, including whether the in-car mic is activated and which cameras are activated	X	
2.5.23.23.10	GPS Display - The set-up menu should include the ability to display GPS coordinates, vehicle direction and speed, whether the coordinates are displayed in decimal or degrees, minutes and seconds and whether the speed is displayed in MPH		X
2.5.23.23.11	Camera Settings - The set-up menu should include the other cameras	X	
2.5.23.23.12	Software Version – The system's software versions can be accessed through the set-up menu	X	
2.5.23.23.13	Virtual qwerty keyboard – a virtual qwerty keyboard should automatically appear for options that require data entry		X
2.5.23.23.14	The system should allow partially used media to be inserted into the recorder without jeopardizing the previously recorded segments. The system should not allow previously recorded segments to be recorded over		X
2.5.23.23.15	The monitor/controller should include a Login Menu option to facilitate individual users logging in and having their personal information included with each file they record, making files searches easier	X	
2.5.23.23.16	The monitor/controller's dimensions should as small as possible	X	
2.5.23.23.17	The monitor/controller should be light weight	X	
2.5.23.23.18	The audio output of these speakers should be no less than 1 watt per speaker		X
2.5.23.23.19	Video monitoring should be possible whether or not the system is recording	X	
2.5.23.24	**The monitor should be capable of displaying:**		
2.5.23.24.1	Record Indicator for all cameras	X	
2.5.23.24.2	Time and Date	X	
2.5.23.24.3	LAPP selected identifier information	X	

Section Number	Description	Compliant?	Deviation?
2.5.23.24.4	Emergency lights icon		X
2.5.23.24.5	Siren Indicator icon		X
2.5.23.24.6	Microphone Reception icon		X
2.5.23.24.7	Brake use icon		X
2.5.23.24.8	In-car Microphone icon		X
2.5.23.24.9	Crash/impact sensor icon		X
2.5.23.24.10	GPS mark icon		X
2.5.23.24.11	GPS coordinates, speed, direction		X
2.5.23.24.12	Door open icon		X
2.5.23.24.12	Shop number (police vehicle)	X	
2.5.23.24.13	Officer name and serial number	X	
2.5.24	**High Performance Audio Transmitter/receiver System**		
2.5.24.1	The audio system is compact and lightweight and offers FCC approved frequencies in the 900 MHz band		X
2.5.24.2	The audio system shall employ Digital Spread Spectrum (DSS) technology to help ensure transmissions from the transmitter to the receiver remain private		X
2.5.24.3	The audio system shall employ Frequency Hopping technology to help ensure interference-free transmissions. When interference is detected, the system shall automatically switch to a clear channel		X
2.5.24.4	Up to 50 audio systems shall be capable of operating at a scene without interfering with one another		X
2.5.24.5	The system should provide an in-vehicle docking station for two transmitters. This station should include the system's receivers and should be capable of recharging the transmitter's battery.		X
2.5.24.6	The transmitter should be capable of being charged regardless of the position of the power switch	X	

Section Number	Description	Compliant?	Deviation?
2.5.24.7	Both the transmitter and docking station should have the ability of sending simultaneous audio and data streams. The data stream shall be used to send status information between the transmitter and the docking station		X
2.5.24.8	The transmitter should program/sync its unique code into the docking station. Once programmed, the receiver should only communicate with that transmitter. Any transmitter should be capable of programming and being used with any docking station		X
2.5.24.9	The transmitter should include LED's to indicate power, transmit status and low battery		X
2.5.24.10	The transmitter should include an LED blackout mode to turn off the transmitter's LEDs for covert nighttime operation		X
2.5.24.11	In addition to the visual status provided by the LEDs, the transmitter should include a switch to provide tactical (vibrate) or audible (beep) status updates, or allow the officer to select no additional indicators		X
2.5.24.12	The transmitter should include a lithium polymer (or better) rechargeable battery This battery shall provide 15 hours of ON time and 48 hours of service in the standby mode		X
2.5.24.13	The docking station shall have the ability to automatically activate the transmitter whenever the video system receives a record command from the light bar, siren or record switch		X
2.5.24.14	The docking station should have the ability to automatically return the transmitter to its standby mode whenever the video system stops recording		X
2.5.24.15	The transmitter should have a Standby/On switch. Standby mode should minimize power consumption while still allowing the transmitter to be activated by the docking station/video system		X
2.5.24.16	The transmitter should be capable of being manually switched from On to Standby and back as desired without affecting the synchronization between the transmitter and docking station or the system's record status		X
2.5.24.17	The user should have the ability to start the recorder from outside the car using the wireless transmitter		X

Section Number	Description	Compliant?	Deviation?
2.5.24.18	The transmitter should include a detachable microphone cord with clip (unless there is an adequate built-in microphone on the transmitter), to allow positioning anywhere on the user's clothing. A windscreen should be provided with the microphone to reduce wind noise		X
2.5.24.19	The transmitter should include an adequate built-in microphone as an alternative to microphone cord		X
2.5.24.20	The transmitter should be capable of detecting a bad microphone cord and automatically switch to the built-in microphone to avoid missing any audio		X
2.5.24.21	The transmitter's antenna shall be built into the case. There is preference to not have an external antenna		X
2.5.24.22	The system should support the use of two wireless audio systems to allow both users in a two-officer vehicle to have their own audio transmitter. Each audio system shall record to a separate audio track, so that each track can be isolated during playback		X
2.5.24.23	A hard wired in-car microphone should be included to record conversations inside the police vehicle simultaneously with conversations recorded with the wireless microphone. The in-car microphone should be incorporated into the rear seat camera (required) housing		X
2.5.24.23.1	When the in-car microphone is turned on, the monitor's speakers should be automatically be turned off. The will prevent audio feedback and ensure that recorded conversations will not be heard over the monitor's speaker		X
2.5.24.23.2	When the in-car microphone is turned on, the main camera's record/microphone LED should automatically be turned off.		X
25.24.23.3	The in-car microphone should NOT affect the use of the user's microphone. All audio sources should be recorded simultaneously on separate audio tracks		X
2.6	**High Performance Wireless File Transfer System**		
2.6.1	Wireless file transfer (required) from the in-car MAVS should be capable of transfers using 802.11 ac, n, g and b protocols	X	

Section Number	Description	Compliant?	Deviation?
2.6.2	The dual-band wireless client should mount inside of the DVR and support the 2.4 GHz and 5 GHz bands		X
2.6.3	The wireless client should support multi-in and multi-out (MIMO) technology. Two antennas should be provided with each system to maximize transfer speeds to/from fixed mounted AC's		X
2.6.4	All AC's should be supplied with Power Over Ethernet (POE) power adaptors		X
2.6.5	Each dual-band AC should support MIMO technology on the 2.4 GHz and 5 GHz bands		X
2.6.6	Each AC should include a Gigabit Ethernet connection to maximize the transfer speed from the AC to the storage server		X
2.6.7	The file transfer system should be capable of transferring at least one hour of video (720 x 480, 30 frames per second) in less than 10 minutes	X	
2.6.8	The file transfer system should use minimally use WPA2 security protocol to ensure against file interception or tampering	X	
2.7	**Body Worn MAVS**		
2.7.1	Body worn solution (audio and video) that works independently as a stand-alone device or as an integrated component of the in-car MAVS	X	
2.7.2	Camera supports HD (1080p, 720 P60 fps, 720p 20 fps) as well as SD video resolution		X
2.7.3	Camera works in low light conditions, has a configurable day/night mode and has IR LEDs		X
2.7.4	Audio transmitting/mute capabilities similar to the wireless transmitters in the in-car MAVS requirements (note any deviation from that functionality)	X	
2.7.4	GPS capture without officer interaction	X	
2.7.5	Pre-event recording with the same parameters as the in-car MAVS	X	
2.7.6	Bookmarking capability for the user	X	
2.7.7	File transfer from wired docking/charging station or through docking station from a docking station in the in-car MAVS	X	
2.7.8	While docked in a charging station or docked in the in-car MAVS, user can use playback function and can classify or add notes prior to transferring files	X	

Section Number	Description	Compliant?	Deviation?
2.7.9	Interface with predetermined triggers (e.g.light bar activation) to activate recording	X	
2.7.10	Multi-port (6 minimum) docking/charging station for file transfer and charging of body worn camera	X	
2.7.11	Synchronization capability of recorded files between body worn and in-car MAVS for same incident	X	
2.7.12	Magnetic mount for secure mounting of the body worn MAVS on the user's clothing	X	
2.8	**File Storage**		
2.8.1	Server: premise based virtualized server with expandable storage array capable of 5 years of retention of all captured files (minimum of 700TB expandable to 1Petabyte), all required software (operating system, database management, virtualization, application, etc.) configuration and installation (rack space will be provided)		X
2.8.2	**Video management:**		
2.8.2.1	Access control/security for stored files based on administrative privileges, automatic file integrity checks (MD5) and "Active Directory"	X	
2.8.2.2	File management including storage based on collected metadata (e.g. officer name, shop number, GPS data, etc.)	X	
2.8.2.3	Audit reporting to track and validate the chain of custody	X	
2.8.2.3	Easily copy and produce multiple copies of stored video file	X	
2.8.2.4	Graphical User Interface with focus on search features, copying and auditing files	X	
2.8.2.5	Web interface allowing authorized users to search and play files using local area networked personal computer	X	
2.9	**Access Points (AP)**		
2.9.1	TBD-AP's capable of transfers using 802.11 ac, n, g and b protocols for interior use (provide specifications and power/network requirements)	X	
2.9.2	1-AP capable of transfers using 802.11 ac, n, g and b protocols for exterior use (provide specifications and power/network/secure weather resistant housing requirements)	X	

Section Number	Description	Compliant?	Deviation?
3.0	**Professional Services**		
3.1	On-site Field Application Engineer for set up, configuration of the database and administrator training (provide total cost per day including travel and per diem)	X	
3.2	On-site training, recommend either train all users, train-the-trainer or virtual training (provide total cost per day including travel and per diem)	X	
3.3	On-site installation (independent of installed power and grounding of radios, MDC, light bar, controllers and other electronics to insure no conflicts of operations or disruptions), of in-car MAVS at LAPP HQ (per vehicle)	X	
3.4	Additional cost for installation and configuration of dedicated LAN with AP's & wired solution	X	
4.0	**Intelligent Visual Analytics (optional)**		
4.1	Capability to upgrade when funding becomes available a level of intelligent vision analytics in order to automate the analysis of video clips which are captured by both cameras in motion and static cameras. The analytics should have the ability to recognize and produce metadata and tag: people, faces, and in some cases, objects within the video clips. The solution should be able to quickly search for people, vehicles and faces based on metadata attributes such as size, color and various features. The solution must have automated redaction capabilities that can redact a person, or object throughout the video clip once selected. This needs to be done while also preserving the original video in an unaltered state.	X	
5.0	**Operating Instructions and Specifications Manual**		
5.1	A full and complete set of operating instructions should be furnished by the proposer with each unit	X	
5.2	An as-built diagram for the installation of the in-car MAVS should be provided by model of vehicle	X	
6.0	**Manufacturer's Quality Control and Testing**		
6.1	All electrical components utilized, including integrated circuits should be a high reliability commercial grade part	X	

Section Number	Description	Compliant?	Deviation?
6.2	Each individual electrical and electronic component is subjected to a complete quality control inspection. This is required before installation into printed circuit board or other sub-assembly.		X
6.3	All assembled printed circuit boards and sub-assemblies are thoroughly inspected and completely tested mechanically and electrically before being installed into the video system.	X	
6.4	All printed circuit boards should be glass epoxy, type FR4 or equivalent. Also all high-density circuit boards should be the solder mask type	X	
6.5	All components dissipating power in excess of one watt and mounted directly against a circuit board should have adequate heat sinks for circuit board protection. All electronic and electrical components should only be utilized within their manufacturer's operating specifications, pertaining to voltage, current and heat dissipation characteristics		X
6.6	Each complete video system should be individually bench tested for all functions and test parameters	X	
7.0	**Warranty**		
7.1	The manufacturer should fully guarantee their MAVS to be free of defects in materials and workmanship for a period of one year from the date of delivery to the LAPP. This warranty should not extend to finish, appearance items, or malfunction due to abuse, neglect, misuse, accidents, or operation under other than specified conditions & commitment for expedited repair & availability of spare parts	X	
7.2	Option to extend warranty annually for Years 2 through 5 to include virtual support of all delivered products & on-site repair after the expiration of the manufacturer's warranty	X	
8.0	**Shipping**		
8.1	Shipping costs of all purchased products to the LAPP HQ	X	
9.0	**Taxes**		
9.1	All applicable taxes including State of California sales tax at City of Los Angeles rate of 9.5%	X	

THE PORT OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

DATE: December 5, 2019

ADDENDUM #1- BID # F-1062 – MAVS SYSTEM

THAT PORTION WHICH NOW READS IN PART:

BID DUE BEFORE 2:00 P.M. DECEMBER 11, 2019

IS HEREBY CHANGED TO:

BID DUE BEFORE 2:00 P.M. JANUARY 8, 2020

NOTE: There may be a pre-bid meeting scheduled in January 2020, it is yet to be decided.

Sincerely,

Signed by Kimberly Ojo for Michelle Davies

Michelle Davies
Procurement Supervisor

THE PORT OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

DATE: DECEMBER 24, 2019

SUBJECT: BID NO. F-1062, ADDENDUM #2 – MOBILE AUDIO VIDO IN-CAR SYSTEM (MAVS)

THAT PORTION WHICH NOW READS IN PART:

BID DUE BEFORE: JANUARY 8, 2020 – 2:00 P.M.

IS HEREBY CHANGED TO:

BID DUE BEFORE: JANUARY 15, 2020 – 2:00 P.M.

ADD:

Q AND A – (ATTACHED)

Sincerely,

M. Davies

Michelle Davies
PROCUREMENT SUPERVISOR

Company Name: Axon Enterprise, Inc.

Signature: Shawnacee Nezial Date: 1/10/2020

Q:	Does the Department currently have an in-car system, and if so, who is the vendor and how many in-car units are in place?
A:	No.
Q:	How many marked patrol vehicles in total does the Department have?
A:	33
Q:	Does the Department currently have body worn cameras, and if so, who is the vendor and how many body worn camera units are in use by the Department?
A:	No.
Q:	Can the City please confirm where the 1 original copy of vendor responses should be mailed to:
A:	Contracts and Purchasing, 500 Pier A Street, 1st Floor, Wilmington, CA 90744, Attn: Michelle Davies
Q:	How many vehicles are in operation per shift?
A:	That varies based on the shift, the day of the week, special Departments, special events, etc., but between10-15.
Q:	How many vehicles will be offloading simultaneously?
A:	5-10.
Q:	How many locations will access points be needed?
A:	Initially a single location, Port Police Headquarters building garage.
Q:	Can you confirm if the 6 access points requested will be at a different locations?
A:	Single location.
Q:	How many hours of video do you anticipate each vehicle recording per shift?
A:	6.
Q:	Does the City's Sprint LTE plan included unlimited data and bandwidth? If so, is the agency comfortable offloading video data over this connection?
A:	Unlimited data but not bandwidth. Off- loading video data over sprint is not preferred but could be used as an option.
Q:	Is the 600TB storage server a physical server?, If so, will an icloud-based solutions be considered?
A:	The preference is an on-site (at Port Police Headquarters building), a physical 6—TB server for captured video storage. We will consider a CIIS compliant cloud storage solution depending on location and cost.
Q:	Is this a federally funded project that is backed by NDAA Act, which prohibits countries and company products from being used as far as you know?
A:	No, this is not a federally funded project.
Q:	How many patrol shifts does the Department have per day?
A:	The Department has 2 primary shifts per day supplemented by specialty units (canine, motorcycle, marine, bicycle, etc.)
Q:	How long is each patrol shift?
A:	Each patrol shift is 12 hours.

Q:	On average, how much video is captured per vehicle per shift?
A:	The amount of video captured per vehicle per shift is not known at this time. The 650TB estimate of storage is for 5 years of retention so that is estimated to be approximately 130 TB per year.
Q:	About how much time do Deputies have to upload video between shifts?
A:	The time between shifts is approximately 30 minutes.
Q:	What are the Department's video retention policies? How long is non-evidentiary/evidentiary video kept in active storage? How long is video kept archive storage?
A:	The retention of video to be captured from an in-car and/or a body worn camera is a minim of 5 years.
Q:	Does the County want the vendor to provide in-car hardware installation?
A:	The Harbor Department and Los Angeles Port Police want the vendor to provide hardware installation.
Q:	Does the County want the vendor to provide access points for wireless uploading?
A:	The Harbor Department Los Angeles Port Police want the vendor to provide access points for wireless uploading of captured video.
Q:	Does the county want the vendor to provide installation for wireless access points:
A:	The Harbor Department Los Angeles Port Police want the vendor to provide installation for wireless access points.
Q:	Will video be uploaded from the vehicles to multiple locations? If so, how many?
A:	There will be at least one location for uploading video from vehicles with an option of up to two additional locations.
Q:	Does the County want the video to be centrally managed by a single server?
A:	Yes.
Q:	What kind of connectivity exists between locations?
A:	Wired Local. Area Network.
Q:	How much of this connectivity is available for video transfer?
A:	That will be determined based on proposed solution.
Q:	If each site has internet connectivity what is the bandwidth speed (up and down)?
A:	Internet connectivity is not the preferred solution for any site that may be used.
Q:	Regarding local storage: Is the video to be stored on a local machine only, via Branch servers connected to a centralized management location or uploaded locally, but then moved to a centralized storage location?
A:	That depends on the proposed solution but at a minimum, a local machine.
Q:	Will cameras be assigned or pooled?
A:	In-car cameras will be installed in an assigned vehicle. We anticipate that body worn cameras will be pooled.
Q:	Will cameras and vehicles be returned to the Department after each shift or will they be taken home by the user?
A:	We anticipate that body worn cameras and vehicles will be returned to the Department after each shift.
Q:	Does the City have an expected deployment time line?
A:	Prior to June 30, 2020.
Q:	Will the City give vendors the option to perform a demonstration/presentation of products?
A:	No.

DEVIATIONS TO THE PROJECT SCOPE OF WORK

The specifications include an area to indicate compliance or deviation. Please submit entire specification with the bid response. For those items of the response marked as a deviation, please provide a full explanation of the specific area of deviation. Proposer should also state manufacturer and model number of the recorder, camera, monitor, and wireless microphone & body-worn MAVS device.

Axon Enterprise, Inc. (Axon) is the sole manufacturer of the Axon and Axon Evidence product lines. Axon is proposing the Axon Body 3; model number 73202, Axon Fleet in-car camera system; model numbers 71079 and 71081, and Fleet wireless microphone; model number 71086.

Please see the explanation for each deviation to Los Angeles Harbor Department's (LAHD) Project Scope of Work on the following pages.

2.5 MAVS SPECIFICATIONS

2.5.1 The MAVS should consist of a miniature zoom camera, digital video recorder (DVR) with solid-state drive, monitor/controller, and wireless microphone to provide high definition (HD) digital audio and video recording of traffic stops, pursuits, D.U.I. tests, contacts, etc.

The Axon Fleet system consists of two in-car cameras (forward and rear-facing), each of which contain 64GB of internal storage, that eliminate the need for a separate digital video recorder (DVR). The front-facing camera is equipped with a zoom function, which works in both buffering and event mode. Wireless microphones are available for agencies not using Axon body cameras. The camera has four video quality settings (Low SD, High SD, Low HD, and High HD) with a minimum video resolution of 480p and a maximum video resolution of 1080p.

Axon Fleet leverages the MDC as the primary user interface thus allowing the officer to control the cameras the via Axon View XL software application, as well as review and tag recorded videos and initiate offload. Included with the Axon Fleet package is a Cradlepoint router that facilitates communication between cameras and the software on the MDC, in addition to being able to act as the internet gateway.

Axon Fleet is designed to integrate with Axon body-worn cameras that capture their own video and audio stream independent of the in-car audio. The body-worn cameras are also able to be controlled by the software on the MDC.

2.5.2 The system should use embedded Microsoft Windows or Linux as its operating system.

Since there is no DVR hardware, Axon Fleet leverages the MDC to run the Axon View XL application. Axon View XL is compatible with MDCs that utilize a Microsoft Windows operating system. Evidence.com can be accessed from a computer utilize a Microsoft Windows or Linux operating system.

2.5.5 The monitor/controller should function as the primary user interface and include a minimum 7" LED with touchscreen.

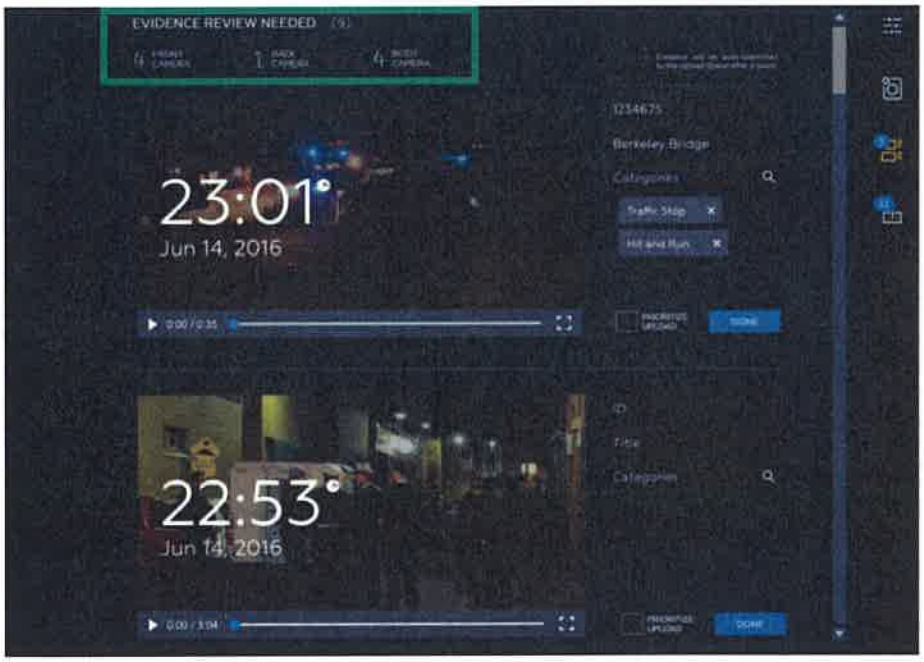
Axon Fleet leverages the MDC as the primary user interface thus allowing the officer to control the cameras via Axon View XL.

With Axon View XL, you can view recorded video on a connected Axon body-worn or in-car camera and tag files with metadata such as title, ID, and category. Recordings are displayed together in incident groups so that users can enter and apply metadata information to all the recordings in an incident group. Axon View XL transfers the tag information to the Axon camera. The tag information that you apply does not alter the original video evidence file.

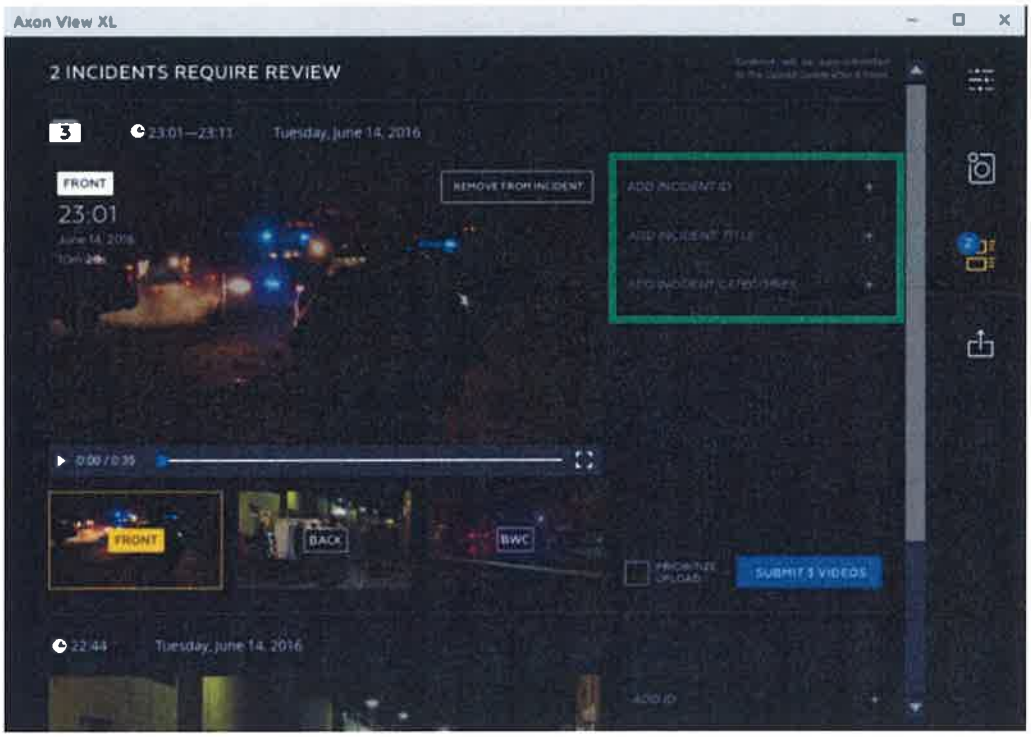
While in the Evidence Review screen, you can navigate between different videos by using the forward and back buttons. You can also begin playing the video and view the playback in full screen mode. The application has an intuitive interface designed to allow quick access to functions, so officers can focus on their job.

You will only be able to review and annotate video currently stored on the camera through the Axon View XL application. Video that has already been offloaded can be accessed by logging into Axon Evidence. Axon Evidence is accessible from any device with an internet connection via a standard web browser, subject to IP restrictions and security settings configurable at the agency level.

Officers can pair their Axon body-worn camera with the Axon View XL application, which allows them to review recorded video on a connected Axon camera and tag video evidence files with ID, title, and category metadata. Officers can add metadata to videos recorded by Axon Fleet and body-worn cameras at the same time.



For each metadata box, you can edit the metadata fields including adding an ID and title and you can also add evidentiary categories.



While on the Review tab, you can navigate between different videos by using the scroll bar. You can also add metadata and play the video and view the playback in full screen mode.

2.5.6 An mSATA solid state drive (SSD) should be used as the storage media for the recorded files. The SSD should be located in the system's digital video recorder (DVR). The system should protect recorded segments to ensure they are not recorded over. A physical key should be required to remove the SSD.

Each Axon Fleet camera contains 64GB of on-board, non-removable, eMMC storage. A DVR and physical key are not required, as the camera is the recording and storage device.

Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered.

2.5.7 The DVR should be capable of mounting anywhere in the vehicle. The final mounting location will be agreed to by customer and proposer based on vehicle model.

A DVR is not required, as the camera is the recording and storage device.

The following Axon Fleet hardware components are typically installed in the rear trunk tray; 1 Axon Signal Vehicle Unit (ASV), 2 power units (one per camera) and 1 router. Equipment can also be installed behind the front passenger seat and in some limited circumstances, in the center console. Each power unit should be located such that the 18-foot (5.5 m) wiring harness can reach the camera. The wiring harness can be trimmed as needed for installations that do not require the full length of the harness.

The front camera is mounted on the windshield using very high bond (VHB) adhesive. It is recommended that the front camera be mounted on the center part of the windshield, approximately 1-1/2" (3.8 cm) from the headliner. The rear camera is installed in the prisoner compartment typically centered at the top of the partition frame or over the top of the driver's side passenger door. The rear camera controller is installed in the officer compartment so that users can easily access the power switch and Event button. The rear camera controller and rear camera should be located so that the USB-C cable can connect the controller and camera.

2.5.14 The system should support wired and wireless transfer of video files from the vehicle to the file management system located in the LAPP secure server room. If wireless transfer is employed, the wireless client should mount within the DVR.

There are two offload methods available to upload Axon Fleet in-car video to Axon Evidence. Both options allow the cameras to remain in the vehicle via wireless connectivity. Regardless of offload method chosen, the MDT/MDC running Axon View XL must be able to connect to the Internet.

LTE/4G OFFLOAD

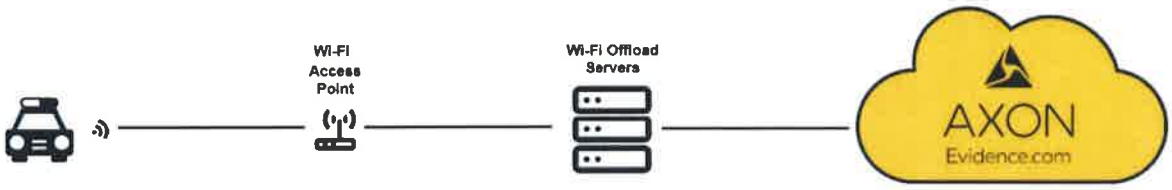
The Axon Fleet system supports wireless offload via LTE/4G networks using an in-car broadband connection. The configuration also reduces the contention on agency Wi-Fi infrastructure, as Axon Evidence is a cloud-hosted service. This offload method is best supported by an unlimited data and unlimited bandwidth plan (without which, video upload will likely be throttled).

Video is offloaded through an available cellular carrier network and the vehicle must have a compatible router capable of simultaneous AP/Client Mode. Axon does not provision, activate or manage carrier SIMs. The MDT/MDC running Axon View XL must be able to connect to the Internet.

WI-FI OFFLOAD

Using Wi-Fi to upload Fleet videos to Axon Evidence is an alternative to LTE uploads for customers whose LTE data plan throttles uploads or customers in areas lacking adequate LTE coverage.

A Wireless Offload Server (WOS) is required to facilitate offload via Wi-Fi. The WOS is network appliance that enables multiple concurrent video offloads from the Axon Fleet system leveraging the Axon router's Wi-Fi as a wireless wide area network (WWAN) function through compatible Wi-Fi access points.



When a vehicle is within range of a Wi-Fi access point, the Axon View XL application recognizes the WOS and begins to offload videos from the Axon View XL upload queue to that server. The video offload is done in segments, but, as with LTE offloads, the video file is retained on the Axon Fleet camera until successfully transferred.

WIRED OFFLOAD

Upon launch of the Dock and Walk offload workflow, the Axon Fleet 2 camera will copy encrypted video evidence to a flash drive/USB thumb drive inserted into a USB slot in the MDT. Offload is accomplished by removing the drive from the MDT and inserting into the Axon dock. The Axon doc will upload the evidence to the agency Axon Evidence account. Once upload is confirmed by Axon Evidence, the drive memory will be erased, and a message will be sent to the Axon View XL application installed in the MDT to delete the video files from the MDT and camera memory. Until Axon Evidence confirms evidence upload the video evidence will remain intact on the camera and the MDT memory, safeguarding against loss, failed upload or lost/damage flash drive.

2.5.14 The system's SSD should be removable to address any temporary service interruptions in the wired/wireless network and to allow immediate access to critical events.

Wireless offload (either over LTE or Wi-Fi) is the primary method of Axon Fleet video offload. In circumstances where wireless offload is unavailable, the cameras (which contain the internal storage) can be physically removed from the vehicle for manual data upload using a data cable.

2.5.17 The GPS interface should also control the system's internal clock to ensure that all systems' clocks across a fleet display the same time.

The internal clock (date and time) is automatically synched via a connection to Axon Evidence.

2.5.18 The system should include a GPS marking switch to allow the coordinates of particular locations to be displayed on the video and stored as data with the video file. When the marking switch is pressed, the video system should initiate a new recording, if not already in the record mode

The Axon Fleet system sources location data and vehicle speed from the in-car router. When a GPS source is available, Axon Fleet will track the GPS coordinates of the vehicle during recording. The GPS coordinates (latitude and longitude) are embedded as metadata within the video file.

Once the video from the in-car system is uploaded to Axon Evidence, the GPS coordinates will be presented in a map accessible from the viewing page. This map depicts the exact location of the vehicle as the video is played, rendering the path that the vehicle has taken. Upon playback in Axon Evidence, officers can view the location of the vehicle throughout the event.

2.5.20 The system should support an optional dual control: the operator should be capable of controlling the system using the monitor controller mentioned above, and through an agency-supplied MDC

The Axon Fleet system is controlled from the Axon View XL application, which is installed on the MDC. While the cameras do not have an on-device monitor, however; recording can be manually initiated by tapping the button on each device, or remotely activated based on the configured triggers using Axon Signal technology. When activated, Axon Signal technology will take your Axon Fleet system, as well as configured Axon body-worn cameras within range, from BUFFERING to EVENT mode.

2.5.21 COMPACT COLOR HD ZOOM CAMERA

2.5.21.4 The HD zoom camera should include a motorized 10X optical zoom lens and 12X digital zoom to achieve a 120X total zoom.

The Axon Fleet forward-facing camera is capable of both 2X and 4X digital zoom.

2.5.21.6 The HD zoom camera should be capable of focusing on objects placed 4" (10mm) from the lens. This should allow the officer to document driver's licenses and other information or objects relevant to an event.

The Axon Fleet front-facing camera has a fixed focus, capable of maintaining clear images from a distance within the range of 50 cm to infinity. This focus is set at the factory and cannot be modified or adjusted in any way by the user. The ability to capture close objects in focus is beneficial, especially to capture small objects, such as driver's licenses and other information, or fine detail in the video frame for evidentiary reasons.

2.5.21.12 The HD zoom camera should include an Auto Zoom feature that will zoom the lens to a programmable telephoto position, pause, perform a momentary Auto Focus, then return to a programmable wide-angle position. This process should be activated with the press of a single button.

Digital zoom is manual and initiated through the Axon View XL application on the MDT. After a zoom level (2X or 4X) is selected on the area of interest, the video will zoom and hold for 10 seconds. The operator can also enable "zoom hold" that will maintain the digital zoom until deactivated.

Tap anywhere on the screen to magnify that area by 2x. Tap on the screen again to magnify that area by 4x.

Magnification returns to normal 10 seconds after the last screen tap. If you exit Live View and return within 10 seconds, the image will still be magnified.

The user can tap Hold (as shown below) to maintain the current zoom and stop the 10 second countdown. If Hold is used during recording, magnification returns to normal when the recording is stopped.

2.5.21.13 The HD zoom camera should include a Day/Night feature that changes the camera's signal from color to black & white (B&W). B&W mode should be more sensitive to light and therefore provide more detail in the darker portions of the scene than the color mode can provide. This day/night feature should be controlled by a single button easily acceptable to the user. Cameras that automatically switch from color to B&W are not preferred.

The front-facing camera has a rating of 0.5 lux and records in color. The rear camera has a 0.1 lux rating and records monochromatic video. A lux rating indicates low-light perception capability – the level of light required to see an object. The human eye has a lux rating of approximately 0.1 lux.

The low-light imaging technology cannot be disabled, Axon cameras are purposefully designed to match the light perception of the human eye and this will not have a negative impact on recordings captured in daylight or darkness.

The Axon Fleet's front-facing camera records video in color, while the rear-facing camera captures high-definition video in monochrome. There is not a day/night feature for an officer to control.

2.5.21.14 The HD zoom camera should offer a minimum illumination of 1.4 lux in color mode and 0.35 lux in B&W mode.

The front-facing Fleet 2 camera has a rating of 0.5 lux, and the rear camera has a 0.1 lux rating. A lux rating indicates low-light perception capability – the level of light required to see an object. The human eye has a lux rating of approximately 0.1 lux.

2.5.21.17.3 Wide (retract lens).

The forward-facing camera has a fixed-focus glass lens with a 120° field of view and digital zoom capabilities. It

2.5.21.18.4 Backlight Compensation (on/off).

Axon cameras do not include a backlight compensation setting. However, video can be recorded in one of four video quality settings (Low SD, High SD, Low HD, High HD) spanning 480P, 720P and 1080P video resolutions. All video is captured using Low-Light technology, which helps to reduce glare and accurately represents what the human eye sees.

2.5.21.19.5 Auto Zoom.

Initiating zoom is manual and done through the Axon View XL application installed on the MDT. Zooming back out is automatic after 10 seconds, unless the "zoom hold" feature is enabled.

2.5.21.20.6 Day/Night Mode (on/off).

The low-light imaging technology cannot be disabled, as the front-facing camera has a rating of 0.5 lux, and the rear camera has a 0.1 lux rating. Axon cameras are purposefully designed to match the light perception of the human eye and this will not have a negative impact on recordings captured in daylight or darkness.

There is no feature to toggle between a day or night mode, since it records at low light and in daylight settings. The cameras use automatic image quality control, which adjusts the image parameters dynamically.

2.5.21.21.7 Auto Focus (on/off).

Axon Fleet cameras are equipped with automatic focus, so there is no need for focus controls.

2.5.21.27 The miniature fixed-focus SD camera should include a 90° wide-angle lens sufficient to cover the back seat area. The camera should provide a color image when there is enough ambient light and automatically switch to a black and white image when the available light is reduced.

The rear-facing camera has a 143° field of view and records in monochrome. The rear-facing Axon Fleet camera features automatic infrared illumination for recording in dark conditions, enabling clear visibility into the prisoner transport area at night. The camera captures high-definition, monochrome video with clarity in virtually all light levels.

2.5.21.28 The miniature fixed-focus camera should include an array of infrared LEDs that are capable of illuminating the entire back seat area of a patrol vehicle. These LEDs should allow the camera to capture usable video in total darkness. The LED array should turn on automatically when the camera switches to the black and white mode, and off when the camera switches to color. No adjustment of this camera should be required.

The Axon Fleet rear-facing camera uses infrared LED and always captures monochrome video. The rear-facing Axon Fleet camera is an infrared camera with the ability to capture video evidence in complete darkness.

2.5.21.29 The miniature fixed-focus camera should offer a minimum illumination of 0.5 lux with the IR LEDs off, 0.0 lux with the IR LEDs on.

The Axon Fleet rear-facing camera uses infrared LED and always captures monochrome video. The front-facing Fleet 2 camera has a rating of 0.5 lux, and the rear camera has a 0.1 lux rating. A lux rating indicates low-light perception capability – the level of light required to see an object. The human eye has a lux rating of approximately 0.1 lux.

2.5.21.30 The miniature fixed-focus camera should offer a horizontal resolution of at least 650 TV lines and record 720x480 video files.

Horizontal resolution is 640 pixels or lines.

2.5.21.31 The miniature fixed-focus camera should offer a wide dynamic range for recording high contrast scenes.

Axon Fleet does not support wide dynamic range at this time.

VIDEO COMPRESSION AND RECORDING-REMOVABLE SOLID-STATE DRIVE

2.5.22.1 The digital video system should record events to an automotive grade 64 GB mSATA solid state drive (SSD). The drive should be housed in a compact removable enclosure. A key should be required to remove the drive from the Digital Video Recorder (DVR).

Each Axon Fleet camera contains 64GB of solid state, non-removable, eMMC storage, eliminating the need for separate DVR hardware.

The Axon Fleet system does not accommodate alternate storage mediums. Axon Fleet cameras record files to secured storage on the local system board. This eMMC storage is only accessible via a proprietary interface and is not readable by readily available operating systems (Windows, MacOS, Linux, etc.). The additional storage medium is on the in-car MDT, where each recording is copied and stored until uploaded to Axon Evidence.

2.5.22.2 The DVR should be constructed of cast aluminum to withstand the difficult conditions typical in a law enforcement environment

Not applicable, the Axon Fleet system does not require a separate DVR.

2.5.22.3 The system should provide a positive feedback loop from the DVR to the controller to accurately indicate the system's operational condition to the user.

Not applicable, the Axon Fleet system does not require a separate DVR.

2.5.22.13 The system should be capable of supporting up to 13 record triggers, including light bar, siren, wireless mic1, wireless mic2, crash, GPS mark, GPS speed threshold, radar speed threshold, and a vehicle door opening.

The cameras are the video and audio capture devices. Body-worn cameras can be used as an additional audio source and have been requested as part of this solicitation. The wireless microphone can automatically trigger cameras but if an officer is wearing an Axon body camera, signal technology will activate all Axon cameras within range.

Axon Signal is a technology that operates over Bluetooth Low Energy and activates Axon cameras within range via various triggers (described below).

The Axon Signal products we offer today are the Axon Signal Vehicle Unit, the Axon Signal Performance Power Magazine and the Axon Signal Sidearm. Whether you're driving your vehicle, using a TASER Smart Weapon, or drawing a firearm, Axon Signal technology ensures vital footage is captured.

The Axon Signal Vehicle Unit

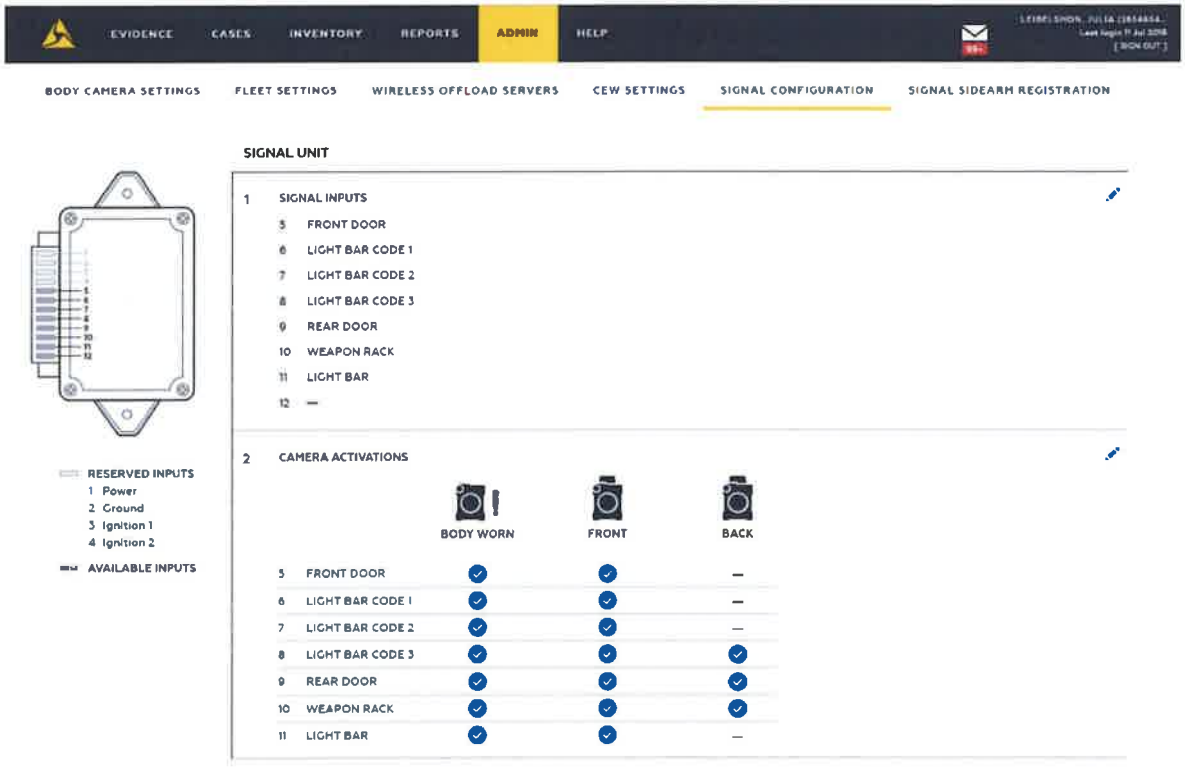
Here's how they work:

- **Axon Signal Vehicle Unit (ASV):** The ASV is installed in a patrol vehicle and wirelessly activates Axon cameras via triggers including light bar / siren activation, door sensor, speed, acceleration, crash and weapon rack.

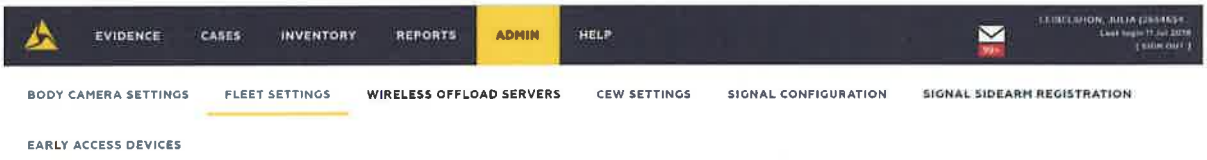
Axon Evidence administrators can configure which Axon Signal events will alert Axon body-worn and vehicle cameras for their agency. The Axon Evidence Signal Configuration page is used to configure the events for the following Axon Signal products.

AXON SIGNAL VEHICLE

The Signal Vehicle unit is installed in the vehicle and report certain in-vehicle events, such as light bar / siren activation, door, weapon rack, CEW, speed, crash and acceleration to alert Axon cameras to begin recording.

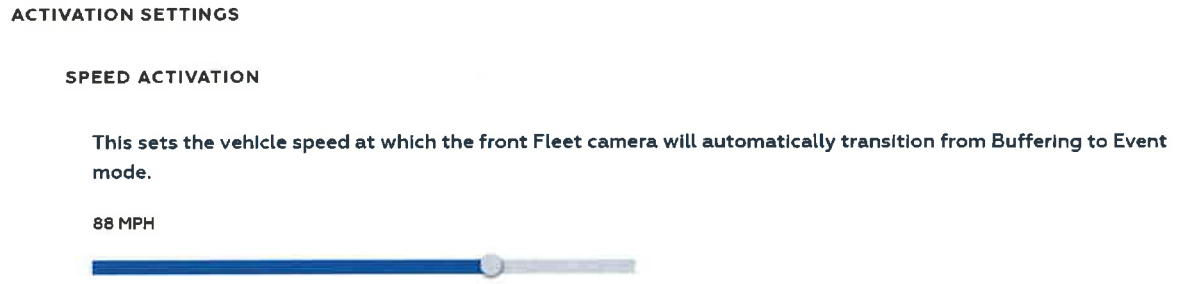


The following triggers can be configured for Axon Fleet in-car cameras from the Axon Fleet camera configuration page. The following triggers will only start event recording on Axon Fleet cameras (not Axon body-worn cameras).



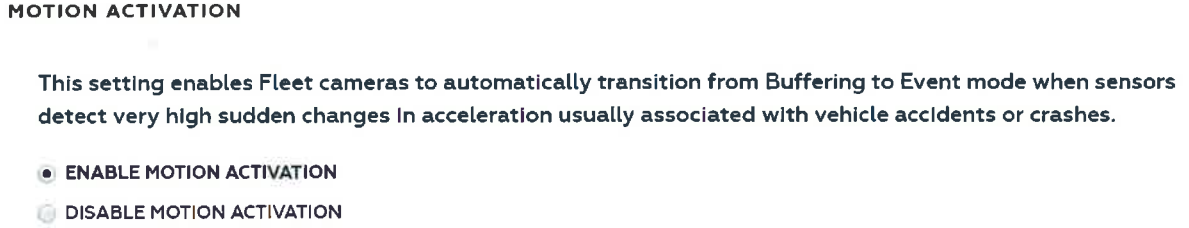
SPEED ACTIVATION

This setting allows you to configure your Axon Fleet Front camera to automatically transition from Buffering to Event mode to record video when the set speed threshold is exceeded. Use the Speed Activation slider to set the speed. Speed activation is off by default. Important: You must have a GPS enabled router and the GPS must be configured for use with Axon Fleet for the Speed Activation setting to function.



MOTION ACTIVATION

This setting enables Axon Fleet cameras to automatically transition from Buffering to Event mode when sensors detect very high sudden changes in acceleration, usually associated with vehicle accidents or crashes. This setting is disabled by default.



2.5.22.16 The system should include a Gigabit Ethernet port for automated file transfer.

The Axon Fleet system requires the use of an in-car router to offload video over LTE or Wi-Fi. Axon provides the Cradlepoint IBR900-1200, which has two LAN/WAN switchable 10/100/1000 Gigabit Ethernet ports.

2.5.22.17 The system should include two (2) WiFi antennas to support MIMO file transfers.

Axon provides the Cradlepoint IBR900-1200 router, with a 5-in-1 antenna that includes dual-band, dual-concurrent MIMO Wi-Fi.

2.5.22.18 The removable SSD dimensions should be as small as possible.

2.5.22.19 The removable SSD should be light weight.

2.5.22.20 The removable SSD should offer an operating temperature range of -40 degrees Fahrenheit to 185 degrees Fahrenheit.

2.5.22.21 The removable SSD should be capable of withstanding 1500 Gs shock.

2.5.22.22 The removable SSD should offer data transfer rates of up to 170 MB per second.

The camera's on-board storage is non-removable, therefore the requirements for a removable SSD are not applicable to Axon cameras; this applies to requirements 2.5.22.18 - 2.5.22.22 listed above.

MONITOR CONTROLLER

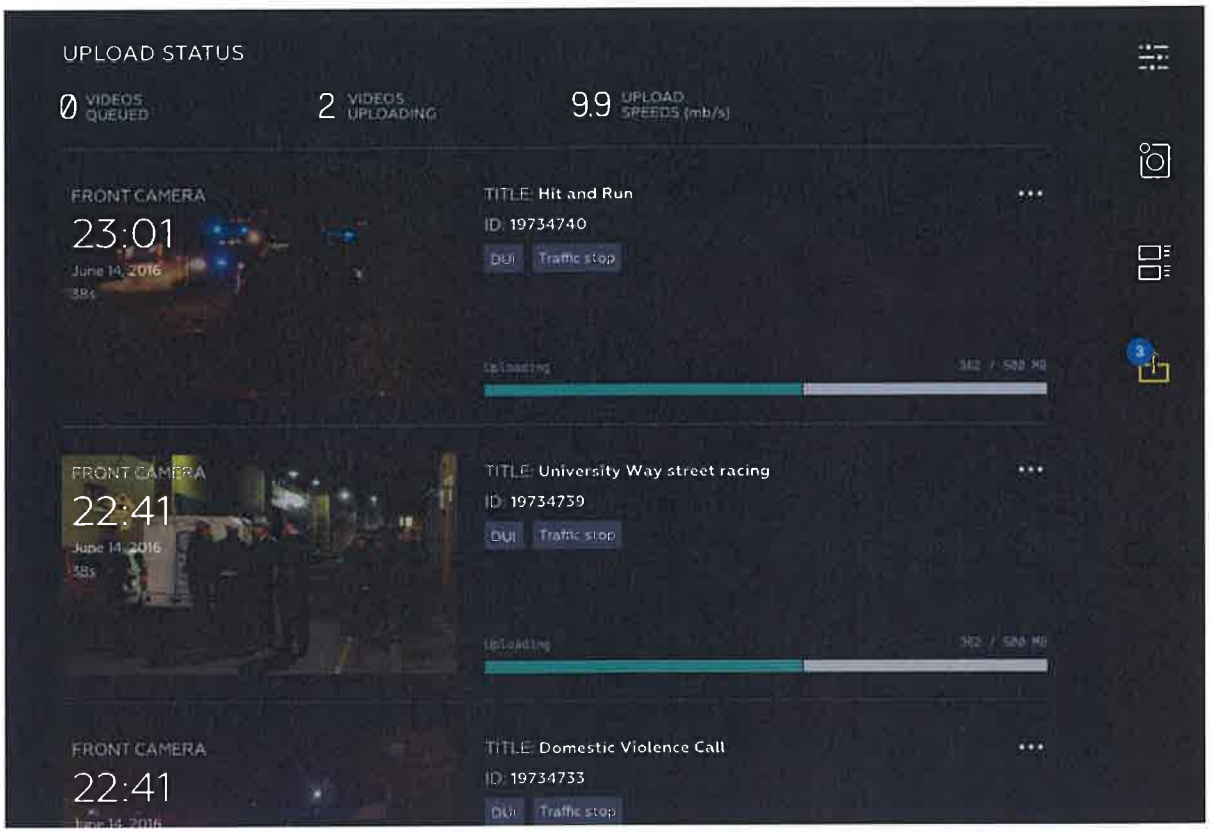
2.5.23.1 Main system controls should be included in a touchscreen monitor controller that can mount anywhere in the passenger compartment.

Axon View XL software is installed on the agency's touchscreen MDC to provide viewing, tagging, and upload capabilities.

2.5.23.3 The touchscreen monitor controller should include a primary video window and up to three smaller video windows. Any of the smaller windows should be capable of swapping positions with the primary window with a single tap of the desired smaller window.

Axon View XL is contained in a single window, in which the officer can select to view one live feed from the selected camera (front, rear or body camera).

When an active recording is not in progress, officers can review video that has not yet been uploaded to Axon Evidence.



2.5.23.4 The touchscreen monitor controller should support Android gestures such as swipe, screen tap, double tap, pinch and spread.

Gestures are subject to the specifications of the hardware and operating system on the MDC.

2.5.23.7 The touchscreen monitor controller's housing should include a channel for the control cable on the back of the housing to allow the cable to be concealed and unobtrusive when routed downward.

Cabling is subject to the mounting and configuration of the MDC hardware.

2.5.23.8 The touchscreen monitor controller should include four physical buttons with positive tactile feedback for the following system functions: Power, Stop, In-Car Mic and GPS Mark.

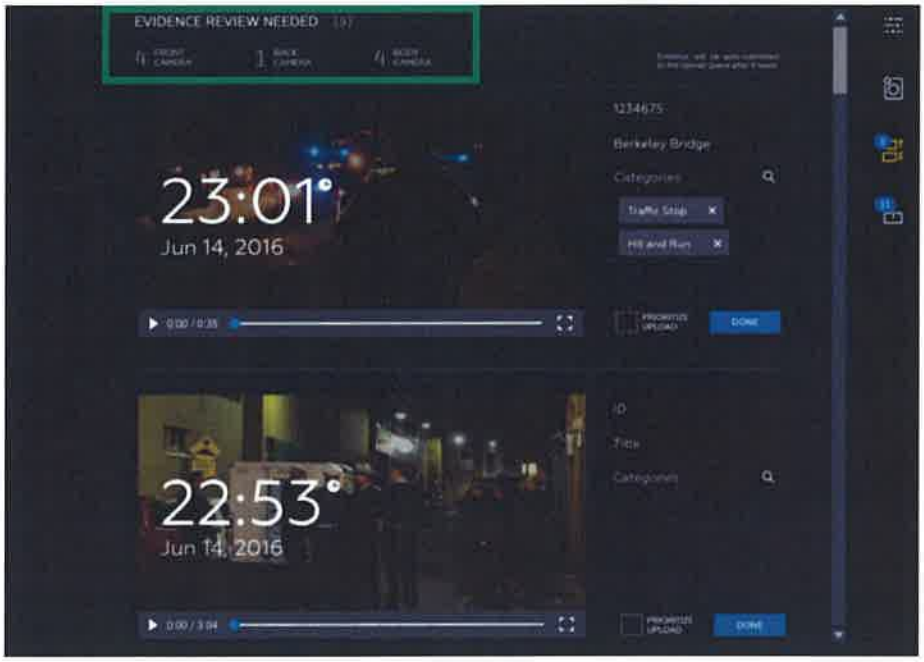
Tactile feedback is dependent upon the device on which the Axon View XL application is installed.

2.5.23.9 The touchscreen monitor controller should include dedicated touch buttons for Home, Cameras 1-4 and Bookmark.

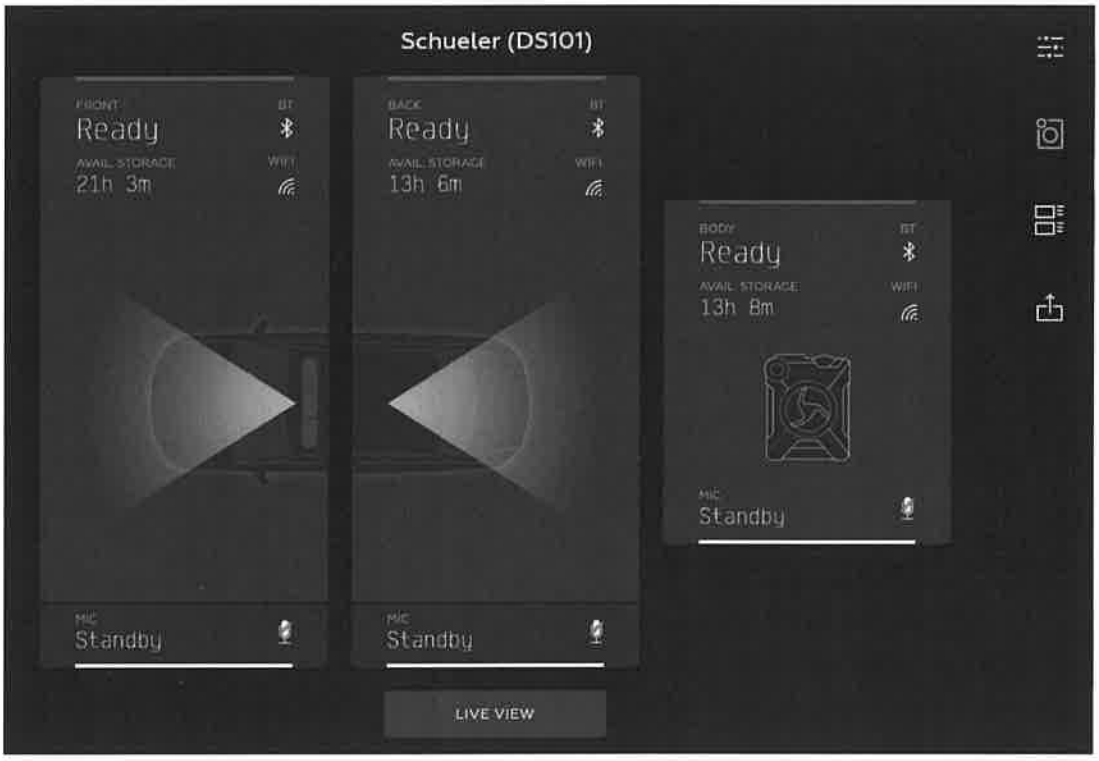
With Axon View XL, you can view recorded video on a connected Axon body-worn or in-car camera and tag files with metadata such as title, ID, and category.

Recordings are displayed together in incident groups so that users can enter and apply metadata information to all the recordings in an incident group. Axon View XL transfers the tag information to the Axon camera. The tag information that you apply does not alter the original video evidence file.

Officers can add metadata to videos recorded by Axon Fleet and body-worn cameras at the same time.



For each metadata box, you can edit the metadata fields including adding an ID and title and you can also add evidentiary categories.



Officers can bookmark a video from Axon View XL or once uploaded in AxonEvidence.

2.5.23.10 The touchscreen monitor controller should include touch buttons for the Set-up menu, Playback menu, Body Camera File Transfer, and LoQ in menu.

The Axon View XL interface has four main tabs:

Control – this tab shows the camera status, has the manual interface to start and stop camera recording, and provides access to the camera live views.

Review – this tab is used to review and add metadata to videos.

Upload – this tab provides a way to check the upload status of videos.

Settings – this tab provides vehicle, user, and system information. It provides controls for Axon Fleet camera settings, along with pairing with and changing settings for Axon body worn cameras. It is also where users sign out of Axon View XL.

2.5.23.12 The touchscreen monitor controller should be capable of graphically displaying the brake indicator, as well as the following record triggers: Light bar, siren, crash, rear door, wireless Mic 1, and wireless mic 2.

Axon View XL provides the officer with information regarding Axon Fleet camera functionalities, including the recording status, storage capacity, wireless connectivity, and audio recording status.

Additionally, the Axon Fleet system can calculate and record vehicle speed using GPS information from the MDT or using a compatible GPS-enabled in-car router. The Axon Fleet camera can be triggered to record when the vehicle reaches an agency-defined speed.

The device's internal accelerometer can activate the camera in the event of a crash and can be configured with G-force limits, which are tailored to the specific limits of the agency.

If the speed overlay is toggled (yellow MPH button), speed will display in the lower right-hand corner of the video when viewed in Axon Evidence.

2.5.23.14 The touchscreen monitor controller should be capable of graphically displaying the strength of the wifi connection between the system and the access point(s) to which it is connected.

If offloading to an on-premise Wireless Offload Server (WOS), connectivity status from Axon View XL to the server is displayed. If offloading over LTE, connectivity status to Axon Evidence is displayed.

2.5.23.18 A covert mode should be supported that allows the monitor and all back lighted legends to be turned off without affecting the operation of the system. This should prevent the screen from illuminating the passenger compartment of the vehicle at night and prevent a detainee from seeing what is being recorded.

Axon View XL runs on the agency's MDT, so the covert mode feature is dependent on the controls of the MDC hardware and Windows operating system. The system can be "blacked out" on demand by simply closing the application or shutting off the in-car MDT/MDC.

2.5.23.23.10 GPS Display - The set-up menu should include the ability to display GPS coordinates, vehicle direction and speed, whether the coordinates are displayed in decimal or degrees, minutes and seconds and whether the speed is displayed in MPH.

GPS coordinates are displayed within Axon View XL. Vehicle speed, coordinates, and relative location/route on a map overlay are all displayed during playback in Axon Evidence when reviewing a specific video file. GPS coordinates are displayed in decimals and vehicle speed in MPH.

2.5.23.23.13 Virtual qwerty keyboard - a virtual qwerty keyboard should automatically appear for options that require data entry.

Axon View XL runs on the agency's MDT, so keyboard configurations are dependent on the operating system and the MDC hardware.

2.5.23.23.14 The system should allow partially used media to be inserted into the recorder without jeopardizing the previously recorded segments. The system should not allow previously recorded segments to be recorded over.

Axon Fleet cameras do not have removable or external storage; the 64GB of on-board storage, store up to 23 hours of footage when recording at the default resolution of 720p.

Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered.

2.5.23.23.18 The audio output of these speakers should be no less than 1 watt per speaker.

Speaker and audio quality for video playback in the vehicle are dependent on the hardware of the MDC running Axon View XL.

The monitor should be capable of displaying:

2.5.23.24.4 Emergency lights icon.

Emergency light icons are not currently supported in Axon View XL; however, if an Axon camera is activated by the emergency lights being turned on, this will be reflected in the audit trail.

2.5.23.24.5 Siren Indicator icon.

Siren Indicator icons are not currently supported in Axon View XL; however, if an Axon camera is activated by the siren being turned on, this will be reflected in the audit trail.

2.5.23.24.6 Microphone Reception icon.

Not applicable; the body-worn camera records its own audio and video stream to its on-board storage.

2.5.23.24.7 Brake use icon.

Brake use icons are not currently supported in Axon View XL.

2.5.23.24.8 In-Car Microphone icon.

In-Car microphone icons are not currently supported in Axon View XL.

2.5.23.24.9 Crash/impact sensor icon.

Crash/impact sensor icons are not currently supported in Axon View XL; however, if an Axon camera is activated due to a crash or acceleration, this will be captured in the audit trail.

2.5.23.24.10 GPS mark icon.

GPS mark icons are not supported. Vehicle speed, coordinates, and relative location/route on a map overlay are all displayed within Axon Evidence when reviewing a specific video file.

2.5.23.24.11 GPS coordinates, speed, direction.

GPS coordinates are displayed within Axon View XL. Vehicle speed, coordinates, and relative location/route on a map overlay are all displayed within Axon Evidence when reviewing a specific video file.

2.5.23.24.12 Door open icon.

Door open icons are not currently supported. If a door trigger is configured to activate a recording via Axon Signal, the specific trigger will appear in the audit trail within Axon Evidence.

HIGH PERFORMANCE AUDIO TRANSMITTER/RECEIVER SYSTEM

Axon is proposing the Axon Body 3 camera as an alternative solution to a transmitter/receiver system. As detailed throughout the following pages, the body-worn camera is the primary method of recording audio outside the vehicle, therefore, it does not need to transmit audio wirelessly to a receiver or a docking station, and instead records audio from a multi-mic, dual channel audio.

2.5.24.1 The audio system is compact and lightweight and offers FCC approved frequencies in the 900 MHz band.

The body-worn camera is the primary method of recording audio outside the vehicle. It does not need to transmit audio wirelessly to a receiver, and instead records audio from a multi-mic, dual channel audio as part of a video, to its own on-board storage. The device can be recharged while in use and camera status can be viewed within Axon View XL and the camera's LCD screen. The total weight of the Axon Body 3 is 6.9 oz., inclusive of all integrated fastenings for the standard RapidLock mount. The camera measures 1.3" (D) x 2.6" (W) x 3.8" (H).

Additionally, Axon complies with FCC Class B, CE 2004/108 and RoHS certifications.

2.5.24.2 The audio system shall employ Digital Spread Spectrum (DSS) technology to help ensure transmissions from the transmitter to the receiver remain private.

Audio is not sent to a remote receiver, so there is no transmission of data. DSS does not apply, since no wireless channels are being utilized.

2.5.24.3 The audio system shall employ Frequency Hopping technology to help ensure interference-free transmissions. When interference is detected, the system shall automatically switch to a clear channel.

Frequency Hopping Technology is not necessary, as body-worn cameras are used in place of wireless microphones.

2.5.24.4 Up to 50 audio systems shall be capable of operating at a scene without interfering with one another.

Each body-worn camera captures video and audio independent of other body-worn cameras so there is no risk of audio channel interference since nothing is being remotely transmitted.

2.5.24.5 The system should provide an in-vehicle docking station for two transmitters. This station should include the system's receivers and should be capable of recharging the transmitter's battery.

The proposed body-worn cameras will be used in place of wireless microphones/transmitters. The LAPP has the option to install Axon Docks in vehicles (when coupled with a cellular router).

When a fully depleted battery is recharged using the Axon Dock, the recharge time for 12+ hours of buffering mode is approximately five (5) hours. It should be noted, however, that the battery is designed to last a full 12+ hour shift, and it is unlikely that the battery will fully deplete after one use. Charging a fully depleted battery for approximately three (3) hours will provide an 80% charge.

Additionally, the recommended method of charging Axon cameras is through the Axon Dock. However, Axon cameras are equipped with a 2.0 USB interface to facilitate off-Dock charging. The cameras use a 2.5 mm mono (TS) phone connector for the USB interface. The purchase price of each Axon camera includes a USB charging cable suitable for use with a standard USB charger or in-car USB outlet.

Axon cameras can be charged by any electrical charger with a USB connector, whether outfitted for a standard wall outlet (NEMA-5) or car charger. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. Always recharge a depleted battery as soon as reasonably possible.

2.5.24.7 Both the transmitter and docking station should have the ability of sending simultaneous audio and data streams. The data stream shall be used to send status information between the transmitter and the docking station.

The body-worn camera is the primary method of recording audio outside the vehicle. The camera does not transmit audio wirelessly to a receiver or a docking station. Instead, the camera records audio from a multi-mic, dual channel audio.

2.5.24.8 The transmitter should program/sync its unique code into the docking station. Once programmed, the receiver should only communicate with that transmitter. Any transmitter should be capable of programming and being used with any docking station.

The body-worn camera is the primary method of recording audio outside of the vehicle and acts as a wireless microphone/transmitter.

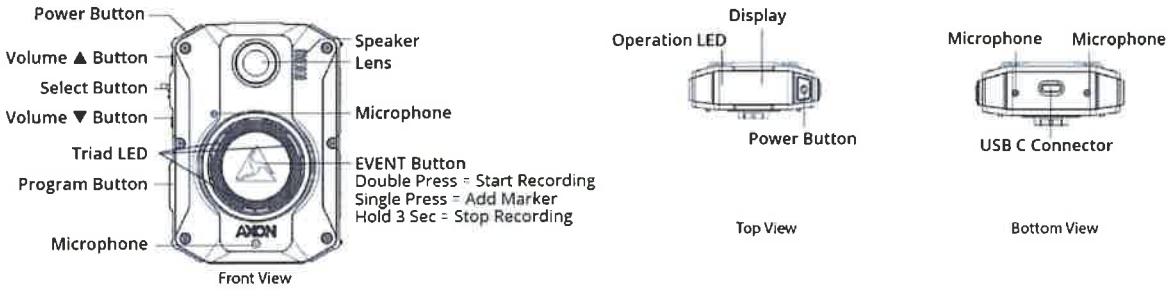
At the conclusion of an officer's shift, they will place their Axon camera into the Axon Dock. Not only does the dock allow for easy upload, but it also charges the device and upgrades the device firmware version without the need for a computer.

- All communication between the dock and Axon Evidence will be conducted over 256-bit AES encryption.
- A SHA-2 cryptographic hash function is applied to each MP4 video captured; this functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA-2 hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an internet service interruption, the upload will resume at the last successful block. This includes if an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded.
- The SHA-2 cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

2.5.24.9 The transmitter should include LED's to indicate power, transmit status and low battery.

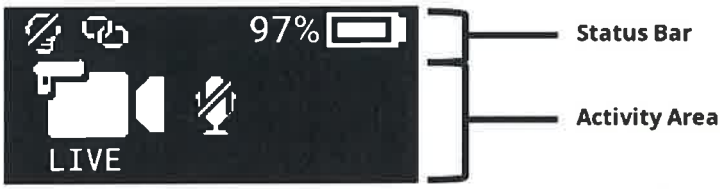
Axon body-worn cameras include LED lights that indicate power, camera status, and low battery.

The Axon Body 3 camera provides visual (LEDs), audible (beeps), and haptic (vibration) feedback to indicate clearly the current mode of operation and alert the wearer of the camera's status. The Axon Body 3 supports live streaming to Axon Evidence when recording. When live streaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.



VISUAL NOTIFICATIONS

The camera display on top of the camera is divided into a Status Bar and Activity Area.



In the field, the display shows information on camera status and activity.

Status Bar Icon	Description
58%	Battery capacity
	Charging (to the right of the battery capacity icon)
	Update in progress

Activity Area Icon	Description
UPLOADING	Upload in progress
UPDATING	Updating firmware or settings
NETWORK ERROR	Possible network error. Check network connection and refer to device profile page in Evidence.com.
USERID123	Assigned officer ID (shown when no other activity is in progress)

LIVE	Axon Aware Live Streaming*
	Recording started by gunshot detection
	Microphone off (mute mode)

In the dock, the display shows information on camera status and activity.

The Operation LED located on the top of the camera displays the device's current operating mode to the wearer.

OPERATION LED NOTIFICATIONS	
OPERATING MODE	OPERATION LED
Recording	Blinking red

OPERATION LED NOTIFICATIONS	
Ready (Buffering)	Blinking green
Booting up/powering down	Solid red
Mute enabled or Pairing mode	Blinking blue
Axon Aware Live Streaming*	Blinking purple
Low battery or error	Blinking yellow
In an Axon Dock with no other action	Battery capacity color
Firmware update (while in an Axon Dock)	Solid white

The Triad LED on the front of the camera can be configured to display the camera's operating mode.

TRIAD LED (IN THE FIELD)	
OPERATING MODE	**TRIAD LED**
Ready (Buffering)	Blinking green
Recording	Blinking red

In the Axon Dock, the Triad LED on the front of the camera shows the device status and battery capacity.

TRIAD LED (IN THE AXON DOCK)	
DEVICE STATUS	**TRIAD LED**
Battery is fully charged (> 98%)	Solid green
Battery capacity is at mid-range (33% to 97%)	Solid yellow
Battery capacity is at low-range (< 33%)	Solid red
Uploading data, downloading data, or applying device settings	Spinning yellow (cycling yellow on each Triad LED)
Downloading firmware or settings updates	Spinning white (cycling white on each Triad LED)
Possible network error	Blinking red, yellow and green (cycling all colors)
Device error	Blinking red

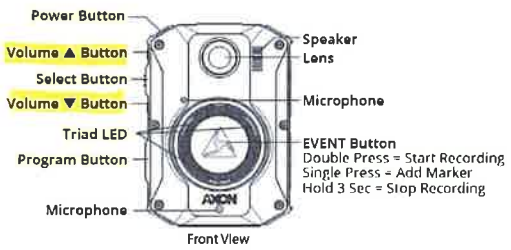
AUDIBLE NOTIFICATIONS AND HAPTIC FEEDBACK

The camera emits audible notifications (beeps) called audio prompts and/or haptic (vibration) feedback to notify the user of the system status. This prevents the user from having to visually check their device, improving user experience and officer safety.

AUDIBLE NOTIFICATIONS AND HAPTIC FEEDBACK		
OPERATING MODE	**AUDIO NOTIFICATION**	**HAPTIC NOTIFICATION (VIBRATION)**
Powering on or off	One long, multi-pitch tone	One – long duration
Start recording	Two short tones	Two – short duration
Recording reminder: Two short tones every 2 minutes	Two short tones every 2 minutes	Two – short duration every 2 minutes
Stop recording, return to ready	One long tone	One – long duration
Exit Stealth mode	Two short high-pitch tones	Two – short duration
Event marker captured	None	One – short duration
Low battery notifications: 25% battery capacity and every 5% decrease	Three quick high-pitch tones	One – long duration
Camera enters Pairing mode	Three high-pitch tones	Three – short duration
Error	TBD	None

2.5.24.10 The transmitter should include an LED blackout mode to turn off the transmitter's LEDs for covert nighttime operation.

Stealth mode can be initiated via camera controls or Axon View. To enter Stealth mode with the camera controls, a user can press and hold the Volume Down button for 3 seconds. The word STEALTH will briefly be shown in the camera's display activity area and an S icon will appear on the Camera Display status bar.



Front View

Alternatively, to enter Stealth mode with Axon View XL, the Axon Body 3 camera must be turned on and paired with your mobile device. A user can then open the Axon View application on the mobile device and activate Stealth mode in the Settings via a toggle switch.

2.5.24.11 In addition to the visual status provided by the LEDs, the transmitter should include a switch to provide tactical (vibrate) or audible (beep) status updates, or allow the officer to select no additional indicators.

The Axon Body 3 camera provides visual (LEDs), audible (beeps), and haptic (vibration) feedback to clearly indicate the current mode of operation and alert the wearer of the camera's status.

For some situations, LAPP may wish to turn off the vibrations for your camera. To do so, LAPP has several ways to turn the camera vibrations on and off.

- Using the Camera's Controls
- Using Axon View
- Using Axon Evidence

2.5.24.12 The transmitter should include a lithium polymer (or better) rechargeable battery This battery shall provide 15 hours of ON time and 48 hours of service in the standby mode.

Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours.

The Axon Body 3 has an internal, rechargeable, lithium-ion polymer battery with a 3440 mAh capacity. The battery is removable, replaceable, and recyclable.

In addition, the Axon Body 3 is capable of recording for 13-15 continuous hours when its LTE capabilities are turned off.

2.5.24.13 The docking station shall have the ability to automatically activate the transmitter whenever the video system receives a record command from the light bar, siren or record switch.

Automatic Axon camera activation takes place using Axon signal, not a docking station.

Axon Signal is a technology that operates over Bluetooth Low Energy and activates Axon cameras within range via various triggers.

The device is installed in a patrol vehicle and wirelessly activates Axon cameras via triggers including light bar / siren activation, door sensor, speed, acceleration, crash and weapon rack.

2.5.24.14 The docking station should have the ability to automatically return the transmitter to its standby mode whenever the video system stops recording.

Officers will need to manually stop the recording of a camera after it has been triggered to record, either by tapping the event button on the front of the device or from the Axon View XL interface.

2.5.24.15 The transmitter should have a Standby/On switch. Standby mode should minimize power consumption while still allowing the transmitter to be activated by the docking station/video system.

The Axon Body 3 has a physical power button, and once powered on, has two operating modes.

The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode. When the device is turned on and in Buffering mode, a fully charged battery will last 12+ hours. Docking stations are not capable of activating Axon body-worn cameras.

2.5.24.16 The transmitter should be capable of being manually switched from On to Standby and back as desired without affecting the synchronization between the transmitter and docking station or the system's record status.

The Axon Body 3 is the primary method of recording audio outside the vehicle. It does not need to transmit audio wirelessly to a receiver, and instead records audio from a multi-mic, dual channel audio.

In addition to ingesting and managing assets in one central location, Axon Evidence platform takes integration one step further. Videos captured during an event are automatically time-synchronized for multi-view playback in Axon Evidence, whether recorded with an Axon body-worn camera or an Axon Fleet unit. The player supports toggling the audio stream from any of the videos so they can be synchronized even if they did not start or end at the same time.

This unique technology optimizes the benefits of integrated body-worn and in-car recordings by displaying all available footage in an understandable way. Rather than reviewing each file individually and piecing together sequences of events, officers can review all of the video together and clearly see what events transpired. This method of review can immediately facilitate the "charge" or "no charge" decision of a district attorney, eliminate false accusations, instantly corroborate witness statements, and more. No other platform offers this level of connected technology for a truly integrated solution.

2.5.24.17 The user should have the ability to start the recorder from outside the car using the wireless transmitter.

The Axon Body 3 can be activated manually outside the vehicle at any time without the need of a transmitter.

2.5.24.18 The transmitter should include a detachable microphone cord with clip (unless there is an adequate built-in microphone on the transmitter), to allow positioning anywhere on the user's clothing. A windscreen should be provided with the microphone to reduce wind noise.

The Axon Body 3 is the primary method of recording audio outside the vehicle. It does not need to transmit audio wirelessly to a receiver, and instead records audio from multi-mic, dual channel audio. The body camera does not require a detachable microphone cord.

We use sophisticated on-board audio processing (Nokia Ozo-based) to conduct wind noise reduction, calculate automatic gain control, and produce a high-quality stereo audio recording.

2.5.24.19 The transmitter should include an adequate built-in microphone as an alternative to microphone cord.

The Axon Body 3 is the primary method of recording audio outside the vehicle.

The camera is the recording device for both video and audio, with four (4) built-in microphones on different planes of the camera. An audio algorithm developed in partnership with Nokia dramatically improves the audio captured by the Axon Body 3 camera, compared to its predecessor.

2.5.24.20 The transmitter should be capable of detecting a bad microphone cord and automatically switch to the built-in microphone to avoid missing any audio.

Not applicable; the Axon Body 3 is not equipped with a microphone cord because the microphone is built into the camera.

2.5.24.21 The transmitter's antenna shall be built into the case. There is preference to not have an external antenna.

The Axon Body 3 is the primary method of recording audio outside the vehicle. It does not require an external antenna.

2.5.24.22 The system should support the use of two wireless audio systems to allow both users in a two-officer vehicle to have their own audio transmitter. Each audio system shall record to a separate audio track, so that each track can be isolated during playback.

Up to two body-worn cameras can be paired with the Axon Fleet system and controlled via View XL from the MDC. During video review in Axon Evidence, officers can select the audio stream from any of up to four videos selected for simultaneous playback. Each camera records a separate audio track, so that a specified track can be isolated during playback.

2.5.24.23 A hard wired in-car microphone should be included to record conversations inside the police vehicle simultaneously with conversations recorded with the wireless microphone. The in- car microphone should be incorporated into the rear seat camera (required) housing.

Both the rear and front-facing Fleet includes a built-in stereo microphone. The device can detect audio up to 20 feet away and pick up multiple conversations at normal volume within its audio range, even in the backseat of a vehicle. Axon Fleet audio is clear, intelligible and always synced with the video footage.

DUAL-CHANNEL STEREO MICROPHONE

Axon Fleet cameras use a dual-channel stereo microphone, meaning the device is always recording two channels. Most in-car recording systems use a mono, or one channel, microphone.

Stereo recording produces a better representation of original sound than mono recording, which is the reason most entertainment functions employ stereo microphones. Stereo recording also allows effective background noise filtering so listeners can focus on the primary audio.

2.5.24.23.1 When the in-car microphone is turned on, the monitor's speakers should be automatically be turned off. The will prevent audio feedback and ensure that recorded conversations will not be heard over the monitor's speaker.

Inadvertent audio feedback will not be an issue, as the live view feature only shows the live video feed. Audio capture is indicated as shown in the screenshot below.

2.5.24.23.2 When the in-car microphone is turned on, the main camera's record/microphone LED should automatically be turned off.

Axon Fleet and body-worn cameras record separate audio and video streams. The cameras display independent LED lights when recording and automatically switch to blinking green when the recording has been stopped.

2.5.24.23.3 The in-car microphone should NOT affect the use of the user's microphone. All audio sources should be recorded simultaneously on separate audio tracks.

The Axon Body 3 records audio and video independent of the in-car cameras.

HIGH PERFORMANCE WIRELESS FILE TRANSFER SYSTEM

2.6.2 The dual-band wireless client should mount inside of the DVR and support the 2.4 GHz and 5 GHz bands.

The Axon Fleet system does not use a DVR but uses a Cradlepoint IBR900-1200 to communicate with access points or over an LTE connection. It has two Wi-Fi radios that support 2.4GHz and 5GHz bands.

2.6.3 The wireless client should support multi-in and multi-out (MIMO) technology. Two antennas should be provided with each system to maximize transfer speeds to/from fixed mounted AC's.

Axon provides the Cradlepoint IBR900-1200, with a 5-in-1 antenna that includes dual-band, dual-concurrent MIMO Wi-Fi.

2.6.4 All AC's should be supplied with Power Over Ethernet (POE) power adaptors.

Axon provides the Cradlepoint IBR900-1200, which is wired to ignition for power. It includes ignition sensing GPIO.

2.6.5 Each dual-band AC should support MIMO technology on the 2.4 GHz and 5 GHz bands.

Axon provides the Cradlepoint IBR900-1200, with a 5-in-1 antenna that includes dual-band, dual-concurrent MIMO Wi-Fi on the 2.4GHz and 5GHz bands.

2.6.6 Each AC should include a Gigabit Ethernet connection to maximize the transfer speed from the AC to the storage server.

The Cradlepoint IBR900-1200 includes Gigabit Ethernet.

BODY WORN MAVS

2.7.2 Camera supports HD (1080p, 720 P60 fps, 720p 20 fps) as well as SD video resolution.

The Axon Body 3 has a variable bitrate (configurable by the agency) that can be set to 480p, 720p, or 1080p. The frame rate is a consistent 30 FPS, with no dropped frames.

2.7.3 Camera works in low light conditions, has a configurable day/night mode and has IR LEDs

The Axon Body 3 utilizes advanced low-light technology. A lux rating indicates low-light perception capability, or the level of light required to see an object. The camera has a lux rating of < 0.1 lux; the human eye has a lux rating of approximately 0.1 lux.

Axon cameras do not need or support a configurable day/night mode.

FILE STORAGE

2.8.1 Server: premise based virtualized server with expandable storage array capable of 5 years of retention of all captured files (minimum of 700TB expandable to 1 Petabyte), all required software (operating system, database management, virtualization, application, etc.) configuration and installation (rack space will be provided).

Axon is proposing a cloud-based digital evidence management solution instead of an on-premise system; please see the benefits of a SaaS solution listed below.

The Axon platform of connected video recording and mobile technologies is built around Axon Evidence; a scalable, cloud-based system that centralizes all types of digital files.

Axon Evidence utilizes cloud architecture to provide highly available, redundant storage with no limit to storage capacity. For a low monthly cost, our cloud-based solution reduces the hassle of managing expensive proprietary storage arrays. Axon Evidence can benefit LAPP in the following ways.

- Scalable Storage – Computing power and storage scale automatically, unlike local solutions that require agencies to predict storage demands ahead of time, which can lead to extra spending and the depletion of valuable resources to maintain storage for future growth.
- Easy to Share – Cloud-hosted evidence can be easily and securely shared with stakeholders through the use of the internet, thus replacing the need of more manual processes.
- Automatic Upgrades – As a true Software as a Service (SaaS), Axon Evidence is continuously being improved with new features. Axon releases monthly upgrades developed to improve functionality and security. Upgrades are pushed automatically with no added effort or cost.
- Secure – Security is constantly reviewed, maintained, and upgraded. Both Axon and Microsoft leverage investments and resources to remain compliant with the world's most rigorous standards.
- No Single Point of Failure – A robust and automated disaster recovery plan paired with multiple storage sites across separate geographical locations help keep your evidence secure and available.
- Accessible – Axon Evidence offers accessibility from devices with an internet connection and a standard browser (subject to IP restrictions dictated by the agency). This gives users the flexibility to access Axon Evidence whether in the field or at the office.

6.2 Each individual electrical and electronic component is subjected to a complete quality control inspection. This is required before installation into printed circuit board or other sub-assembly.

Axon maintains an approved list of vendors from whom all PCBAs/FCPs are sourced. Axon does not require each individual electrical or electronic component to be subject to a complete quality control inspection. This activity is determined and driven by the supplier of PCBAs/FCPs, with Axon verifying functionality of the final assembly during production.

6.5 All components dissipating power in excess of one watt and mounted directly against a circuit board should have adequate heat sinks for circuit board protection. All electronic and electrical components should only be utilized within their manufacturer's operating specifications, pertaining to voltage, current and heat dissipation characteristics.

We do not have any components that dissipate power in excess of 1W. We allow some components within the device to operate at temperatures outside of manufacturer's operating specifications, but only in a capacity where our design can continue to perform as expected to prioritize the ability to capture evidence in a broader set of environmental conditions.

AXON

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

December 3, 2019

Harbor Department Purchasing Office
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

RE: Requested Exceptions to Request for Bid for Mobile Audio Video In-Car System

Please find below Axon Enterprise, Inc.'s (Axon) exceptions to the above-referenced solicitation. Axon is open to further discussions regarding requested changes, and it reserves the right to negotiate the terms and conditions attached to the solicitation.

1. **Addition of Axon's Terms and Conditions.**
Axon respectfully requests that its Master Services and Purchasing Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City on these terms and conditions.

2. **General Conditions. Section 7.**
Axon respectfully requests that this section be removed. Due to the number of Axon's customers, as well as the challenges in administering most favored customer clauses for both Axon and customers, Axon does not agree to such clauses.

Best Regards,

Alissa McDowell
Senior Corporate Counsel
amcdowell@axon.com
480.905.2038

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term**. This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon

warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, and Axon

Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

12 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

13 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16 **Termination**.

16.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under

this section as soon as reasonably practicable.

16.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

17 Confidentiality. **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18 General.

18.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

18.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

18.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement

constitutes a waiver of that right.

18.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9 Survival. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Legal	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

18.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage**. For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services

or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

13 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

14 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial

item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud 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, Agency will immediately discontinue use of Axon Cloud Services.

16 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are $2,500 per day. BWC Full Service options include:

System set up and configuration • Setup Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

Click here to enter text.

3 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order.

Changes may require an equitable adjustment in the charges or schedule.

4 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

5 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

6 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

7 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

8 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

3 **Third-party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.

4 **Wireless Offload Software.**

4.1. License Grant. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. Restrictions. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. Updates. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. WOS Support. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Wireless Microphone**. The Axon Fleet Wireless Microphone subscription is a 5-year term. If

this Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.

6 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

7 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.

8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.