



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-00275

March 7, 2017

Consent Item 04

Title: Contract: Body Worn Camera and Digital Media Storage Solution (Two-Thirds Vote Required) [Published for 10-Day Review 02/24/2017]

Location: Citywide

Recommendation: Pass a Resolution: 1) suspending competitive bidding in the best interests of the City for the purchase of a body worn camera and digital media storage solution; 2) authorizing the City Manager or the City Manager's designee to enter into a contract with TASER International, Inc. (Taser) for the purchase of body worn camera equipment and digital media storage solution in an amount not to exceed \$3,956,628 and a term of five years ending February 2022; and 3) authorizing the City Manager or the City Manager's designee to execute the purchases specified in the contract provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Justin Risley, Acting Police Captain, Metro Division, (916) 808-6140, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-City of Sunnyvale documents
- 3-Agreement
- 4-Resolution

Description/Analysis

Issue Detail: The Fiscal Year (FY) 2016/17 Approved Budget included funding to develop and begin the implementation of a Body Worn Camera (BWC) program. Subsequently, staff convened assessment teams (e.g. Field, Information Technology, Fiscal, Management and Policy) to finalize the evaluation of potential BWC products and provide a recommendation for a BWC solution. The Taser solution was ranked the highest overall based on key attributes (identified below) identified by evaluation teams.

Staff conducted a comprehensive assessment of the equipment and services necessary to implement a BWC system. Primary considerations included the number of cameras, docking stations, and vehicle integration units, as well as deployment schedule, digital media storage requirements, implementation services, and training. All equipment and services identified in the needs assessment have been incorporated into the recommended agreement. The terms of the agreement include a five-year time of performance for a not-to-exceed amount of \$3,956,628 with initial deployment phases of \$578,501 and \$912,695 during FY2016/17 and FY2017/18 and subsequent annual costs of \$821,811 from FY2018/19 through FY2020/21.

Policy Considerations: The recommendations contained in this report are consistent with: 1) City Code 3.56.090 requiring City Council approval for agreements equal to or greater than \$100,000; 2) City Code 3.56.230(C) which allows for exceptions to competitive bidding upon a two-thirds vote of the City Council; and 3) City Council Rules of Procedure, Chapter 7, Section E.2.d, which requires additional posting time for agreements greater than \$1 million.

Economic Impacts: None

Environmental Considerations: None

California Environmental Quality Act (CEQA): The actions being considered do not constitute a "project" within the meaning of the CEQA pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: The recommended agreement with Taser is the result of a comprehensive and collaborative process that included field testing and an efficient and effective procurement process. Additional considerations included deployment model/schedule and usage policy.

Field Testing and Evaluation

The Sacramento Police Department (SPD) began market research of BWCs in early 2015; at that time, the SPD participated in several product demonstrations and tested several different camera solutions. However, BWC technology continued to rapidly improve: new vendors entered the marketplace and many companies debuted second generation BWC products, which prompted the SPD to extend its field testing and evaluation process. This research identified key attributes considered essential to the successful implementation and operation of a BWC solution (i.e, full shift battery life, field of view, uniform mounting options, automatic pre-record ability, tamper resistance, cloud storage, data security, video and audio quality, hardware maintenance and replacement, ongoing support, vehicle integration, camera usability and evidence management system).

The following companies met these basic requirements: Utility-BodyWorn; Safariland-VIEVU; Taser; WatchGuard Technologies, Inc.; and Panasonic. The field testing and evaluation process of these different solutions was provided concurrent testing of two different cameras for a month. The officers who participated in the field tests were representative of a cross section of assignments which included: Gang Enforcement, Bikes, Motors, Patrol, K9, and ShotSpotter. This was done to accommodate the different types of situations in which a camera would be activated as well as different types of uniform and clothing. Following each month-long trial period the officers were required to complete an evaluation form and participate in a formal, in-person survey to discuss individual experiences with each product. The officers' evaluations and survey results indicated that Taser was the preferred BWC solution as the Taser solution most successfully met the needs of the SPD.

Taser offers a simple, durable, and reliable camera with multiple mounting options. The camera records in high definition video and performs well in night-time and low-light situations. The Taser solution includes automatic recording that can be initiated by the activation of sensors installed throughout patrol vehicles (e.g., light bar, door, weapon rack, etc.). This capability builds in redundancy to ensure that cameras are activated and recording during rapidly unfolding incidents in the field. The Taser docking station is designed to allow users to simply plug the camera into the docking station at the end of shift to automatically download the video, upload it to the server, and charge the battery. In addition, the Taser solution provides full-shift battery life, pre-event buffering and an assurance and licensing plan for the docking stations and cameras that guarantees two complete equipment upgrades and a full warranty.

Taser also provides a robust digital evidence management software solution (Evidence.com) that allows for secure viewing, case management, automated retention processes, video sharing, classification of videos, and tiered storage plans. Evidence.com is a cloud-based solution for the ongoing management and storage of digital video and audio evidence.

Currently, the SPD does not have the technical staff or resources available to fund the hardware and continuing licensing to host the management and storage of digital media on premises. Because of the costs necessary to initiate and support an on premise data management solution, staff estimates that a cloud-based solution will save the City approximately 42 percent over the next five years. In addition, Evidence.com is compliant with the U.S. Department of Justice's Criminal Justice Information Services (CJIS) policy requirements. This federal policy is in place to ensure the integrity and security of all digital evidence.

Procurement Process

The field tests and evaluations allowed the SPD to hone in on the key elements of a BWC solution necessary to guide the procurement process. When considering the administrative processes associated with procurement staff recognized the time and effort necessary to prepare specifications, advertise, and evaluate. Staff determined that it was most efficient to mitigate the cost and time spent on these administrative processes by seeking City Council authority to suspend competitive bidding and purchase the preferred BWC system solution through a comparable competitive procurement process. After a nationwide search of recent public procurement actions, staff identified a competitive bidding process and subsequent agreement between the City of Sunnyvale, California (Sunnyvale), and the Department's preferred solution provider, Taser (Attachment 2).

In October 2015 Sunnyvale began its competitive procurement process in a manner consistent with City policies and procedures, using a Request for Proposals (RFP). Sunnyvale determined that an RFP was the appropriate method of procurement given the specific functionality needs that supersede cost consideration in the selection of a BWC solution (e.g., battery life, mounting options, digital evidence security, vehicle integration, camera usability and evidence management). Similar to the SPD, Sunnyvale conducted evaluations of several different BWC solutions and concluded that Taser was the most responsive to the specifications of the RFP and most successful in meeting its operational needs.

Deployment

Staff evaluated several different BWC deployment models and considered each for factors such as chain of custody, frequency and nature of public interactions, all staff response to large scale incidents, staffing schedules, and equipment accountability and management. This evaluation determined that a purchase of 750 cameras would be necessary to ensure that all sworn staff were issued both a camera and docking station. A pool of 50 cameras was recommended to ensure that reserve officers and community service officers, with less frequent field assignments, would have access to this equipment as well. In addition, 70 training cameras were recommended to train future officers in the proper use of this

technology and 20 spares were recommended to quickly replace cameras that were damaged and no longer operational.

Deployment Schedule

If Council approves the recommendations of this report, staff expects to begin deployment by March 2017. All remaining cameras will be deployed by September 2017.

Policy

Because a portion of the initial purchase will be completed with federal grant funds, the SPD was required to develop a BWC policy for review by the grantor's Training and Technical Assistance team (TTA) to confirm whether the grantee's policy addressed specific issues such as technology use, evidence acquisition, data storage and retention, privacy issues, accountability, discipline, and local and/or state legislation. In consideration of the TTA's recommended policy issues, the SPD collaborated with a variety of stakeholders in its development (e.g., Office of the City Attorney, Sacramento District Attorney's Office, WEAVE Inc., Sacramento Police Officers' Association, SPD Investigations and local community groups, hospitals and school districts). The subsequent policy was approved by the TTA in April 2016 and implemented in September 2016

(<https://www.cityofsacramento.org/Police/Transparency/General-Orders>, General Order 525.07). The Police Department will conduct internal audits bi-annually in accordance with General Orders 340.02 and 525.07. These audits will verify that all digital recordings are properly indexed and recorded in compliance with department policy. Evidentiary BWC recordings will be kept in accordance with the crime classification and in compliance with the City's records management policy and retention schedule, whereas non-evidentiary video will be retained for a minimum of 18 months from the recording date.

Financial Considerations: The total not-to-exceed amount for the five-year agreement with Taser is \$3,965,628. Through the bundling of equipment, software, licensing and storage services the City realized a 26 percent discount (approximately \$1.4 million) over the five-year term of the agreement.

There are adequate federal grant and Measure U resources to fund the initial purchase of Taser equipment (\$578,501) during FY2016/17. In FY2017/18, available federal grant and Measure U resources total \$365,073; however estimated total project costs are approximately \$1.2 million, inclusive of Year 2 of the Taser agreement (\$912,695), infrastructure improvements (\$105,000), and technology support staff (\$223,079), requiring an additional \$875,701 to finalize implementation. In addition, estimated annual ongoing expenses are \$1 million, consisting of Taser digital evidence storage, software licenses, assurance plans (\$821,811) and technology support staff (\$223,079). The additional funds necessary to fully implement the program on an ongoing basis will be evaluated as part of the annual budget

process. Staff will evaluate equipment requirements and data usage on a regular basis and adjust plans accordingly. Indirect cost considerations include the time used by officers to review and process the digital evidence as well as by staff to manage the redaction and release of video. However, these costs are difficult to predict given that the project is in its initial phases. All indirect costs will be tracked and evaluated annually.

Following is a summary of available BWC funding and projected expenses.

Project Funding	FY17	FY18	Ongoing Annual (FY19 – FY21)
Federal Grant (G11014500 – Body Worn Camera Pilot Implementation Program)	559,683	40,073	To Be Determined
Measure U (FY17 - I80110500/FY18 – To Be Determined)	535,000	325,000	To Be Determined
Total Available Project Funds	1,094,683	365,073	-
<i>Taser (Cameras, Mounting Brackets, Docking Stations, Digital Evidence Storage and Implementation and Training Services) *</i>	<i>\$578,501</i>	<i>\$912,695</i>	<i>\$821,811</i>
Infrastructure (Cabling, Switches, and Vehicle Integration)	446,450	105,000	-
Information Technology and Program Support (2.00 Information Technology Specialist FTE, 1.0 Sr. Systems Engineer FTE (10% of workload) and Required Grant Training)	69,732	223,079	223,079
Total Project Expenditures	\$1,094,683	\$1,240,774	\$1,044,890
Additional Project Funding Required	\$0	\$875,701	\$1,044,890

**The term of the Taser agreement will extend through February 2022. The final payment is scheduled for February 2021 (FY 2020/21) with services provided through February 2022 (FY 2021/22). If sufficient funds are not available in future years, the City may terminate the agreement.*

Local Business Enterprise (LBE): This project is partially funded by a federal grant, therefore LBE participation requirements are not applicable.



City of Sunnyvale

Agenda Item

16-0488

Agenda Date: 6/14/2016

REPORT TO COUNCIL

SUBJECT

Award of Contract for a Body-worn Camera Solution (F16-44)

REPORT IN BRIEF

Approval is requested to award a five-year contract to Taser International, Inc. of Scottsdale, AZ in the amount of \$1,496,956 (\$1,378,095 plus sales tax in the amount of \$118,861), to provide a body worn camera (BWC) solution, including software, unlimited digital evidence storage, and conducted electrical weapons (CEWs) otherwise known as Tasers.

EXISTING POLICY

Pursuant to Chapter 2.08 of the Sunnyvale Municipal Code, the purchase of body-worn cameras and the associated data storage was solicited through a Request for Proposals (RFP) process. Contracts resulting from RFPs are awarded on best value to the City rather than the lowest bid price, as in the case of an Invitation for Bids (IFB).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonable foreseeable indirect physical change in the environment.

BACKGROUND AND DISCUSSION

A body worn camera (BWC) is a small, lightweight camera worn on an officer's uniform, capable of capturing video from the officer's perspective. BWCs are becoming standard throughout law enforcement and their use is supported by the International Association of Chiefs of Police and the California Police Chiefs Association. The video and audio documentation of incidents provided by BWCs may assist both in the prosecution of criminal cases and in proving/disproving alleged policy and/or law violations by staff. The cameras will be used by all officers and supervisors.

On May 21, 2015, the DPS Body Worn Cameras Project was presented at the Budget Workshop for FY 2015/16 and approved for funding in the FY 2015/16 Budget. After budget approval, staff developed the specifications for a Request for Proposals (RFP). In developing the RFP, Public Safety and Information Technology staff sought a solution that would capture video and store the recorded video. Proposers were also asked to address storage of digital evidence from sources such as photos or other forms of media. Request for Proposals No. F16-44 was issued on October 19, 2015 and directly distributed to six potential proposers, as well as being posted on the City's website. On November 11, 2015, eight proposals were received.

Proposals were evaluated by a committee including members of the Departments of Public Safety

and Information Technology. Proposals were evaluated on camera functionality, storage system capability, proposer qualifications and experience, and overall cost/value to the City. Based on their written submittals, three proposers were selected to present demonstrations to the evaluation team onsite.

The RFP was structured to solicit five-year costs for the proposed cameras and storage solution, including all required services, installation, training, and annual maintenance fees.

Proposer	5-Year Cost
Viewu, LLC	\$ 821,774
Taser International, Inc.	\$1,274,595
Coban Technologies, Inc.	\$2,402,660

The solution option offered by Viewu, LLC included 60 GB of storage per camera with additional costs for overages; Taser International, Inc. and Coban Technologies, Inc. offered unlimited storage. Evidence will be stored in accordance with the City retention schedule related to digital media and are required to be maintained for no less than one year. Any evidence identified as part of an active investigation or identified as critical evidence would be held through adjudication or required statute of limitations. Therefore, the unlimited storage option provides the most viable option for the City. This included an additional nine terabytes of storage for other digital media storage which would allow DPS flexibility to utilize electronic submittal to the District Attorney's office thus reducing labor efforts from current filing practices.

As part of proposal evaluation and prior to demonstrations, staff determined that the cameras' battery life offered by Coban Technologies was less than eight hours, which is insufficient capability for the eleven hour patrol shift.

Therefore, Viewu and Taser International were invited to participate in a six-week field test of their solutions. Body-worn cameras were distributed to twelve officers, each of whom used one proposer's equipment and storage solution for three weeks, and then switched to the other proposer's equipment. The battery life of the Viewu camera was insufficient for a full patrol shift typically lasting less than nine hours, while the Taser battery lasted throughout the shift. Officers also found the Taser camera and software easier to use than Viewu. Based on the evaluation of the written proposals and the results of the field test, the evaluation committee concluded that DPS' needs would be best met by Taser International, Inc.

In parallel to the procurement process, the Department of Public Safety (DPS) and Human Resources met and conferred with the Public Safety Officers Association (PSOA) on creation of an interim policy for the trial program. At the conclusion of the trial, a review of the policy was conducted where DPS and PSOA agreed to a formal policy. As best practices or industry standards change, both the City and PSOA will continue to meet and confer on acceptable policy modifications.

FISCAL IMPACT

Following the evaluation processes and the City's selection of the Taser International body-worn

camera solution, staff negotiated an “Unlimited Plan” which included a full warranty on the camera equipment, unlimited storage and replacement of the cameras at the 2.5 and 5-year points. The cost for the Unlimited Plan was \$79 per officer per month for 225 officers. The total five-year pricing for equipment and service was \$1,384,400.

As negotiations were wrapping up, Taser offered a combined “Officer Service Plan” (OSP) which bundled the body-worn cameras with new CEWs carrying a full warranty and replacement at 5 years for an additional \$20 per officer per month to \$99. The Taser offer included a one-time \$90,000 equipment purchase discount.

Although bundling the CEWs was not part of the initial RFP, the offer provides a unique opportunity to replace units not currently under warranty (which now must be individually repaired or replaced as problems occur and are due for replacement in FY 2017/18). Staff recommends consolidating the purchase of the body-worn cameras and CEWs due to the overall value of the Taser offer. The total cost of the five-year contract, including equipment and service, is \$1,496,956, and is within budgeted amounts.

The budget established for the BWCs in Project 831660 allotted a total of \$5,543,085 for twenty years, or \$1,240,808 for five years. The CEW budget is listed at \$235,200 in FY 2017/18 for replacement of 210 existing devices, without warranty or additional devices. Fifteen additional devices will be needed for increases in staffing and for trainees. The OSP will provide 210 replacement and 15 new devices as well as full warranty. The CEW portion of the solution will be partially paid for with Asset Forfeiture funds. The balance is budgeted in DPS’ Equipment Replacement Fund 020901 which is funded from the General Fund.

Funding Source

Public Safety Equipment is funded by the City’s General Fund. Asset Forfeiture funds are one-time revenues received through drug and law enforcement activity as allowed by State and Federal asset forfeiture guidelines and are restricted to use for law enforcement purposes. A portion of the CEW replacement is funded by Asset Forfeiture funds with the remainder coming from the General Fund. Future CEW and BWC replacements will be funded from the General Fund.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City’s website.

RECOMMENDATION

Award and authorize the City Manager to execute a five-year contract with Taser International, Inc. in the amount of \$1,496,956 in substantially the same form as Attachment 1 to the report, to provide a body worn camera solution including software, unlimited digital evidence storage, and conducted electrical weapons.

Prepared by: Pete Gonda, Purchasing Officer

Reviewed by: Timothy J. Kirby, Director of Finance

Reviewed by: David Jensen, Director of Information Technology

Reviewed by: Frank Grgurina, Chief, Public Safety

Reviewed by: Walter C. Rossmann, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Master Services and Purchasing Agreement



CITY OF SUNNYVALE, CALIFORNIA

REQUEST FOR PROPOSALS NO. F16-44

FOR A

BODY-WORN CAMERA SOLUTION

ISSUED:

October 19, 2015

PROPOSALS DUE:

Wednesday, November 11, 2015 by 3:00 PM

AT THE OFFICE OF THE PURCHASING DIVISION

**City Hall Annex
650 West Olive Avenue
Sunnyvale, California 94086**

Contact Person during Proposal Period:

Noel Dietz, CPPB

Purchasing Division

(408) 730-7399

ndietz@sunnyvale.ca.gov

RECOMMENDED PRE-PROPOSAL CONFERENCE

Tuesday, October 27, 2015

1:30 PM

**West Conference Room
Sunnyvale City Hall
456 West Olive Avenue
Sunnyvale, CA 94086**

City of Sunnyvale**BODY-WORN CAMERA SOLUTION**

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SECTION I. PROJECT DESCRIPTION

A. INVITATION

The City of Sunnyvale (City) invites qualified firms to submit written proposals to provide and install a body-worn camera solution for the Department of Public Safety.

B. BACKGROUND

The Department of Public Safety seeks a body-worn camera (BWC) and storage solution, capable of capturing video from an officer's perspective and storing the recorded video on a secure hosted website or through secure local storage. The use of BWCs is supported by the International Association of Chiefs of Police and the California Police Chiefs Association. The cameras will be used by all officers and supervisors.

The City of Sunnyvale operates under a fully-integrated public safety model. Public Safety Officers are cross-trained as both police officers and firefighters/emergency medical technicians (EMTs), allowing the department to provide police, fire, and emergency medical services to the community. Generally, Public Safety Officers are assigned to either Fire Services or Police Services for a team year however there are times when it is necessary to change an Officer's assignment mid-year, moving the Officer from Police Services to Fire Services or vice versa. It is also likely for an Officer assigned to the Fire Services Division to work a Patrol overtime shift or for an Officer currently assigned to Patrol to work overtime within the Fire Services Division.

The City anticipates assigning 218 cameras to police officers, and purchasing an additional 7 units for spares and/or growth for a total of 225 cameras and associated mounting options and charging docks. The proposed solution should include multi-unit docking stations for charging. The unique nature of the Sunnyvale fully-integrated public safety model means that not all deployed devices will be active on the system, based upon assignments. Proposed storage solutions should incorporate consideration of a large number of potentially dormant devices.

C. PURPOSE OF RFP

The purpose of this Request for Proposals (RFP) is to identify and select a vendor that offers a complete solution, including, but not limited to, all hardware, peripherals, associated cabling and devices, and software to implement the body-worn digital camera and storage solution. The vendor must demonstrate experience in designing and maintaining body-worn cameras and backend server solutions.

The City is also evaluating the consolidation of multiple storage solutions for digital evidence. Responding vendors should provide an explanation of how they can assist with managing these disparate systems. Vendors should describe the ability to receive multiple file types or media into their storage proposal, if applicable, and identify the file types that can be stored.

Currently deployed systems for consideration:

L3 Communications – In-car Audio/Video Recorders

Personal Digital Audio Recorders – Stored on DVD and booked as evidence

DataWorks Plus – Used for management of digital photo evidence

D. CITY'S TECHNICAL ENVIRONMENT

The City's Information Technology Department manages a Wide Area Network (WAN) with a gigabit VLAN Ethernet backbone for the Local Area Network (LAN) at the City Hall campus with T-1 circuits to all remote sites such as the Fire Stations, Columbia Neighborhood Center, Golf Courses and OPTEMAN 50MB Service for the Water Pollution Control Plant, Sunnyvale Materials Recovery and Transfer Station and the Community Center Complex. The City is connected to the Internet using a symmetric 150MB connection provided by Level 3.

The City has standardized on the following equipment: Cisco network components, Windows Servers (2000, 2003 and 2008 R2), Dell desktops with Microsoft operating systems (currently Windows 7), Microsoft Office (currently Office 2010), and HP printers. The City operates a mix of Microsoft Windows server operating systems and uses Google Apps for Government as the City's email and calendaring system, with Outlook as an optional email client.

The City has standardized on the following RDBMS: SQL Server 2008 R2 (primary). Oracle 10 and 11 (both Windows and Unix) is also still in use by some older applications. The City's primary development environment is Microsoft .NET and SQL Server for both web and desktop applications. The primary reporting tools are MS Report Builder and MS SQL Server Reporting Service (SSRS), as well as SAP Crystal Reports.

The City's infrastructure environment also consists of virtual machines running on Dell blade servers, Dell rack mounted servers, two NetApp SAN storage cabinets and an automated tape library backup system. Database and system backup for all production virtual machines and Department Shares are performed by copying files from one SAN into another and then copied to tape for offsite storage.

SECTION II. PROPOSAL CONTENT

A. GENERAL INSTRUCTIONS

All of the pages included in Appendix A, Proposer Response Pages, shall be completed and submitted as part of the proposal. ***Failure to fully, accurately, and legibly complete the required forms may result in proposal rejection.***

Proposer's completed Appendix B, Requirements, shall be incorporated into a subsequent contract with the successful Proposer. Accordingly, the Proposer's responses are a critically important part of a legally binding agreement concerning the capabilities of the proposed BWC solution.

To assure that misrepresentation of the proposed system does not occur, ***Proposer should seek clarification of any requirements that it does not fully understand.*** Misunderstandings resulting in an improper response to Appendix A or B will not be considered a valid reason to fail to supply all features indicated to exist by the Proposer. To be considered, proposals shall follow the format outlined in this section.

Each proposal shall consist of the following sections:

- 1) Proposer Checklist (Appendix A, Form 1)
- 2) Proposer Background Information (Appendix A, Form 2)
- 3) Signature Page (Appendix A, Form 3)
- 4) Cover Letter and Description of the BWC solution

- 5) Implementation Approach
- 6) Ongoing Support and Hosting Services
- 7) Pricing Pages (Appendix A, Form 4)
- 8) Application Software Specifications (Appendix B)

B. REQUIRED PROPOSAL FORMAT

1. Proposer Checklist (Appendix A, Form 1)
This checklist has been provided to assist Proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.
2. Proposer Background Information (Appendix A, Form 2)
All pages in this section must be completed and submitted on the form provided or its copy. Failure to fully, accurately, and legibly complete the form may result in proposal rejection.
3. Signature Page (Appendix A, Form 3)
An individual authorized to legally bind the Proposer shall sign the proposal.
4. Cover Letter and Description of the BWC Solution
The cover letter, not to exceed two pages, should be on company letterhead and should designate a primary point of contact. The letter should summarize key elements of the proposal, and provide a concise synopsis of vendor's proposal and credentials to deliver the solution sought under the RFP. In addition, it should provide a concise description of the proposed BWC solution, an explanation of how the proposed solution will differentiate itself from other vendor solutions, and the reasons the City should select the proposed solution. This may include a list of the unique features that give the vendor a competitive edge with camera functionality/features and storage.
5. Implementation Approach
In this section the vendor should address the following:
 - a) Project Management Team: Provide a project organization chart highlighting the key staff who will be assigned to accomplish the work required by this RFP. Illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable. Provide brief bios for the project manager and assigned key project personnel.
 - b) Implementation Methodology and Project Schedule: Describe the implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the firm will employ. Provide a project schedule that includes all tasks, deliverables, milestones, go-live date and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.
 - c) Roles and Responsibilities: Describe the roles and responsibilities of both the City and vendor staff during each phase of implementation. In addition, provide an estimated level of effort for the City staff during implementation.
 - d) User Acceptance Testing: Describe the user acceptance testing methodology, timing and criteria for success. Also, outline the responsibilities of the City staff during user acceptance testing.

- e) Training: Propose a training strategy/plan that includes current and future Public Safety Officers and Information Technology staff in use of the BWCs and storage solution.

6. Ongoing Software Support and Hosting Services

In this section the Proposer should address the following:

- a) Describe ongoing support processes and procedures. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.
- b) Describe software release/update frequency, notifications and procedures, including handling all changes to production hardware/software to minimize disruption.
- c) Describe the proposed hosting services, if applicable, and associated ongoing service level commitments that ensure a high performing and available website.
- d) Discuss the Proposer's approach for advancing the proposed solution and ensuring the solution remains current to evolving technologies and standards.
- e) Attach the Software Maintenance & Support agreement for the proposed solution.

7. Pricing Pages (Appendix A, Form 4)

The City is seeking a clear and comprehensive understanding of all costs associated with the proposed body-worn cameras and storage solution. Proposer shall itemize the cost to the City for all system components or modules and shall include all required services, installation, manuals, documentation, training-related expenses and materials to be provided in connection with the proposed system. A narrative may be attached to clarify any cost data submitted. This form shall be submitted in a separate, sealed envelope.

Proposer's costs for proposal preparation, and insurance, and shipping and handling shall not be included on the Cost Sheets. These costs are the Proposer's responsibility.

8. Solution Requirements (Appendix B)

Appendix B contains the Solution Requirements for the Body-Worn Camera Solution. Additional narrative information should be included where appropriate and where specifically requested. Proposer may attach separate sheet(s) if necessary. If separate sheets are attached, Proposer shall restate the text of the specification and provide the response immediately following it. City staff will use the information provided by each Proposer to evaluate the suitability of the application to meet the City's needs.

SECTION III. PROPOSAL EVALUATION PROCESS

A. EVALUATION, DEMONSTRATION AND SITE VISITS

A committee representing the departments of Public Safety and Information Technology will evaluate the proposals by assigning points based upon the following criteria:

Evaluation Criteria		Possible Points
1.	Camera Functionality	40
2.	Storage System Capability	25
3.	Proposer Qualifications and Experience	10
4.	Overall Proposal Cost/Value	25
	Total	100

The City reserves the right to reject as non-responsive any proposal that does not meet the material requirements of the Request for Proposals.

Evaluation of the written proposals is expected to be completed within four (4) weeks after the date and time set for receipt. Following written proposal evaluation, the City will request product demonstrations by the top ranking proposers, to be held at Sunnyvale Public Safety Headquarters. The demonstration will be used to validate the overall solution functionality and suitability to the City's needs. On-site visits by City evaluation team members to locations where a similar solution has been implemented may be conducted. Proposer representative(s) attending any site visits with City staff shall be technically qualified to respond to questions related to the proposal submitted. The City will deduct points from those assigned to a Proposer based upon its written proposal should product functionality, as demonstrated, differ from that described in its written proposal.

One or more vendors will be selected for a field test. Selected vendor(s) will be required to ship a minimum of four (4) cameras to the Department of Public Safety (DPS) for testing. DPS will have an opportunity to test the cameras for a minimum of thirty (30) days. All shipping, handling, and insurance costs will be the responsibility of the vendor. During the testing period, the City will evaluate proposed camera solutions and assess solutions in static and fluid environments based on the following:

1. Ease of camera use
2. Camera functionality/operation of the camera/video quality
3. Camera ruggedness/security of attachment
4. Video download capability
5. Ease of access to recorded video
6. Ease of access to storage system
7. Data distribution capability
8. Account administration
9. Ease of access and security rights

The proposal with the lowest price will not necessarily be selected. The City will select the proposal that provides the best value to the City. Contract negotiations will take place following completion of the evaluation of the written proposals, product demonstrations, site visits, and field testing.

SECTION IV. PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSER INQUIRIES

All questions or comments concerning the requirements of this RFP shall be made in writing. Any questions regarding the proposal process and/or City requirements should be directed to:

Noel Dietz	(408) 730-7710	FAX
City of Sunnyvale	(408) 730-7399	VOICE
650 West Olive Avenue	ndietz@sunnyvale.ca.ov	
P.O. Box 3707		
Sunnyvale, CA 94088-3707		

B. SUBMISSION OF PROPOSALS – DUE WEDNESDAY, NOVEMBER 11, 2015

Proposer shall submit a written proposal, which presents the Proposer's qualifications and understanding of the work to be performed. The proposal information should be prepared simply and economically and should provide all the information that is considered to be pertinent to its qualifications to the project and responds to the Solution Requirements (Appendix B) and Evaluation Criteria (Section III) listed herein. Emphasis should be placed on completeness of solution offered and clarity of content. Proposal narratives should be written as concisely as possible with a minimum 12 pt. font size.

Proposer shall prepare and submit an original plus five (5) hard copies and one electronic copy (CD or USB) of the proposal. Proposals shall be submitted in a sealed envelope clearly marked **Request for Proposals No. F16-44** and must be submitted by **3:00 PM, Wednesday, November 11, 2015** to:

Purchasing Division
City Hall Annex
650 West Olive Avenue
Sunnyvale, CA 94086

Proposals will not be accepted via fax or e-mail.

Time is of the essence, and any proposal received after the announced time and date for submittal cannot be considered. It is the sole responsibility of the Proposer to ensure that its proposal is received by purchasing personnel before the deadline. Proposals received after the announced time and date of receipt by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the City from requesting additional information at any time during the proposal evaluation.

Any proposal submitted shall include a Signature Sheet (see Appendix A, Form 3) that has been signed by an individual authorized to bind the Proposer. Proposals submitted without such signature may be deemed non-responsive.

Appendix A, Form 4, Pricing Pages shall be submitted in a separate, sealed envelope.

C. PRE-PROPOSAL CONFERENCE – TUESDAY, OCTOBER 27, 2015

A pre-proposal conference will be held at 1:30 PM on Tuesday, October 27, 2015, in the West Conference Room, City Hall, 456 West Olive Avenue, Sunnyvale, CA 94086. The purpose of the conference will be to discuss City requirements and to answer any questions regarding scope which may arise. If necessary, an Addendum will be prepared and distributed following the meeting. Attendance is not mandatory, but is highly recommended.

D. COST OF PREPARATION OF PROPOSAL

The City will not pay costs incurred by the Proposer in the proposal preparation, printing, demonstration, or negotiation process. All such costs shall be borne by the Proposer. The City will, however, be responsible for all costs of City employees associated with needed demonstrations and site visits.

E. NOTIFICATION OF WITHDRAWAL OF PROPOSAL

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the Proposer by formal written notice. Proposals submitted will become the property of the City of Sunnyvale after the proposal submission deadline.

F. RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer and submitted as part of the proposal shall become the property of the City of Sunnyvale upon receipt by the City.

G. RIGHT OF THE CITY TO REJECT PROPOSALS

The City reserves the right to reject any and all proposals or any part of any proposal, to waive minor defect or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

H. EXCEPTIONS TO THE RFP

Exceptions to the RFP specifications, terms and conditions shall be clearly stated in the proposal.

I. CONFIDENTIALITY OF DOCUMENTS

All proposals shall be deemed public documents at the time of contract award to the successful Proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information should be labeled "Proprietary" and accompanied by a request that the information be returned to the Proposer by the City. Any Proposer that includes a blanket statement of limitation, which would prohibit or limit public inspection, may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.

J. CONTACT WITH CITY EMPLOYEES

All questions related to the RFP process shall be addressed directly to the Contact Person named on the cover sheet of this RFP. Contact with other City employees during the proposal process is expressly prohibited without prior consent of the City's Contact Person. Proposers who directly contact City employees risk elimination of their proposals from consideration.

K. NON-COLLUSION CERTIFICATION

By submitting a proposal, the Proposer is certifying that he/she has not directly or indirectly been collusive with any other Proposer in the preparation and submission of the proposal.

If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said person, firm or corporation shall be liable to the City for all loss or damage which the City

may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract for the work, service, or materials. In addition, at the discretion of the City, the collusive contractor may be disqualified from bidding on City contracts for a period not to exceed five (5) years.

L. SUNNYVALE BUSINESS LICENSE

The successful Proposer must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.

M. WRITTEN AGREEMENT

The selected Proposer will be required to enter into a written agreement with the City of Sunnyvale under which the Proposer will undertake the obligations described in this section. (See Attachment, Sample Consultant Services Agreement.) The RFP and the proposal submitted in response to this RFP will be included as part of the final written agreement. ***Exceptions to the City's contractual terms and conditions must be identified in writing as part of the proposal response. If no exceptions are noted, the proposer waives its right to make changes to the City's agreement.***

N. SINGLE VENDOR RESPONSIBILITY

The intent of this RFP is to allow any qualified proposer to submit a proposal as a prime contractor. Use of subcontractors is permissible as long as the prime contractor accepts the responsibility for total project implementation and installation. The City shall have the right to approve or disapprove subcontractors prior to award of contract.

O. WARRANTY

The successful Proposer shall promptly notify the City of any defects or malfunctions in the BWC hardware or software system about which it learns from any source and shall promptly correct any defects and malfunctions discovered during the five-year contract period, without additional charge.

All costs for analyzing, fixing, testing and implementing corrections to defects identified during the five-year contract period shall be borne solely by the successful Proposer. This includes, but is not limited to, labor costs, computer charges, diagnostic equipment, software, travel expenses or other items needed to complete the correction. Proposer shall not in any way delay correcting a problem due to the cost of such correction. All corrections made during the contract period shall be considered an integral part of the system and shall, therefore, be available under the normal license agreement at no additional charge.

The successful Proposer shall provide to the City, at no additional charge, copies of the system documentation revised to reflect any enhancements or corrections made by Proposer during the contract period. Such enhancements or corrections shall include, without limitation, modifications to the system to increase the speed, efficiency or ease of operation of the system, or to add capabilities to or otherwise improve the system functions.

On the Pricing Pages, Proposer shall list the ongoing annual software system maintenance and support for the full five-year period. Proposer may offer extended warranties or equipment upgrades. However, Proposer is expected to show all alternatives based on supporting the BWC equipment, hardware, and software for the five-year period.

P. AWARD OF CONTRACT AND PERFORMANCE

Delivery of hardware and installation of software for an on-premises solution, or provisioning of the solution on the hosting site, may proceed only after being approved by the City of Sunnyvale and upon the Proposer receiving notice of such approval. The dollar value of the proposed award may require approval of the Sunnyvale City Council.

Q. DELIVERY, START-UP AND ACCEPTANCE TESTING

Within a mutually agreed upon number of days after contract execution, Proposer shall either provision the solution on the designated hosting site, or shall install the solution at the City, shall deliver the BWCs and all accessories, and shall complete all start-up procedures, including training.

The Proposer shall propose an acceptance test plan that demonstrates and verifies the following:

1. All components have been supplied and installed in accordance with this RFP and the contract requirements.
2. The solution and all of its components perform in compliance with the contract requirements, all features are operational, and the solution is ready for operational usage.

The City will have thirty (30) days after installation and training to test the complete solution. Any failure will be fully documented, resolved and retested for an additional thirty (30) day period. Acceptance test results shall be documented and certified by the selected Proposer and signed off by the City's representative.

R. PAYMENT

The City will require a payment schedule based on defined and measurable deliverables, which will be negotiated with the selected Proposer. Under no circumstances will payment be made in advance of work performed. Proposals that include front-loaded costs will receive a reduction in points awarded for the Overall Proposal Cost/Value evaluation criterion.

The City will pay for products or services on a net 30 basis from date of receipt of the invoice or acceptance of the product or service by City, whichever occurs last. Acceptance procedures are listed in Section IV, Paragraph Q, above.

APPENDIX A
FORM 1, Page 1 of 1
PROPOSER RESPONSE PAGES
PROPOSER CHECKLIST

This checklist has been provided to assist Proposer in complying with RFP requirements. All items listed must be included with the proposal. To assist in proposal evaluation, Proposer shall cross-reference the required item with the applicable page in the proposal.

Proposer shall check off each item as it is assembled into the proposal, enter the page number where the item can be found in the proposal, detach the checklist from the RFP and submit it as part of the proposal.

ITEM	FORMAT	Proposal PAGE NO.
_____ Original +5 hard copies and one electronic copy of proposal	As specified in RFP	_____
_____ Proposer Checklist	Appendix A, Form 1	_____
_____ Proposer Background Information	Appendix A, Form 2	_____
_____ Signature Page	Appendix A, Form 3	_____
_____ Cover Letter and Description of the Proposed Content Management System	Narrative	_____
_____ Implementation Approach	Narrative	_____
_____ Ongoing Support and Hosting Services	Narrative	_____
_____ Pricing Pages, Appendix A, Form 4	IN A SEPARATE ENVELOPE	_____
_____ Requirements	Appendix B	_____
_____ List of Exceptions (if applicable)	Attachment	_____

**APPENDIX A
FORM 2, Page 1 of 3**

**PROPOSER RESPONSE PAGES
PROPOSER BACKGROUND INFORMATION**

A. Company Information

Company Name: _____

Local Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Headquarters: _____

Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Contact Person: _____

Title: _____

Location: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

E-mail Address: _____

B. Company Background

1. How many years has the company actively participated in supplying and installing solutions similar to the Body-worn Camera Solution specified in this RFP? _____ Years

2. Location of office from which service will be provided to the City of Sunnyvale. _____

3. How many years has the office which will service the City been open? _____ Years

4. How many employees does the company have?
 a. Nationwide: _____ Employees
 b. Office serving the City: _____ Employees
 c. Technical personnel in office serving City: _____ Employees
 d. Total number of clients currently supported by office that will serve the City: _____ Clients

APPENDIX A
FORM 2, Page 2 of 3
PROPOSER RESPONSE PAGES
PROPOSER BACKGROUND INFORMATION
C. References

Complete the following information for a minimum of two (2) California municipal governments for which Proposer has installed a comparable Body-worn Camera Solution during the past two (2) years. Proposer's role in the installations must have been either a prime contractor or the sole service provider. The City reserves the right to contact references other than, and/or in addition to, those provided by Proposer.

REFERENCE 1

Name of Organization:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
Approximate City (Agency) Population:	
Brief description of work performed for this customer:	
Period of Performance:	From: To:

REFERENCE 2

Name of Organization:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
Approximate City (Agency) Population:	
Brief description of work performed for this customer:	
Period of Performance:	From: To:

APPENDIX A
FORM 2, Page 3 of 3

PROPOSER RESPONSE PAGES
PROPOSER BACKGROUND INFORMATION

C. References (continued)

ADDITIONAL REFERENCES

Name of Organization:	
Address:	
Contact Person:	
Title:	
Telephone Number:	
Approximate City (Agency) Population:	
Brief description of work performed for this customer::	
Period of Performance:	From: To:

**APPENDIX A
FORM 3, Page 1 of 1**

**PROPOSER RESPONSE PAGES
SIGNATURE PAGE**

PROPOSAL SUBMITTED BY:
COMPANY _____

ADDRESS _____

BY _____
(Signature of Authorized Representative)

(Print or Type Above Name and Title)

(Date)

(Telephone)

ADDENDUM RECEIPT

The receipt of the following addenda to the specifications, if issued, is hereby acknowledged:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Proposers shall itemize costs for the Body-worn Camera Solution on the following Pricing Pages.

I. Body-worn Cameras and Accessories

Items to be included:

- Body-worn Cameras
- All accessories required for operation
- Any additional costs related to products required to comply with the functional requirements listed in Appendix B

Note: Please attach additional pages as necessary.

Quantity	Product Number	Description	Unit Cost	Amount
225				

II. Software & Hardware for Secure Local Storage Option

Items to be included:

- Hardware and peripherals required for operation
- All modules for the Body-worn Camera Solution
- License costs for all systems' features and function
- Any additional costs related to products required to comply with the functional requirements listed in Appendix B
- Cost of any optional Application Programming Interface (API)
- All other software costs (describe)

Note: Please attach additional pages as necessary.

Quantity	Unit (Day, Hour, etc.)	Description	Unit Price	Total One-Time Purchase Cost
		TOTAL		

III. Software & Licensing for Secure Hosted Storage Option

Items to be included:

- All software for the Body-worn Camera solution
- License costs for all systems' features and function
- Any additional costs related to products required to comply with the functional requirements listed in Appendix B
- Cost of any optional Application Programming Interface (API)
- All other software costs (describe)

Note: Please attach additional pages as necessary.

Quantity	Unit (Day, Hour, etc.)	Description	Unit Price	Total One-Time Purchase Cost
TOTAL				

IV. Costs for Consolidated Storage Solution Option

Items to be included:

- All modules for the consolidated storage solution
- License costs for all systems' features and function
- Any additional costs related to products required to comply with the functional requirements listed in Appendix B
- Cost of any optional Application Programming Interface (API)
- All other software costs (describe)

Note: Please attach additional pages as necessary.

Quantity	Unit (Day, Hour, etc.)	Description	Unit Price	Total One-Time Purchase Cost
TOTAL				

APPENDIX A
FORM 4, Page 3 of 4

PROPOSER RESPONSE PAGES
PRICING PAGES

V. Provisioning, Training, Documentation and Other One-Time Costs

Items to be included:

- Proposer costs, including personnel, travel, etc.
- Staff training costs for system features and functions, including Proposer travel, etc.
- Other one-time costs not identified elsewhere

Note: Please attach additional pages as necessary.

Quantity	Unit (Day, Hour, etc.)	Description	Unit Price	Total One-Time Purchase Cost
		TOTAL		

APPENDIX A
FORM 4, Page 4 of 4
PROPOSER RESPONSE PAGES
PRICING PAGES
VI. Ongoing Costs - Maintenance and Support to be awarded under separate contract for a four year period following initial one year warranty.

Annual Hosting, Maintenance and Support

Annual Maintenance and Support

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

Total \$ _____
VII. Summary of Costs

	Description	One-Time Costs	Year 1 Costs	Years 2-5 Costs	Total One-Time and 5-Year Costs
I	Body-worn Cameras with accessories, 225 EA				\$
II	Local Storage Option				\$
III	Hosted Storage Option				\$
IV	Consolidated Storage Option				\$
V	Provisioning, Training, Documentation and Other Costs				\$
VI	Ongoing Costs				
	TOTALS	\$	\$	\$	\$

APPENDIX B**SOLUTION REQUIREMENTS****SOLUTION INFORMATION REQUIREMENTS**

For each numbered requirement included in this document, the Proposer should indicate the status of the requirement within the Proposer's solution by using a short explanation of Proposer's capabilities. Additional narrative information should be included where appropriate and where specifically requested. Proposer may attach separate sheet(s) if necessary. If separate sheets are attached, Proposer shall restate the text of the specification and provide the response immediately following it.

All questions must be answered (even if not available) to consider the response by the Proposer to be complete.

Item	Proposer Response
SYSTEM ARCHITECTURE (In-House Solution)	
Describe the components of the solution infrastructure.	
What are the minimum and recommended requirements for the server components (i.e. O/S, CPU, memory, disk space)?	
Can server components be installed on one server, or does each component require a separate machine?	
What communication ports are used between components?	
DATABASE (In-House Solution)	
Describe the database included with the server installation package.	
Does the application work with existing enterprise databases? If so, which databases are supported.	
SYSTEM REQUIREMENTS	
System shall provide an automated method of transfer to move files from the camera to storage system such as drop in docking station or wireless upload.	
System shall have docking and charging stations that allow multiple units to be connected simultaneously without the need for connecting cables or provide individual power supplies to each individual device for charging.	

Item	Proposer Response
System shall include client software playback with audit trail.	
Client software shall provide user authentication for viewing videos, with a username and password.	
Client software shall include multiple security levels for viewing and making copies of videos.	
The system administrator shall have the ability to set and control user access and rights.	
Client software shall operate under windows 7 professional 32 bit and 64 bit or later operating system, and IE8 and higher web browsers.	
The system shall allow the system administrator to control the length of retention of videos.	
There shall be various searches available for finding videos including by officer/user and date and time.	
The system shall allow multiple video files from the same event to be exported as a single session with multiple files for distribution.	
The system shall allow a method for marking files or identifying them by preset classifications.	
The storage solution shall have the ability to download video from multiple cameras simultaneously.	
The videos shall be indexed by officer name, and date and time.	
BODY CAMERA	
What are the minimum and maximum resolution?	
What are the minimum and maximum frames per second?	
Describe pre-event recording capability.	
Describe night mode capability for low light situations.	

Item	Proposer Response
Is there a "one touch" recording capability?	
What is the "stand-by" battery life?	
Describe rugged design (include certification)	
Describe minimum on-device storage? Can this be expanded with memory card?	
Describe silent mode operation capability.	
Are there any known conflicts with other applications and services?	
Describe how date and time is embedded in the recording.	
Is the proposed solution compatible with Windows 7 or above?	
Describe video compression scheme (i.e. MPEG, AVI, etc.)	
Does the solution have the ability to provide live-streaming video? If so, please describe.	
Does the solution have the capability of wireless video uploads to storage infrastructure? If so, please describe.	
Describe client software interface to upload video.	
Is the unit battery fixed or interchangeable?	
Is the body cam tamper proof? Are users able to modify or disable the cam?	
Does the officer wearing body cam have the ability to review the video?	
Does the solution have a customizable permission authority for access and review? If so, please describe.	
Does the solution have a chain of custody auditable tracking feature for device and video access? If so, please describe.	
Does the solution have single sign-on interface with active directory? If so, please describe.	

Item	Proposer Response
Provide detailed workflow for device and storage feature.	
SYSTEM MANAGEMENT	
Provide explanation of ability to edit, acquire still frames or utilize slow-motion.	
Please describe the reporting features of the system. How many reports are offered? What formats can reports be exported to? Can we create our own reports?	
Please describe video archiving feature.	
Describe how video can be retrieved from damaged device.	
CONSOLIDATION OF STORAGE SOLUTIONS	
Please describe the solution's ability to provide API for disparate systems for multiple file or media types.	
LICENSING AND MAINTENANCE	
What is the licensing cost per device/user per year?	
Are there any additional costs for server or reporting components?	
Describe the standard support agreement.	
What are the support operation hours?	
Provide minimum of 1 year warranty with options for extension up to 5 years including all support, maintenance and replacement.	
Provide explanation to sustain the program for no less than 5 years and up to 10 years, identifying all associated costs with the equipment and storage.	
Provide lifecycle of device and roadmap of features and enhancements.	

Item	Proposer Response
INSTALLATION AND CONFIGURATION	
Please describe installation and configuration of body cameras and storage.	
Please describe how would deploy the new antivirus solution to all clients (desktops, laptops, servers).	
Detail included and available training for initial train-the-trainer courses and technical set-up.	
OTHER	
Describe any other available options, features, or configurations, and associated cost if applicable.	



CITY OF SUNNYVALE

**Addendum No. 1 to
Request for Proposals No. F16-44**

BODY-WORN CAMERA SOLUTION

**Issued on
October 30, 2015**

Responses to the questions addressed at the pre-proposal conference and/or received via e-mail on October 27, 2015 are below.

QUESTION: Is there a requirement to have the BWC integrate with existing L3 in-car video?

ANSWER: Integration is not a requirement, but would be nice to have.

QUESTION: For the up to 10 years cost associated response, there is the probability that an estimated cost quotation will apply here. Will this be an approach that the city will be able to work with? (Reference Page 22, Appendix B, Licensing & Maintenance)

ANSWER: We are aware that technology changes and that quoting an exact cost for multiple versions of hardware will be difficult. We are asking for a budgetary estimate to prepare for the 5-10 year window and identify what is anticipated for the hardware life cycle. We do not want to purchase cameras and not have them obsolete in 3 years with no path to upgrade or replacement.

QUESTION: Is the city expecting the vendor to quote & supply an antivirus solution? (Reference Page 23, Appendix B, Installation & Configuration)

ANSWER: No, the City currently has an antivirus solution.

QUESTION: What is the number of body worn cameras deployed per shift?

ANSWER: 32 to 38 officers with cameras will be deployed per shift.

QUESTION: What is the estimated number of hours of body worn camera recording per shift?

ANSWER: The maximum estimated number of hours of recording per camera per shift is 5.5 hours. Shifts are normally 11 hours, but can extend to as long as 13.5 hours.

QUESTION: What is the number of days video will be retained?

ANSWER: Video is currently stored for one year, but the City is considering extending that to three years.

QUESTION: Will the body worn cameras be assigned to each officer or shared?

ANSWER: Each camera will be assigned to one officer.

QUESTION: How many station/locations for body worn camera video upload?

ANSWER: Video can be uploaded from headquarters or from the report-writing stations at any of the six fire stations.

QUESTION: What is the transmission rate between the fire stations and the civic center?

ANSWER: At present fire stations 1 and 3-6 have T1 lines, but we anticipate upgrading to 10 Mbps. Fire station 2 has 20 Mbps

QUESTION: Is the storage to be distributed or Centralized?

ANSWER: The City uses centralized enterprise storage.

Any additional questions must be submitted to ndietz@sunnyvale.ca.gov by 5:00 PM on Wednesday, November 4, 2015.

All other specifications, terms, and conditions remain unchanged.



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

Sacramento Police Dept. - CA

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Sacramento Police Dept. - CA , (**Agency, Party** or collectively **Parties**) having its principal place of business at street, Click here to enter text., state, zip code, is entered into as of March, 31, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-92368 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 Definitions.

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This

does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within

the 10 day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law. Notwithstanding the above, prior to shipment of each phase, the shipment of each phase the Agency may choose to receive Body 2 cameras or Flex 2 cameras at no additional cost, so long as the Agency provides TASER notice prior to shipment. The Agency shall give TASER as much notice as possible with any such requests.

7 **Warranties.**

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under

any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. TASER will pay for shipping charges both ways for all warranty returns.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 Product Warnings. See our website at www.TASER.com for the most current product warnings.

9 Design Changes. TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 IP Rights. TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.

13 IP Indemnification. TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim,

tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 **Termination.**

15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.

16.2 Excusable delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, 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.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com 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, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might

arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
 ATTN: Contracts
 17800 N. 85th Street
 Scottsdale, Arizona 85255
 contracts@taser.com


AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: 
 Name: Robert Driscoll
 Title: VP, sales & support ops
 Date: 2/13/17
 Address: 17800 N. 85th Street Scottsdale, AZ 85255

Sacramento Police Dept. - CA

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Address: Address, City, State, Zip Code

Attn: Contracts

Email: contracts@taser.com

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically

burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER

disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10** **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration
<p>Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included</p>
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using “admin” credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On site Assistance Included</p>
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss 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 products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.</p>
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

Post go live review session

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
2. **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
3. **Delivery of Services.**
 - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The 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 the Agency.
5. **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
6. **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of

the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. TASER will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

- 5.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

Axon Integration Services Appendix

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [EVIDENCE.com](#) services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the [EVIDENCE.com](#) services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in the Quote.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the [EVIDENCE.com](#) services at no additional charge as long as the Agency maintains [EVIDENCE.com](#) subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.
 - 4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3 **Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance.** TASER will present Agency with a completed Checklist (**Checklist**) certifying TASER's completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and will re-present the Checklist for the Agency's review. If TASER does not receive a written notification of the reasons for rejection of the Checklist, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

- 6 **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:
- 6.1 Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
 - 6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
 - 6.3 Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;
 - 6.5 Promptly installing and implementing any and all software updates provided by TASER;
 - 6.6 Ensuring that all appropriate data backups are performed;
 - 6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
 - 6.8 Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;
 - 6.9 Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).
- 7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER 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.
- 8 **Definitions.**
"Integration Services" means the professional services provided by us pursuant to this SOW.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Justin Risley
jrisley@pd.cityofsacramento.org

Quotation

Quote: Q-92368-10
Date: 2/8/2017 4:38 PM
Quote Expiration: 3/31/2017
Contract Start Date*: 3/1/2017
Contract Term: 5 years

AX Account Number:
304075

Bill To:
Sacramento Police Dept. - CA
3550 MARYSVILLE BLVD
Sacramento, CA 95838
US

Ship To:
Justin Risley
Sacramento Police Dept. - CA
5770 Freeport Boulevard
Suite 100
Sacramento, CA 95822
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Kapler	480-341-9539	ckapler@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Training cameras for use at the academy

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
70	74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
70	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
70	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
70	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
Training cameras for use at the academy Discount:				USD 27,930.00
Training cameras for use at the academy Net Amount Due:				USD 0.00

Year 1 - Phase 1 - Hardware & Evidence.com -
Due Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
300	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
300	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
300	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
200	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
200	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
25	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	USD 0.00	USD 0.00
25	74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	USD 0.00	USD 0.00
300	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 0.00	USD 0.00
300	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 10,800.00
300	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 284,400.00
12,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
2	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
230	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00
300	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00
27	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 0.00	USD 0.00
810	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
24	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 0.00	USD 0.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 1 - Phase 1 - Hardware & Evidence.com - Due Net 30 Discount:				USD 329,526.00
Year 1 - Phase 1 - Hardware & Evidence.com - Due Net 30 Net Amount Due:				USD 311,136.00

Spares

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
24	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
24	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
24	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
24	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
Spares Net Amount Due:				USD 0.00

Year 1 - Phase 2 - Hardware & Evidence.com -
Due May 2017

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
300	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
300	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
300	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
200	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
200	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
25	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	USD 0.00	USD 0.00
25	74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	USD 0.00	USD 0.00
300	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 0.00	USD 0.00
300	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 27.00	USD 8,100.00
300	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 711.00	USD 213,300.00
12,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
300	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1	85146	AXON 1-DAY SERVICE	USD 0.00	USD 0.00
Year 1 - Phase 2 - Hardware & Evidence.com - Due May 2017 Discount:				USD 236,900.00
Year 1 - Phase 2 - Hardware & Evidence.com - Due May 2017 Net Amount Due:				USD 221,400.00

Year 1 - Phase 3 - Hardware & Evidence.com -
Due August 2017

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
150	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
150	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
150	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
150	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
150	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
200	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 0.00	USD 0.00
200	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 18.00	USD 3,600.00
150	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 474.00	USD 71,100.00
6,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
200	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
50	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
50	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
50	74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	USD 0.00	USD 0.00
50	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
50	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 102.00	USD 5,100.00
1	85146	AXON 1-DAY SERVICE	USD 0.00	USD 0.00
50	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 90.00	USD 4,500.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 1 - Phase 3 - Hardware & Evidence.com - Due August 2017 Discount:				USD 149,600.00
Year 1 - Phase 3 - Hardware & Evidence.com - Due August 2017 Net Amount Due:				USD 84,300.00

Year 2

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
750	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 711,000.00
30,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
50	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 9,000.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
2	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
800	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
800	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 28,800.00
50	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,200.00
27	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 0.00	USD 0.00
810	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
24	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
			Year 2 Discount:	USD 160,956.00
			Year 2 Net Amount Due:	USD 759,936.00

Year 3

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
750	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 711,000.00
30,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
50	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 9,000.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
2	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
800	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
800	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 28,800.00
50	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,200.00
27	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 0.00	USD 0.00
810	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
24	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 0.00	USD 0.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
			Year 3 Discount:	USD 160,956.00
			Year 3 Net Amount Due:	USD 759,936.00

Year 4

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
750	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 711,000.00
30,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
50	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 9,000.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
2	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
800	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
800	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 28,800.00
50	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,200.00
27	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 0.00	USD 0.00
810	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
24	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 0.00	USD 0.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
			Year 4 Discount:	USD 160,956.00
			Year 4 Net Amount Due:	USD 759,936.00

Year 5

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
750	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 711,000.00
30,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
50	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 9,000.00
500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
2	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
800	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
50	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 10,200.00
800	85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	USD 36.00	USD 28,800.00
27	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 0.00	USD 0.00
810	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
24	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 0.00	USD 0.00
240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

Year 5 Discount:	USD 160,956.00
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Year 5 Net Amount Due:	USD 759,936.00
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Subtotal	USD 3,656,580.00
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Estimated Shipping & Handling Cost	USD 3,345.00
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Estimated Tax	USD 296,703.00
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Grand Total	USD 3,956,628.00
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Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Body 2 Shipping

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

The 70 cameras provided at no cost for use at the academy are for training purposes only and will not be covered under the Taser Assurance Plan.

Prior to shipment of each phase the Agency may choose to receive Body 2 cameras or Flex 2 cameras at no additional cost, so long as the Agency provides TASER notice prior to shipment. Agency shall give Contractor as much notice as possible with any such requests.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-92368-10

Please sign and email to Chad Kapler at ckapler@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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RESOLUTION NO. 2017-

Adopted by the Sacramento City Council

CONTRACT: BODY WORN CAMERA AND DIGITAL MEDIA STORAGE SOLUTION (TWO-THIRDS VOTE REQUIRED)

BACKGROUND

- A. The Fiscal Year (FY) 2016/17 Approved Budget included funding to develop and begin the implementation of a Body Worn Camera (BWC) program. Based on the evaluation of several different BWC systems, the solution provided by TASER International, Inc. (Taser) was ranked the highest overall based on key attributes identified by evaluation teams (i.e., full shift battery life, field of view, uniform mounting options, automatic pre-record ability, tamper resistance, cloud storage, data security, video and audio quality, hardware maintenance and replacement, ongoing support, vehicle integration, camera usability and evidence management system).
- B. When considering the administrative processes associated with procurement, staff recognized the time and effort necessary to prepare specifications, advertise, and evaluate. Staff determined that it was most efficient to mitigate the cost and time spent on these administrative processes by seeking City Council authority to suspend competitive bidding in accordance with City Code Section 3.56.230(C) and purchase the preferred BWC system solution through a comparable competitive procurement process.
- C. After a nationwide search of recent public procurement actions, staff identified a competitive bidding process and subsequent agreement between the City of Sunnyvale, California (Sunnyvale), and the Department's preferred solution provider, Taser.
- D. All BWC equipment and services, identified upon the completion of a department -wide needs assessment, have been incorporated into the recommended agreement with Taser. The terms of the agreement include a five-year time of performance for a not-to-exceed amount of \$3,956,628 with initial deployment phases of \$578,501 and \$912,695 during FY 2016/17 and FY 2017/18 and subsequent yearly costs of \$821,811 from FY2018/19 through FY 2020/21.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. It is in the City's best interest to suspend competitive bidding for the purchase of a body worn camera and digital media storage solution.
- Section 2. The City Manager or the City Manager's designee is authorized to enter into a contract with TASER International, Inc. (Taser) for the purchase of a body worn camera equipment and digital media storage solution based upon an agreement, awarded subsequent to a competitive bid process, between Taser and the City of Sunnyvale in an amount not to exceed \$3,956,628 and a term of five years ending February 2022.

Section 3. The City Manager or the City Manager's designee is authorized to execute the purchases specified in the contract provided that sufficient funds are available in the budget adopted for the applicable fiscal year.