

**CITY OF PEORIA
CONTRACT**

10-21

This agreement, made and entered into this 15th day of October A.D., 2021 by and between the City of Peoria, a municipal corporation, party of the first part, and Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, AZ 85255, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Axon Enterprise Inc will provide and install audio/video (A/V) recording equipment, installation, (cloud) storage solution and maintenance services for law enforcement interview rooms in accordance with the standards and specifications attached.

The contract will begin October 15, 2021 and end October 31, 2026.

THE CITY OF PEORIA

By *[Signature]*
City Manager

**PARTY OF THE SECOND PART
Axon Enterprise, Inc**

(Name of individual, firm, or corporation)

By *[Signature]*
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By *[Signature]*
(Kyle Cratty)

APPROVED LEGAL DEPARTMENT

By *[Signature]*
(Chrissie Kapustka)

APPROVED USING DEPARTMENT

By *[Signature]*
(Eric Echevarria)

ATTEST:

[Signature]
CITY CLERK



Legislation Text

File #: 21-310, Version: 1

ACTION REQUESTED:

Communication from the City Manager and Chief of Police with a Request for the Following:

- A. APPROVE a Five (5) Year AGREEMENT with AXON ENTERPRISES, INC., for the PURCHASE of an Interview Room Solution for Ten (10) Police Department Interview Rooms (Outlined in RFP 10-21) to Include the Purchase of Hardware, Installation, Training, Software, and Associated Subscription Costs, in the Amount of \$576,730.89.

- B. ADOPT an ORDINANCE Amending the City of Peoria 2020-2021 BIENNIAL BUDGET, Relating to the Use of Capital Fund Balance in the Amount of \$135,346.18, to Purchase an Interview Room Solution from Axon Enterprises, Inc.

BACKGROUND: The current Police Department Interview Room Video System was installed over a decade ago. This system is relying on outdated end-of-life DVRs in its 10 interview rooms for recording Police interviews with suspects, witnesses, and victims. These systems are beginning to fail and the current vendor, Safe-Fleet, does not have any suitable current solution to replace the existing technology in these rooms. Currently, the Police Department utilizes 3 different video evidence technologies under two solutions for its Interview Rooms, In-Car Video, and Body Worn Camera Video. All of these solutions are local storage and not cloud based storage. This results in a finite amount of space for video evidence storage, and more vendors are no longer offering a local storage solution as they migrate towards cloud storage only. One such Vendor is Axon Enterprises Inc., which purchased VIEVU LLC, our current vendor for Body Worn Camera Video. In July the City put out RFP 10-21 for a solution to upgrade its Police Interview Room technology. This RFP was restricted to only vendors who provide Interview Room, In-Car Video, and Body Worn Camera video solutions. The proposals submitted were scored by a panel of Police Department personnel based on 101 questions which vendors had to answer regarding their Interview Room System, as well as their In-Car Video System, Body Worn Camera System, and general questions regarding their company. The highest scoring proposal out of the 3 proposals submitted was Axon Enterprises Inc. The proposal costs include the cost for equipment and installation for all 10 rooms, end-user training, unlimited cloud storage, user licenses for all department personnel, and third-party evidence storage. Police Department personnel will be able to utilize secure cloud sharing for critical evidence files, as well as utilize a suite of tools from Axon such as Axon Capture, Redaction, and Evidence.com. Should the Police Department migrate its In-Car Video and Body Worn Camera video systems to Axon, the costs associated with the User Licenses in this purchase will not need to be duplicated at the time of a future purchase.

FINANCIAL IMPACT: The Police Department will utilize the remaining 2021 Capital Fund balance to cover the initial cost of equipment and installation (\$25,000.00), as well as the 1st year's licensing and storage costs (\$110,346.18). Years' 2 through 5 licensing and storage costs would be requested as a line-item cost.

NEIGHBORHOOD CONCERNS: There are no neighborhood concerns identified at this time

IMPACT IF APPROVED: The Police Department would receive critical state-of-the-art video evidence technology for its interview room, mitigating the risk of further equipment failures and bringing the department up to speed with cloud-storage technology.

IMPACT IF DENIED: The Police Department would risk further equipment failures in its interview rooms

which could possibly result in the loss of critical video evidence.

ALTERNATIVES: There are no alternatives identified at this time.

EEO CERTIFICATION NUMBER: Not applicable for this request.

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2016 - 2029 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City Government, Effective City Organization
2. Grow Peoria: Businesses, Jobs, and Population

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Reduce crime.
2. Support sustainability.
3. Have an efficient government.

DEPARTMENT: Police



12800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255
AXON.COM

August 3, 2021

City of Peoria, Illinois
Division of Purchasing
Room 108, City Hall
419 Fulton Street
Peoria, Illinois 61602-1276

RE: Requested Exceptions to Request for Proposals #10-21 for Police Interview Room Recording System

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

- 1. Addition of Axon's Terms and Conditions.** Axon respectfully requests that its Master Services and Purchasing Agreement provide the starting point for negotiation of any contract award. Axon agrees to negotiate with the City of Peoria on these terms and conditions. Axon shall additionally prepare a Statement of Work (SOW) which will be executed between the parties prior to the performances of any services hereunder.
- 2. Default.** Axon respectfully requests the deletion of this paragraph. Axon's implementation and configuration of Interview Room is based on proprietary methodologies which may not be procured from other sources; as such, we suggest that this section be removed.
- 3. Cancellation.** Axon respectfully requests the following modification. Axon notes that a cure period prior to cancellation or termination is to the advantage of both parties, both ensuring that Axon is able to resolve any issues to the City's satisfaction while also preventing the City from having to go back out to bid.

The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated and such failure is not cured within thirty (30) days' notice to contractor by the City. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods, carrier delays, pandemic, or other circumstances reasonably outside its control.

- 4. Employee Employment Restrictions.** Axon respectfully requests the following modifications, which retain the spirit of the restriction while also ensuring that Axon does not violate the agreement by virtue of engaging in standard hiring practices.

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, ~~directly or indirectly~~, any City employee or official who was involved, ~~directly or indirectly~~ in: (1) the selection and/or



17600 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). Notwithstanding the foregoing, this section shall not preclude SERVICE PROVIDER from: (a) hiring an employee of the City that independently approaches it; (b) indirectly soliciting the other City's employees through the use of a staffing agency, provided that SERVICE PROVIDER has not provided the staffing agency with names or other information to facilitate the solicitation of the City's employee or contractor; or (c) conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on websites for general circulation.

Best Regards,

A handwritten signature in black ink, appearing to read 'Ashley Goulden-Kiefer'.

Ashley Goulden-Kiefer
Contracts Manager
agouldenkief@axon.com
309.840.2640



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

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

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

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

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

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

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Department: Legal
Version: 13.0
Release Date: 3/31/2021



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Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

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

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

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

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

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

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

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

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



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- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency

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

19 General.

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

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

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

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

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

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

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

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

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

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

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


Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	Agency
Signature: <u></u>	Signature: _____
Name: <u>Robert E. Driscoll, Jr.</u>	Name: _____
Title: <u>VP, Associate General Counsel</u>	Title: _____
Date: <u>10/29/21</u>	Date: _____



Axon Cloud Services Terms of Use Appendix

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

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

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

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("Axon Records Subscription")

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



Master Services and Purchasing Agreement

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



Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement

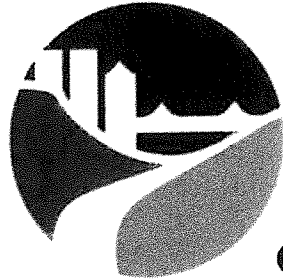
applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

REQUEST FOR PROPOSALS
Police Interview Room Recording System
10-21



CITY OF
PEORIA

ISSUED BY
DIVISION OF PURCHASING
CITY OF

PEORIA, ILLINOIS

MANDATORY
Pre-Proposal Meeting
WEDNESDAY, July 21,
2021, 2:00 PM at the
PEORIA POLICE
HEADQUARTERS,
Community Room, 600 SW
Adams, Peoria, IL 61602

Sealed Requests for Proposals will be received at
the office of
The PURCHASING MANAGER
Room 108, City Hall,
419 Fulton Street, Peoria, Illinois until 2:00 P.M.

Thursday, August 5, 2021
for furnishing the materials, or services
described herein.

PLEASE RETURN ENTIRE
DOCUMENT AS YOUR RESPONSE. SUBMITTED BY:
Axon Enterprise, Inc.

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INSTRUCTIONS TO PROPOSERS

Request for Proposal (RFP)(1/19/2018)

ACCEPTANCE OF PROPOSALS - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within sixty (60) calendar days from the date the responses are opened.

ADDITIONAL COPIES OF RFP - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department Purchasing Division.

RFP ENVELOPE IDENTIFICATION - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.

MAILING OF PROPOSALS— One (1) original and Two (2) copies of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

CLOSING TIME - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

SELECTION – The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFP. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

WITHDRAWAL OF PROPOSALS - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of sixty (60) calendar days from the RFQ opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

ALTERNATE RESPONSES - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The response must be accompanied by complete specifications of the items offered.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is certifying they have not been barred from bidding by

Federal, State or Local governments and has not been suspended or debarred from receiving federal funding.

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

EQUAL EMPLOYMENT OPPORTUNITY – To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Manager. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website (<http://www.peoriagov.org/equal-opportunity-forms>). Click on Government > Other Departments > Equal Opportunity > then select "Employer Report Form CC-1". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Manager
419 Fulton St. Rom 108
Peoria, IL 61602
(309) 494-8530 Voice**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.

**Good Faith Efforts Requirements (Public Works Projects exceeding \$50,000)
Minority/Women Business Enterprise(M/WBE) Utilization**

Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid.

Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all Proposers even if it is a "no response".

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager. and as a result may be disqualified from doing business with the City for the period of one year in

accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."
"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

REFERENCE - *All of the contract terms shall be incorporated by reference into any written contract.*

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INFORMATION FOR BIDDERS

PURPOSE AND INTENT

The purpose of this RFP is to solicit bid proposals to engage a vendor to provide audio/video (A/V) recording equipment, installation, (cloud) storage solution and maintenance services for law enforcement interview rooms. The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the City, price and other factors considered.

BACKGROUND

The City is seeking proposals to install digital audio/video recording systems for designated interior rooms at the Peoria Police Headquarters located at 600 SW Adams, Peoria, IL 61602. Proposals shall include equipment, installation, cabling, documentation, training of station personnel, and accessories as described in Scope of Work.

KEY EVENTS

ELECTRONIC QUESTION AND ANSWER PERIOD

The City will accept questions and inquiries from all potential proposers electronically until July 21, 2021. To submit a question, please email

cswitzer@peoriagov.org

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number to which it relates.

Bidders are not to contact the Peoria Police Department directly, in person, by telephone or by email, concerning this RFP.

MANDATORY PRE-PROPOSAL MEETING

The City will host a MANDATORY PRE-PROPOSAL meeting on WEDNESDAY, JULY 21, 2021, 2:00 PM at the Peoria Police Headquarters, Community Room, 600 SW Adams, Peoria, IL 61602.

SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must be received by the City of Peoria on or before THURSDAY, AUGUST 5, 2021 2:00 PM.

LOCATION IS AS FOLLOWS:

CITY OF PEORIA
PURCHASE DIVISION
419 FULTON ROOM 108
PEORIA, ILLINOIS 61602

ADDITIONAL INFORMATION

ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

All RFP addenda will be posted on the City of Peoria website.

<http://www.peoriagov.org/finance-department/purchasing-division/>

There are no designated dates for release of addenda.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement. Addenda should be acknowledged and included with submission packet.

SCOPE OF WORK

GENERAL

The equipment and services to be acquired are for the purchase, installation, warranty, maintenance, (cloud) storage and repair of audio/video (AV) recording systems for ten (10) law enforcement interview rooms at the Peoria Police headquarters. The complete AV recording system must meet the specified requirements. The contractor shall provide all equipment, components, cabling, wiring etc., necessary for a complete operational recording system. The contractor shall provide licensing for 10 interview rooms, 230 standard users and 4 administrative users.

Axon will provide PPD with all equipment, installation, warranty, maintenance, cloud storage, and repair for 10 interview room systems, 230 standard users, and 4 administrative users.

The ten (10) interview rooms include the following:

8 Interview Rooms (which include)

3 Juvenile

- 2 Holding (Cinderblock Walls)
- 1 Children's Interview Room

5 Adult

- 1 Holding (Cinderblock Walls)
- 4 Standard Interview Rooms

Understood

1 Line Up Room

Understood

1 Traffic DUI Processing Room

Understood

INTERVIEW ROOM RECORDING SPECIFICATIONS

The contractor shall provide a complete operational recording system for all ten (10) law enforcement interview rooms, configured, as follows:

- 1 Covert or Tamper/Vandal Proof Camera in Each Room

The Axon Interview solution can be set up with one to two covert or tamper proof cameras per room.

- 1 Tamper/Vandal Proof Microphone in Each Room

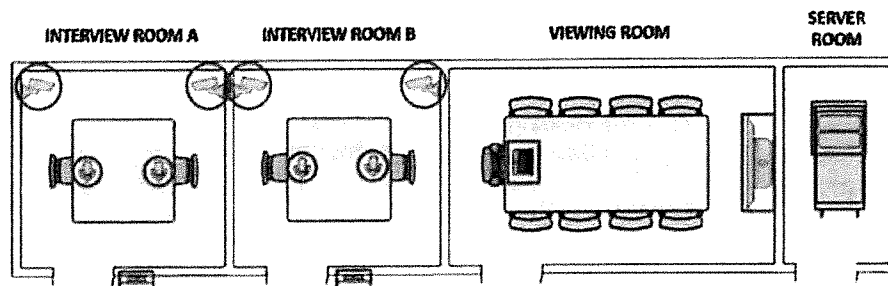
Axon Interview supports up to two tamper proof microphone for each interview room.

- 1 Control Panel or Recording Trigger Outside of Each Room (At the Room)

The Axon Interview system can be utilized by a one-to-one touch panel model, or by installing an Axon Interview virtual kiosk that allows users with the proper credentials to remotely activate rooms after logging in.

- 1 Control Room
 - o Must be able to set up a Remote Viewing Area in the Control Room (Can Be Localized Video/Audio Feeds from Each Room on Separate Monitors, or Software Program on City supplied Workstation(s) on the City Local IP Network)

The system supports livestreaming of interviews during recording (streaming permissions are configurable within Axon Evidence to add a layer of security) wherever PPD has a computer installed that can run the live view client. Interview footage can also be reviewed from any workstations (in alignment with the rights and user privileges set within Axon Evidence).



Axon Interview System - Interviewing

- Cloud Storage Solution
 - o Option for Unlimited Storage with the Ability to Modify Subscription/Package to Accommodate Change in Storage Needs
 - o CJIS Compliant

Axon Evidence uses secure object storage on an as-needed basis. This has huge benefits over an on-premise solution in that PPD will have access to unlimited storage and a CJIS-secured digital evidence management system to securely house, view, and share your interview video.

Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers PPD a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These certifications, compliance measures, and security assurances include:

- ISO/IEC 27001:2013 Certified - Information Security Management Standards
- ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls
- ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
- CJIS Compliant
- CALEA Standard 17.5.4 Compliant
- HIPAA and HITECH
- AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
- Cloud Security Alliance - CSA STAR Attestation (Level Two)
- Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
- Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508
- FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (Applicable only to the US Federal Region of Axon Evidence)
 - The authorization confirms that Axon Evidence has been reviewed and approved by the US Department of Defense and Homeland Security, and the General Services Administration

Axon's Compliance website (axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation.

- **Must be from a Vendor that Offers Both Body Worn Camera Solution and In-Car Video Solution in addition to Interview Room Solution**

PPD knows the importance of providing your officers with the equipment and technology needed to help keep them safe and informed. Whether in the field or at the station, without access to the appropriate hardware and software, PPD's risk of missing key events in the moment is heightened.

That is why Axon created our law enforcement focused ecosystem of body-worn and in-car cameras, interview room solution, and DEMS. By partnering with Axon, you can connect your people with the devices and applications designed to capture reliable evidence wherever it occurs, improve workflows, and save time, so your officers can spend theirs where it matters the most—in the interrogation rooms where vital information is shared and in the community you serve.

- **All 3 Solutions Must Function Under the Same Cloud Storage Subscription**

Axon's interview room solution, body-worn cameras, and in-car camera systems all utilize cloud storage from Axon Evidence.

- **All 3 Solutions Must Function Under the Same Management Interface**

Axon Evidence is Axon's secure, centralized digital evidence management system designed to organize, view, and share interview room, body worn, and in-car camera digital evidence in one single place. With easy-to-use search features and dynamic playback capabilities, PPD can find and review the vital pieces of evidence needed to build a case or review an officer's performance, which can then be shared internally or with external prosecuting partners or agencies.

- **Must Have a Management Interface (Back End) for Users Accessible from the Local City Network – Also CJIS Compliant**

Axon Evidence provides streamlined workflow capabilities. Axon Evidence is built for accessibility and ease of use with an intuitive layout and logical flow of information and activities in the graphical user interface (GUI). Overall navigation of the system is guided by tabs at the top of the screen. All informational and functional components of the interface are clearly labeled throughout to guide users through powerful but simple workflows.

CONFIGURATION CAPABILITIES – ADMINISTRATORS

Axon Evidence administrators have extensive configuration capabilities within the interface. All these configurations are accessible from a clean and intuitive central Admin page. The logical workflows for these configurations consist of simple selections and data entries with clear action buttons and labels that guide users through the processes. Configurations fall under four main categories:

- **USERS** – Administrators can add, invite, import, deactivate, reactivate, and update roles for users individually or in bulk. Administrators can also create and import groups.
- **DEVICES** – Administrators can manage the agency's Axon device policies all from Axon Evidence. They can define global device settings for Axon body-worn cameras, Fleet in-car cameras, TASER CEWs, Wireless Offload Servers, Axon Signal devices, and Early Access Devices, as applicable. These configurations include settings such as pre-event buffer timeframes for body-worn and in-car cameras, recording resolution, and automatic recording triggers.

- **AGENCY SETTINGS** – Administrators can manage the agency's profile information (i.e., address, logo, description, user login agreement), login model (username/password or SAML-based single sign-on), set up automatic user provisioning via Active Directory, establish Partner Agencies (other agencies with Axon Evidence accounts) for evidence sharing, configure Retention Categories to classify and implement automatic retention policies for evidence files, set field validation rules for certain evidence metadata, create user roles and permissions, define Axon Citizen evidence collection rules (which apply to evidence submissions from the public) if applicable, create and manage custom metadata fields, and enable/disable transcription services.
- **SECURITY SETTINGS** – Administrators can define allowed IP addresses for Axon Evidence access and manage multi-factor authentication settings for all users, set login and password rules (i.e., unique password requirements, password aging, password length, failed login attempt limit, lockout duration, and session timeout), and configure API clients for the Axon Evidence Partner API if applicable.
- **CONFIGURATION CAPABILITIES – USERS**
- Based on their roles and permissions, users can configure settings specific to their individual Axon Evidence accounts.
- **MY PROFILE** – Users can manage their user profiles, which include personal account information (e.g., username, name, badge ID, phone, email, language for the Axon Evidence interface, and time zone), and change their passwords from this page in Axon Evidence.
- **SECURITY QUESTIONS** – Users can choose and enter answers for security questions they may be prompted to answer for additional authentication, based on agency settings.
- **NOTIFICATIONS** – Users can enable/disable automatic email notifications for account lockouts, Partner Agency collaborations, upcoming evidence deletions (for evidence files they own), incorrect capture date on Axon videos, category assignments, and Signal Sidearm low battery status if applicable.

NOTIFICATION ALERTS

Axon Evidence provides notifications and alerts of system activity within the interface and through automated emails. Axon Evidence provides dynamic administrator and user dashboards with role-based information relating to system settings, usage, and evidence file activity relevant to the user.

In the interface, users can view notification alerts in a native messaging tool, which supports email composition from within the application. Axon Evidence also sends configurable automatic email notifications to users' email addresses when certain system activities occur.

SCHEDULING AND PRIORITIZING RETENTION

Axon Evidence supports automated scheduling and prioritization of automated system activities through the configuration and assignment of Retention Categories (categories) to evidence files.

Every category in Axon Evidence has three properties: a name (typically used to classify files by type or offense), a retention duration that dictates how long the system retains an evidence file before initiating an automatic deletion process, and a restriction setting that determines whether files in the category are accessible by all users. When users assign categories to files, the files inherit all the categories' properties.

TRACK & MONITOR ACTIVITIES AND PROGRESS

Administrators and authorized users can track and monitor activities through a system dashboard, native reports, and comprehensive audit trails.

The dynamic Axon Evidence Dashboard provides role-based, at-a-glance critical information related to user licenses, system alerts, device alerts, upcoming evidence deletions, system usage, recent uploads, shared evidence, and case activity (pertaining to Axon Evidence Cases, which are collectively manageable groups of evidence files). Additionally, a dashboard dedicated to user performance metrics is currently in development for a future release.

Reports contain information related to the agency, users, groups, evidence files, devices, and more alongside associated metadata. Audit trails capture every activity related to evidence uploaded to and stored in the system. Each audit trail entry is date- and time-stamped, logs the associated user, and provides details of the activity so administrators and supervisors can track the progress of evidence files over time.

- **Must Be Able to View Audio and Video from Interview Rooms in Real-Time on the City Local Network**

The livestreaming application in Axon Interview allows authorized users to monitor more rooms simultaneously, add bookmarks during an interview, and collaborate with other users on notes within the livestreaming application, which can be viewed in Axon Evidence.

- **Must Be Able to View Audio and Video from Interview Rooms in Real-Time, from a Client Outside the City Network (Remote) via CJIS Compliant Secure Link**

Currently, Axon Interview only supports live viewing of an interview from within the local network, but remote viewing outside of the local network is a feature on Axon's roadmap for 2022.

- **Must Be Able to Share Recorded Audio/Video files with Metadata across the City Local Network**

Axon Evidence uses access lists to manage the sharing of content with internal and external users and/or groups. Each piece of evidence and its embedded metadata in the system has an associated access list that allows a user to edit and manage sharing criteria. These access lists can be viewed from the View Evidence page associated with the piece of evidence.

Whether sharing evidence inside or outside of an agency, a user can control the Access Class (restricted or unrestricted), Access Type (role or view only), Permissions (view, download, view audit trail, post notes), Reshare options (never, download, all), and Duration of the evidence they want to share. These actions can be done either in bulk or for each piece of evidence, depending on where they are accessed.

- **Must Be Able to Share Recorded Audio/Video Files with Metadata outside the City Network (Remote) via CJIS Compliant Secure Link**

Additionally, a user can also share evidence by emailing a download link to an external email address, which can include permissions to view the evidence's Audit Trails, Table of Contents, and Transcripts, as well as an Optional Message and the Duration in days that the share is active.

- **Must Be Able to Add Custom Metadata to Audio/Video Files (Case Number, Type, Interviewee Name, Interviewer Name etc.)**

The Axon Interview system is operated by the Axon Interview application, typically installed on a touch panel. The solution supports annotation of metadata before, during, and after a recording.

At the administrative level, PPD can configure both mandatory and optional metadata fields for officers to enter before or after an interview. Metadata fields are entirely configurable to meet your agency's policies and preferences.

After you log in, the main menu appears; if the Pre-Recording Metadata screen is displayed, the entry of metadata tags is required before a user can begin recording an interview. Axon Interview will show metadata tags that your administrator has configured. This information will be automatically ingested into Axon Evidence along with the recorded video.

Both Axon Evidence and the Axon Interview interface support configurable metadata. With this solution, officers can assign a unique case number to the interview from the touch panel application. This can be done prior to starting, prior to ending, or anytime from within Axon Evidence.

- **Must Be Able to Configure Custom Retention Periods for Audio/Video Files Based on Their Type and or Metadata**

Axon Evidence administrators can create custom retention categories that determine how long a piece of evidence remains in the system before being permanently deleted. Administrators simply assign a name to indicate the charge (burglary, assault, homicide, etc.) and the desired retention period—determined by policy or state mandate—in days, weeks, years, or until manually deleted. An administrator can create an unlimited number of custom categories and will always be able to edit or delete a category after it is added to the system.

Once created, a user can then begin assigning custom retention categories to any piece of evidence they have access to. When assigned to a piece of evidence, categories not only associate an agency's desired retention period to the file, but they also help to improve search functionality, reporting capabilities, and overall access control.

Additionally, if a piece of evidence falls under multiple incidents, e.g., assault and burglary, more than one category can be assigned to the file. That file will then take on the retention period of the category with the longest duration.

At the end of a file's retention duration, Axon Evidence will initiate an automatic deletion process that includes notifications, a grace period for recovery, and restoration options. This process can help agencies manage file storage and prevent inadvertent data loss. Alternatively, evidence can also be manually deleted by authorized users, but no matter if a file is deleted by automatic or manual means, it will remain in a system queue for seven days after being marked for deletion, thus allowing the files to be retrieved if inadvertently removed.

- **Must Be Able to Configure Custom User Permissions and Levels for System Behavior Modification and Usage**

Axon Evidence supports role-based authentication and authorization. Each user is assigned a role, which determines user permissions. Permissions control levels of access to features and functions in Axon Evidence.

Prior to creating roles, your agency should assess the permission-related needs of your organization. For example, consider which users need to:

- View evidence owned by other users
- Create cases and share cases with others in your agency
- Share cases with your partner agencies
- Generate reports
- Administer your agency's security settings

Administrators assign the roles and actions of all users and create individual user accounts with varying degrees of access, e.g., administrative accounts, basic user accounts, etc. Account administrators can customize the roles and authorization levels of each account user. This functionality was created to preserve chain of custody and to clarify what each user is permitted to do. An agency administrator can copy the permission settings from an existing role to a new role using the duplicate function.

An unlimited number of roles can be supported and provide granular access permissions to allow you to configure the system to mirror PPD's normal operating procedures. Administrators can also add and edit roles as needed.

Each of the following categories is expandable, enabling more granular permissions to be configured. Permissions are broken into several groups.

- LOGIN ACCESS – Determines which system a user can log in to
- USER ACCESS – Determines what actions a user can take when using the system
- ADMIN ACCESS – Determines what administrative actions a user can take when using the system
- SEARCH & REPORTING ACCESS – Determines what search functionality a user will have when using the system, as well as if reports can be generated
- EVIDENCE CREATION – Determines the methods in which a user can upload external evidence files into the system
- EVIDENCE MANAGEMENT – Determines a user's ability to create, review, edit, share, and manage evidence
- CASE MANAGEMENT – Determines a user's ability to create, review, edit, share, and manage a case

- **Must Provide a List of Behavior Modifications Possible for System**

While using the Axon Interview client, users can access the configuration settings page to modify the systems behavior. These modifications include:

- Time Zone Settings
- Metadata Tag Settings
- Room Settings
- 1-Click Marker Settings
- Storage Settings

- **System Must Be Able to Generate an Audit Log Showing Usage of System and Modification of System Behavior and Files**

Detailed audit logs track all evidence access and activity. Each audit trail entry shows the date, time, user, and details of each action. You can view the entire audit log or a portion of an audit trail, limiting the report to actions that occurred between a specified timeframe. Audit Trails are available in PDF format, except the User Audit Trail and Device Audit Trail, which are available in both PDF and comma-separated values (CSV) format.

AGENCY AUDIT TRAIL – The Agency Audit Trail shows agency-wide changes to your Axon Evidence account. This report helps provide transparency on administrative actions across Axon Evidence. By displaying each action in detail, your agency can review who changed a setting, to understand the purpose and provide better accountability to each user. Only users with the “Edit Agency Settings permission” enabled can view the Agency Audit Trail.

USER AUDIT TRAIL – A User Audit Trail shows many of the activities performed by the user, changes to the user account, and evidence-related user actions. In addition to evidence-related user actions, the User Audit Trail will show failed login attempts, when a user is locked out of their account due to multiple failed login attempts or when a user’s password has been reset or their account has been unlocked.

CASE AUDIT LOG – The audit trail entry for Cases shared with a partner agency group use the same audit trail format as Evidence that is shared with a partner agency group. When a Case is shared with a partner agency group, the Activity column of the audit trail will show the group name and agency (instead of listing each member of the group).

GROUP AUDIT TRAIL – The Group Audit Trail allows administrators to monitor the activity of groups within Axon Evidence and logs actions such as creating a group, adding or removing users from a group, changing permissions of a group, etc.

EVIDENCE AUDIT TRAIL – Original evidence data is never changed; all modifications are handled by creating new, derivative files. Evidence Audit trails are created for every evidence file and list all related actions, as well as associated metadata. The original data associated with a video is never changed; all modifications are handled by creating new, derivative files. To ensure chain of custody, evidentiary files can be verified for authenticity by matching the SHA-2 hash of the original file ingested in Axon Evidence to that of any copy created.

- **Must Be Able to Filter and Sort File Lists Based on Date, Time, Room (Camera), and any Custom Metadata Fields**

While searching, a user can immediately specify whether they want to search "All Evidence" or "My Evidence". This is very useful because usually, an officer is dealing with their own evidence.

Axon Evidence provides both "Basic" and "Advanced" search capabilities. This is similar to how Google or other search engines provide the ability to search by common criteria (basic), or if required, more detailed (advanced) search criteria. Basic searches include:

- ID (Incident Number)
- Title
- User or Group (Person who recorded the video)
- Date and Time
- Category (Incident Type)
- Tags

If a user requires more granularity in their search, they can click "Show Advanced Search" and they will have the additional search criteria:

- File Type (Video, Audio, Document, Image, Etc.)
- Status (Active, Processing, Queued for Deletion, Deleted, etc.)
- User Association (Uploaded By, Owner, Access List)
- Date Type (Recorded On, Uploaded On, Deleted On)
- Flag (On/Off)
- Restricted Access (On/Off)
- Room ID

- Custom Metadata
- Must Be Able to Download Files to a Physical Media Format from Both Inside the City Network and Outside the City Network Via CJIS Compliant Secure Link

Users can choose to Manage Access to Outside my Agency, which will make the Email a Download Link option available from the Share Outside my Agency drawer.

From here, users can type in an external email address, an optional message, include documents (Audit Trails, Table of Contents, and Transcripts), and set the Duration of the share.

When finished, a download link will be sent to the recipient(s) in the form of an email. All included documents will then be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. Please note that when sharing via a download link, access can no longer be controlled once it is downloaded locally.

- Must Have Storage Redundancy

The Axon Interview on-site servers have 2 drives configured in RAID 1 (disk mirroring). Each Axon Evidence region is comprised of multiple, isolated locations and all Axon Evidence application components are duplicated across all these locations for a fully redundant infrastructure.

- Must Have Ability to Record Audio and Video from a Prior Unrecorded Event from a Limited or Unlimited Timeframe (Back Up/Record After the Fact/Recording Redundancy)

- o i.e. – Should a User Forget to Trigger a Recording, the System is Capable of Allowing a User to Go Back and Record Starting at a Moment of Time in the Past, and Retrieve the Audio and Video from that Moment Forward and Save the File

A key feature of the Axon Interview system is the continuous 24/7 recording buffer, which, based on configuration, is capable of storing weeks of continuous audio and video recordings to local storage, protecting agencies from losing important footage if an interviewer forgets to start recording.

Agencies also have the ability to fully disable the recording buffer should it be required by local jurisdictional requirements.

WARRANTY

Minimum 3 Year Warranty, Support Agreement, Maintenance Agreement, or other type of Warranty covering System Failure, Equipment Failure and Full Support of both Software and Hardware

- **Sample Contract, Master Service Agreement or Other Legally Binding Document**
- **Documentation/Specifications on In-Car Video Solutions**
 - **To Include MSRP, Additional Storage/Software Costs and Additional Contractual Costs/Warranty Costs**
- **Documentation/Specifications on Body Worn Camera Solutions**
 - **To Include MSRP, Additional Storage/Software Costs and Additional Contractual Costs/Warranty Costs**

Axon understands and agrees. A Master Services and Purchase Agreement and product documentation have been provided below.

INSTALLATION

Contractor shall be responsible for the complete installation of the systems at all locations. Each installation shall include all hardware, software and accessory components required to ensure full operational status.

The contractor shall install, connect, or terminate all required cabling to make the recording equipment fully functional. This work shall be performed at the designated interview, recording and review rooms.

All inter-console video cabling shall be labeled as to function and unit(s) served.

All coaxial connections shall be made using three-piece BNC connectors. Twist-on connectors are not acceptable.

All connectors and cabling shall be neatly dressed or tied together and labeled as to their function, and installed in a professional manner.

Contractor shall establish a work schedule for site. The normal work hours for this project are 8:00 a.m. through 5:00 p.m., Monday through Friday barring other Arrangements required.

Contractor shall provide a signed Installation Completed Document describing the work performed and date completed.

Installation shall be accomplished within thirty (30) calendar days after issuance of purchase order.

The sites shall be maintained in a clean, safe manner at all times.

Axon understands and agrees.

FULL OPERATIONAL STATUS

Full operational acceptance is when the equipment is installed by the contractor, the equipment is in good working order and is made operational in accordance with standard specifications and the equipment is accepted by the Police Chief.

Full operational acceptance shall be determined by:

- Demonstration of the installed system to the satisfaction of the City's Police Technology Administrator
- Two (2) hours training of personnel to operate the system effectively.
- Site personnel shall be provided with a graphic "step-by-step" instructional manual illustrating the recording, finalizing, and down-loading process.

Axon understands and agrees.

TRAINING

Training support shall include all required system training to bring staff to a functional level of system operation. The contractor shall provide training and manuals for all equipment and system operation immediately following system installation.

Training for equipment and system operation shall be included in the price of the equipment. The contractor shall provide all training materials in hard and soft copy.

Axon understands and agrees.

GENERAL REQUIREMENTS

CONTRACTOR PERSONNEL

All personnel must observe all regulations in effect at the Police Headquarters. While on City property, contractor staff are subject to control of the City, but under no circumstances are such persons be deemed to be employees of the City.

The contractor or its personnel must not represent themselves as employees of the City.

On all City of Peoria Police Department installations, the contractor shall provide the names of its employees conducting the installation to the Police Department for background checks. No installer with a criminal history will be permitted to work on the Peoria Police Department installations.

The Police Chief may request the contractor to transfer from the work crew employees who are found by the City to be incompetent, prone to excessive tardiness, absenteeism, theft or after violation of the facility contractor / safety rules.

The technical personnel that install the proposed system must be fully trained and qualified to install the proposed system.

ADDITIONS, SUBSTITUTIONS, DELETIONS

The contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace. After the contract award, additions, substitutions and/or deletions may be allowed under the following condition:

- Written approval of the Peoria Police Technology Administrator.

Axon understands and agrees.

PROPOSAL PREPARATION

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the

Firm's/Team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content.

Please include a cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and Addresses of the Proposing Team's main contact.

EVALUATION

The following evaluation criteria questions and point system will be used to evaluate bid proposals received in response to this RFP. Including year's one through three on the pricing page.

Please fill out the pricing page and respond to the attached questions.

Year 1

Hardware Items		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost
Camera	Covert Camera		10	\$ 594.75	\$ 1,189.50
Camera Mounting Hardware	Covert Camera Sensor Unit		10	\$ 370.00	\$ 740.00
Camera Cabling	Included		N/A	N/A	N/A
Microphone	Louroe Microphone		10	\$ 196.00	\$ 393.00
Microphone Mounting Hardware	Covert Enclosure		10	\$ 121.00	\$ 242.00
Microphone Cabling	Included		N/A	N/A	N/A
Recording Trigger	POS-X TP6 Touch Panel		10	\$ 1,600.00	\$ 3,200.00
Recording Trigger Mounting Hardware	Touch Pad Wall Mount		10	\$ 64.00	\$ 128.00
Recording Trigger Cabling	Included		N/A	N/A	N/A
Main Recording Device	Axon Interview Server		2	\$ 4,455.00	\$ 1,782.00
Main Recording Device Mounting Hardware	N/A		N/A	N/A	N/A
Main Recording Device Cabling	N/A		N/A	N/A	N/A
Additional Interview Room Peripherals	N/A		N/A	N/A	N/A
Additional Interview Room Peripherals Mounting Hardware	N/A		N/A	N/A	N/A
Additional Interview Room Peripherals Cabling	N/A		N/A	N/A	N/A
Additional Control Room Peripherals	N/A		N/A	N/A	N/A
Additional Control Room Peripherals Mounting Hardware	N/A		N/A	N/A	N/A
Additional Control Room Peripherals Cabling	N/A		N/A	N/A	N/A
Other Server or Workstation Hardware	N/A		N/A	N/A	N/A
Networking, Switching, Routing, Security Hardware	N/A		N/A	N/A	N/A
Installation Costs	N/A		N/A	N/A	N/A
	Axon Interview Installation and Setup		10	\$ 2,500.00	\$ 25,000.00
	Total Hardware Costs:				\$ 32,674.50
Licensing and Software Items		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost
	Cloud Storage Costs		N/A	N/A	N/A
	Per Standard User Software Licensing		230	\$ 15.00	\$ 28,275.32
	Per Administrative User Software Licensing		4	\$ 39.00	\$ 1,872.00
	Per External User Software Licensing		N/A	N/A	N/A
	Per Device Software Licensing	Axon Client Software	10	\$ 1,500.00	\$ 3,000.00
	Per Workstation Software Licensing		N/A	N/A	N/A
	Other Licensing or Storage Costs	Axon Streaming Server License	2	\$ 1,750.00	\$ 700.00
	Additional Software Features Cost	Axon Interview Unlimited Axon Evidence Storage License			
	Warranty/Service Agreement Costs		10	\$ 99.00	\$ 11,880.00
	Warranty/Service Agreement Costs	Axon Extended Warranty	10	\$ 21.62	\$ 2,118.76
	Maintenance Costs	Axon Client Software Maintenance	10	\$ 25.00	\$ 2,400.00
		Axon Streaming Server Maintenance	2	\$ 29.17	\$ 560.06
	Total Software Costs:				\$ 50,806.14
Training Costs		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost

	Per User In Person Training		230	Included	N/A	N/A
	Per Trainer In Person Train-the-Trainer Training		N/A	N/A	N/A	N/A
	Per Administrative User In Person Training		4	Included	N/A	N/A
			Total Training Costs:		\$	
			Year 1 Total Costs:		\$	83,480.64

Hardware Items		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost
		1/5 HW Costs			\$ 7,674.50
		Any Additional Year 2 Hardware Costs			\$ 7,674.50
Licensing and Software Items		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost
		Cloud Storage Costs	N/A	N/A	N/A
		Per Standard User Software Licensing	230	\$ 15.00	\$ 28,275.32
		Per Administrative User Software Licensing	4	\$ 39.00	\$ 1,872.00
		Per External User Software Licensing	N/A	N/A	N/A
		Per Device Software Licensing	10	\$ 1,500.00	\$ 3,000.00
		Per Workstation Software Licensing	N/A	N/A	N/A
		Other Licensing or Storage Costs	2	\$ 1,750.00	\$ 700.00
		Axon Interview Unlimited Axon Evidence Storage License	10	\$ 99.00	\$ 11,880.00
		Axon Extended Warranty	10	\$ 21.62	\$ 2,118.76
		Axon Client Software Maintenance	10	\$ 25.00	\$ 2,400.00
		Axon Streaming Server Maintenance	2	\$ 29.17	\$ 560.06
		Year 2 Total Costs:			\$ 58,480.65

Hardware Items		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost
		1/5 HW Costs			\$ 7,674.50
		Any Additional Year 3 Hardware Costs			\$ 7,674.50
Licensing and Software Items		Please Describe Item	Quantity	Per Unit Cost	Total Line Cost
		Cloud Storage Costs	N/A	N/A	N/A
		Per Standard User Software Licensing	230	\$ 15.00	\$ 28,275.32
		Per Administrative User Software Licensing	4	\$ 39.00	\$ 1,872.00
		Per External User Software Licensing	N/A	N/A	N/A
		Per Device Software Licensing	10	\$ 1,500.00	\$ 3,000.00
		Per Workstation Software Licensing	N/A	N/A	N/A
		Other Licensing or Storage Costs	2	\$ 1,750.00	\$ 700.00
		Additional Software Features Cost	10	\$ 99.00	\$ 11,880.00

Warranty/Service Agreement Costs	Axon Extended Warranty	10	\$	21.62	\$	2,118.76
Maintenance Costs	Axon Client Software Maintenance	10	\$	25.00	\$	2,400.00
	Axon Streaming Server Maintenance	2	\$	29.17	\$	560.06
Year 3 Total Costs:			\$		\$	58,480.65

Year 4 (if applicable)						
Hardware Items	Please Describe Item	Quantity	Per Unit Cost	Total Line Cost		
	1/5 HW Costs			\$	7,674.50	
	Total Hardware Costs:			\$	7,674.50	

Licensing and Software Items	Please Describe Item	Quantity	Per Unit Cost	Total Line Cost		
	Cloud Storage Costs	N/A	N/A	N/A		
	Per Standard User Software Licensing	230	\$	15.00	\$	28,275.32
	Per Administrative User Software Licensing	4	\$	39.00	\$	1,872.00
	Per External User Software Licensing	N/A	N/A	N/A		
	Per Device Software Licensing	10	\$	1,500.00	\$	3,000.00
	Per Workstation Software Licensing	N/A	N/A	N/A		
	Other Licensing or Storage Costs	2	\$	1,750.00	\$	700.00
	Additional Software Features Cost	10	\$	99.00	\$	11,880.00
	Warranty/Service Agreement Costs	10	\$	21.62	\$	2,118.76
	Maintenance Costs	10	\$	25.00	\$	2,400.00
	Axon Streaming Server Maintenance	2	\$	29.17	\$	560.06
Year 4 Total Costs:			\$		\$	58,480.65

Year 5 (if applicable)						
Hardware Items	Please Describe Item	Quantity	Per Unit Cost	Total Line Cost		
	1/5 HW Costs			\$	7,674.50	
	Total Hardware Costs:			\$	7,674.50	

Licensing and Software Items	Please Describe Item	Quantity	Per Unit Cost	Total Line Cost		
	Cloud Storage Costs	N/A	N/A	N/A		
	Per Standard User Software Licensing	230	\$	15.00	\$	28,275.32
	Per Administrative User Software Licensing	4	\$	39.00	\$	1,872.00
	Per External User Software Licensing	N/A	N/A	N/A		
	Per Device Software Licensing	10	\$	1,500.00	\$	3,000.00
	Per Workstation Software Licensing	N/A	N/A	N/A		
	Other Licensing or Storage Costs	2	\$	1,750.00	\$	700.00
	Additional Software Features Cost	10	\$	99.00	\$	11,880.00
	Warranty/Service Agreement Costs	10	\$	21.62	\$	2,118.76
	Maintenance Costs	10	\$	25.00	\$	2,400.00
	Axon Streaming Server Maintenance	2	\$	29.17	\$	560.06

Year 5 Total Costs: \$ 58,480.65

TOTAL LIFETIME CONTRACT COST 317,403.24

1	Is the main recording device a centralized device for all rooms, or are there separate main recording devices for each room?	Axon Interview can utilize up to 2 cameras in each room that tie to same server depending on number of rooms, then moves up to the cloud.	N/A	5
2	Describe the type of recording trigger you are proposing that will be installed outside of each room.	The system can be triggered to activate recording via a touchpanel or customer provided PC.	N/A	10
3	Describe how the system would assign an officer/personnel to a video recording file.	PPD personnel would log into the Interview room using their Axon Evidence username and password. Once logged in, the recording is automatically associated to their account.	N/A	10
4	Describe any additional capabilities of the recording trigger you are proposing (ability to add metadata at trigger, 2FA)	Axon Interview allows users to add metadata tags before, during, and after recording the interview.	N/A	5
5	What other types of recording triggers are available?	The system can be triggered to activate recording based on motion/movement within the room. Other options available switch/button.	N/A	5
6	What type of Live-View system are your proposing for the control room?	The system supports livestreaming of interviews during recording (streaming permissions are configurable within Axon Evidence to add a layer of security). Interview footage can also be reviewed from any workstations (in alignment with the rights and user privileges set within Axon Evidence). PPD can view up to four cameras at the same time and then select one camera of interest, if desired. You can view live interviews in two ways: through the application running on a PC (outside of the Interview room) or through the Axon Interview livestreaming application. The system can trigger a light (inside or outside the room, or both) to indicate an interview is in progress and notify the interviewer someone is remotely viewing the stream.	N/A	10
7	Can the Interview rooms be viewed live from any Workstation on the City's Local Network?	You can view live interviews through the Axon Interview livestreaming application with proper permissions.	N/A	10
8	Can the Interview rooms be viewed live from outside the City's Local Network? If so, how is this connection secured?	Viewing permissions are configurable to ensure only those who need access can view live interviews. To prevent unauthorized viewing, the system generates a streaming password for remote viewers to enter before gaining access to the live Interviews. PPD can also restrict the ability to live stream by only installing the streaming application on a PC belonging to an administrator. From the touchscreen, simply tap Streaming Password. The system auto-generates a random password, which the viewer enters into the viewing application to watch the Interview live.	N/A	10
9	Does the proposed recording device have the ability to go back and retrieve audio and video if the recording trigger is failed to be activated? If so, for how long?	Yes, a key feature of the Axon Interview system is the continuous 24/7 recording buffer, which, based on configuration, is capable of storing weeks of continuous audio and video recordings to local storage, protecting agencies from losing important footage if an interviewer forgets to start recording. Agencies also have the ability to fully disable the recording buffer should it be required by local Jurisdictional requirements.	N/A	10
10	Describe the type and/or model of camera you are proposing.	Axon is proposing the AXIS M5525-E PTZ Network Camera and the AXIS P3245-LV Network Camera.	N/A	5
11	Are the cameras proposed tamper-proof and/or covert?	The proposed cameras either IK09 or IK10 Impact-resistant with AXIS P3245-LV having a built-in tampering alarm. Covert cameras are also available.	N/A	10
12	What is the field of view of the cameras proposed?	The AXIS M5525-E PTZ has a horizontal field of view of 61.8°-6.7° and a vertical field of view of 37.2°-3.8°. The AXIS P3245-LV has a horizontal field of view of 100°-36° and a vertical field of view of 53°-20°.	N/A	5
	Are the microphones you are proposing tamper proof?	The microphone is designed for vandal prone areas. The vandal resistant faceplate has a louver for microphone protection. In addition, the microphone element is mounted in a rigid recessed housing to prevent damage from foreign objects.	N/A	10
14	Is the microphone input volume level easily adjustable? How is it adjusted?	The unit comes with 20' pre-made cable with a stereo plug on one end and that can plug directly to an IP camera that has mic level audio input.	N/A	10

23	Is the system capable of adding any other type of device to interface with the interview room? (for example: notification light or communications from outside, secondary panel, wireless microphone)	Axon can install a light outside of the room to indicate that its recording. Axon can also install the client to a PPD desktop to livestream.	N/A	5
24	Briefly Describe the functionality of the software portion of the proposed solution.	<p>Axon Interview is a revolutionary system designed to leverage the benefits of both local and cloud storage.</p> <p>Axon Interview runs on your agency's local network to record interviews. When the video captured is so critical, your agency cannot trust a straight to cloud platform where a slight loss of connectivity could cause a critical failure. That is why Axon Interview solution runs on two recording servers, which both independently and simultaneously grab their own video feed and microphone feed from the sources.</p> <p>If one server fails, the second server captures everything. Now you don't have to worry that you'll lose a 15-hour confession because a server crashed. At the end of the recording, the video file will automatically begin offloading to the cloud, when the video has been fully offloaded (and authenticated with a cryptographic hash function) the file will automatically purge from the server making room for additional interviews.</p> <p>After the initial recording and authenticated upload, Axon Evidence serves as the central repository for your interview room assets. This hosted solution provides unlimited, highly available storage for your evidence with automated backup, total system redundancy, advanced security, and more. This eliminates the needs for an archive server allowing officers to quickly retrieve their interview room assets at any time, retain evidence according to your department policy, and instantly scale without investing any additional resources.</p>	N/A	5
25	How is the proposed software solution deployed and supported?	<p>Once the PPD has decided to implement Axon's Interview Room solution, initiation and planning meetings will be held in order to detail the PPD's aims, success factors, constraints and risks. They will also identify the key stakeholders, detail the solutions full capabilities to the wider stakeholder group. Site surveys will be carried out to enable pre-deployment works to be planned and then develop the detailed project plan.</p> <p>The physical deployment is broadly broken down into 5 work packages. Other tasks such as acceptance testing will occur in another stage but may for practical purposes happen directly after install. The scheduling of the tasks will be dependent on a number of factors. No two customers are the same and the Axon project manager will work with the PPD's project team to ensure all works are captured and assigned appropriately.</p> <p>Step 1: Back-Office Solution Deployed Step 2: Site Surveys Step 3: Fixed Room Pre-Work Step 4: Server and Client Software Installation Step 5: Hardware Installation</p> <p>After the physical deployment, Axon will assist with legacy data migration, acceptance testing, and training of users.</p>	N/A	5
26	Is the software web-based, application-based, or hybrid? What web browsers does the software support (if applicable)?	Axon Interview offers a local interview room solution that seamlessly integrates with Axon Evidence, Axon's cloud-based, turnkey digital evidence management platform. Axon Interview is a hybrid solution. Axon Evidence is cloud based and can be accessed from any computer with Internet access. The system also uses an Axon Interview server, client, and liver streaming software. E.com and client that needs to be installed.	N/A	5
27	How is the proposed software solution updated/upgraded? How often?	Axon Interview utilizes an update agent that queries the server to find any new updates and installs them automatically.	N/A	5

38	What file format does the proposed system save audio/video files in?	Axon Interview saves audio and video files in a MP4 file format.	N/A	5
	Is there a date/time stamp or other metadata stamp able to be added to the audio/video file?	Axon cameras can embed a visual watermark containing the date and time in the upper-right corner of captured videos.	N/A	5
40	Can the proposed solution automatically archive files to a physical medium (such as DVD, Blu-Ray, or Hard Disk)?	As part of the Axon commitment to provide a true software as a service (SaaS) offering, the cloud platform offers unlimited, highly available storage for captured assets. This allows instantaneous access to all evidence for a low, predictable cost without having to manage archived data.	N/A	5
41	Can the proposed solution manually download files to a physical medium (such as DVD, Blu-Ray, or Hard Disk) from the City's Local Network?	A user (with the appropriate permission) can download a file on Axon Evidence, and then copy it to a CD/DVD or flash/thumb drive. CDs and DVDs can be created using any DVD or CD writing software. Axon cameras record using MP4 format, which is playable without the need for proprietary software. Users can download individual files, or bulk download multiple files in an ISO or ZIP file format; either of which is suitable for removable media. This offers flexibility in packaging depending on PPD requirements.	N/A	10
42	Can the proposed solution share files to a user outside of the Local City Network? If so, how is this connection secured?	Axon Evidence provides the following methods for sharing evidence files, each allowed or prohibited by separate permission, enabling administrators to closely control access. Access lists control internal and external user access to evidence in Axon Evidence. Each piece of evidence has an access list, so you can individually manage access as needed. If the recipient with whom you wish to share evidence via an external access link does not have an Axon Evidence account, they will receive an email with a link to create an account. An account must be created to preserve the chain of custody.	N/A	10
43	If yes to above, can the user outside the Local City Network manually download the files to a physical medium (such as DVD, Blu-Ray, or Hard Disk)?	For any Axon Evidence partner agency, you can prohibit permission to share, or allow the user to download only the file or re-share it.	N/A	10
44	Can access to the software interface of the proposed system/cloud solution be granted to any user on the City's Local Network?	Axon Evidence can be accessed via any internet-connected device using the latest versions of Microsoft Internet Explorer 11, Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Edge.	N/A	10
45	Can custom user privileges and rights be set for users accessing the software interface of the proposed system/cloud solution?	Axon Evidence supports role-based authentication and authorization. Each user is assigned a role, which determines user permissions. Permissions control levels of access to features and functions in Axon Evidence.	N/A	10

50	Does the system software integrate with Microsoft Azure Government Cloud?	Axon Evidence is hosted on Azure Government Cloud.	N/A	5
51	Does the proposed solution's software include redaction software capabilities?	<p>Yes, within Axon Evidence, users can leverage our built-in redaction suite—which includes our full-featured Redaction Studio, automatic Redaction Assistant tools, and basic redaction capabilities—directly from the cloud.</p> <p>Within Redaction Studio, users can access Redaction Assistant tools if implemented as an add-on to Axon's redaction suite. The three assistant tools—including the MDT/MDC Tracker, License Plates Tracker, and Faces Tracker—can help speed up the redaction process by checking videos for common objects and automatically adding mask segments to MDT/MDCs, license plates, and faces that have been identified.</p>	N/A	10
52	What types of behavior modifications are able to be made to the system/components?	<p>Axon Evidence supports role-based authentication and authorization. Each user is assigned a role, which determines user permissions. Permissions control levels of access to features and functions in Axon Evidence. Administrators assign the roles and actions of all users and create individual user accounts with varying degrees of access, e.g., administrative accounts, basic user accounts, etc. Account administrators can customize the roles and authorization levels of each account user. This functionality was created to preserve chain of custody and to clarify what each user is permitted to do. An agency administrator can copy the permission settings from an existing role to a new role using the duplicate function.</p> <p>An unlimited number of roles can be supported and provide granular access permissions to allow you to configure the system to mirror PPD's normal operating procedures. Administrators can also add and edit roles as needed.</p>	N/A	10
53	Can a list of files be viewed in the software with the ability to search, filter and sort by date, time, room, and any metadata fields?	<p>The search functionality in Axon Evidence is designed to minimize the time spent by a user trying to locate a video file. The search interface consists of a simple layout, while still providing advanced searching capabilities and additional controls for how search results are displayed. Search results are automatically updated as users enter filter information.</p> <p>To filter search results, a user enters specific information or metadata—such as an evidence ID, owner, or date. Those entries will help reduce an agency's entire catalog of evidence down to a condensed list of relevant evidence. In addition to standard metadata filters, the Evidence Search page supports filtering evidence by agency-specific custom metadata fields within the advanced search section to narrow the results further.</p>	N/A	10

	How is the date and time synchronized with the system you are proposing? At what frequency?	The Axon Interview solution will synchronize to the time configured on the server. The time on the server may be configured via a domain controller, the NTP server, or internet.	N/A	5
67	How are the files transferred to cloud storage by the system you are proposing? At what frequency?	The recording servers, which operate with a 24/7 buffer are designed as an initial recording point only. At the end of each recording, the video file will automatically begin offloading to Axon Evidence. There is no set frequency for this to occur, the transfer automatically begins once the interview recording has stopped. When the video has been fully offloaded (and authenticated with a cryptographic hash function) the file will automatically purge from the server making room for additional interviews. Axon Evidence is a single, centralized repository for your interview room evidence as well as any other form of digital evidence PPD wishes to store.	N/A	5
68	How are files automatically purged based on retention periods by the system you are proposing? At what frequency? Is there a record of the automatic purge and file information visible in the system?	Axon Evidence administrators can create custom retention categories that determine how long a piece of evidence remains in the system before being permanently deleted. Administrators simply assign a name to indicate the charge (burglary, assault, homicide, etc.) and the desired retention period—determined by policy or state mandate—in days, weeks, years, or until manually deleted. An administrator can create an unlimited number of custom categories and will always be able to edit or delete a category after it is added to the system.	N/A	10
69	What installation of system components are included with the installation provided in your proposal?	The Axon Interview Room solution comes with all system components and installation included in our price.	N/A	10
70	What would the City be responsible for installing?	Axon will be responsible for installing our interview room solution.	N/A	10
71	Would your installers be employees of your company, or subcontracted?	Axon and ProLogic would install your interview room solution. For larger deployments, Axon typically partners with ProLogic ITS to assist with the deployment and implementation of our products.	N/A	5
72	If subcontracted installers, what company does your proposal use for the installation?	ProLogic ITS first incorporated on November 14, 2013, in Georgia and is an active Domestic Limited Liability Company in the state. ProLogic ITS has been outfitting emergency responders for approximately 7 years. As a trusted subcontractor, ProLogic has been responsible for providing installation, as well as warranty and break-fix services, for Axon and continues to act as a valuable resource for our partnering agencies.	N/A	5
73	What is the median cost (MSRP) of your Body Worn Camera Solution per device?	Axon Body 3 MSRP is \$699.	N/A	10
74	Are there any additional storage costs, software costs, or contractual costs (other than device/warranty costs) for your Body Worn Camera Solution in addition to the costs of the proposed solution?	Yes, there would be additional costs that are all based on BWC plan selected by PPD. Further, there are many options for software add-ons that PPD can select from to create a plan for BWC program tailored to PPD.	N/A	10
75	What is the failure rate of your Body Worn Camera Solution?	In 2020, the Axon Body 3 had a failure rate of less than 2%.	N/A	10
76	Does your Body Worn Camera solution integrate with the physical devices in the proposed solution?	All Axon Body 3 video evidence is uploaded to Axon Evidence, Axon's central repository for all evidence collected from our body-worn cameras, in-car cameras, and interview room solution.	N/A	5
77	Does your Body Worn Camera solution integrate with the software/cloud storage/management interface in the proposed solution?	The Axon Body 3 was designed to integrate with all of Axon's other law enforcement solutions seamlessly. All Axon Body 3 video evidence is uploaded to Axon Evidence, Axon's central repository for all evidence collected from our body-worn cameras, in-car cameras, and interview room solution.	N/A	10
78	Does the PER USER licensing included in the proposed solution also include PER USER licensing for your Body Worn Camera solution, should that solution be added at a later period within the life of the proposed contract?	The per user license included in our interview room solution does include per user licensing for our Axon Body 3 cameras. Should PPD decide to add body-worn cameras later in the life of the contract, all that would need to be purchased is the hardware and any additional software add-ons.	N/A	10
79	What additional features are offered with your Body Worn Camera System (Live View, Weapon Manipulation Recording Activation)? Please indicate costs associated with these features.	The Axon Body 3 has the ability to livestream (\$228/yr), auto activate from in-car triggers (built into In-Car Camera cost or \$279/unit), TASER energy weapons (activation built into Taser 7 or SPPM battery to older TASER CEW), or removing a sidearm from a holster (cost built into some BWC bundles or \$249/unit), multi-cam recording to get different vantage points from any Axon camera, and 18 hour video recall to retrieve video in the event of a late or non-activation of the camera.	N/A	5

91	Please provide a list of all companies acquired by your company in the Law Enforcement Video/Evidence market throughout your company's history.	<p>On May 4, 2018, Axon announced our acquisition of VIEVU, LLC (VIEVU) from Safariland, LLC (Safariland). As a component of Safariland's business, the VIEVU brand accompanied a line of body-worn cameras and a cloud-based evidence management system. The purchase price consisted of cash, stock, and stock earn-out.</p> <p>On February 9, 2017, Axon (then named TASER International, Inc.) issued a press release announcing two acquisitions to launch a new artificial intelligence group called Axon AI. The acquired technologies and teams of researchers and engineers have helped accelerate the introduction of new AI-powered capabilities for public safety. These acquisitions include:</p> <p>DEXTRO, INC – The first computer-vision and deep learning system to make the visual contents in video searchable in real-time. This technology has allowed agencies and departments to quickly isolate and analyze the most important seconds of footage from massive amounts of video data, as well as form the technology backbone of our Axon AI platform.</p> <p>MISFIT, INC. – The Computer Vision team acquired from Fossil Group, Inc.'s acquisition of Misfit, Inc. The team includes machine-vision researchers focused on improving the accuracy, efficiency, and speed of processing images and video.</p> <p>Together, these acquisitions have enabled Axon DEMS customers to gain more insight from video, photos, and audio to help improve training, operations, and community engagement. The financial terms of the transactions were not disclosed.</p>	N/A	10
92	Is your company in negotiations with any other company regarding the purchase/acquisition of part or whole of your company, or regarding the purchase/acquisition of part or whole of the company you are in negotiations with? If so, please provide information as to which company is seeking to acquire part or whole of your company, or what company you are seeking to acquire part or whole of.	No, Axon is not in any negotiations with any other company regarding the purchase or acquisition of part or the entire company.	N/A	10
93	Please provide a Client List/Reference List of clients using the proposed solution.	<p>Springfield Police Department Axon Products: Axon Body 3 BWC, Axon Fleet 2 In-Car, and Interview Room Contact Name: Michael Gardner Contact Email: Michael.Gardner@springfield.il.us</p> <p>Evanston, IL Police Department Axon Products: Axon Body 3 BWC, Axon Fleet 2 In-Car, and Interview Room Contact Name: Brian Bartz Contact Email: bbartz@cityofevanston.org</p> <p>Waukegan, IL Police Department Axon Products: Axon Body 3 BWC, Axon Fleet 2 In-Car, and Interview Room Contact Name: Robert Beach Contact Email: robert.beach@waukeganil.gov</p>	N/A	10
94	Please provide a Client List/Reference List of clients using you Body Worn Camera solution	<p>In addition to the references provided above, please see the following customer in Illinois currently using Axon's BWC solution:</p> <p>Bloomington, IL Police Department Axon Products: AB3, Fleet 2 Contact Name: Ken Bays Contact Email: kbays@cityblm.org</p>	N/A	10
95	Please provide a Client List/Reference List of clients using you In Car Video Solution	Please see the 4 references provided above that currently use Axon's In-Car camera solution as well as other Axon ecosystem solutions.	N/A	10

99	Please describe CJIS compliance for both the application and storage.	<p>Axon Evidence was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats.</p> <p>Axon acknowledges and abides by all aspects of the CJIS Security Addendum, and we are contractually committed to meeting CJIS, as the CJIS Security Addendum is included by reference into the Axon Master Services and Purchasing Agreement.</p> <p>All Axon CJIS-authorized personnel are required to complete CJIS security training in compliance with the CJIS Security Policy. Axon uses 'CJIS Online' from Peak Performance Solutions to conduct and coordinate CJIS-specific security training. Axon personnel training records are available to customers within the CJIS Online System. Any additional PPD-specific security awareness training can be conducted as required.</p> <p>In addition to security awareness training, Axon CJIS-authorized personnel have undergone state and federal fingerprint-based checks in certain states. Axon is prepared to coordinate with PPD to ensure that all Axon CJIS-authorized personnel undergo checks in alignment with the requirements of PPD.</p> <p>Axon's CJIS compliance status has been validated independently by CJIS ACE and the underlying security program is audited on at least</p>	N/A	10
100	Will the company send legal representation to present in a legal case in the event there is a court case or hearing pertaining to use and application of the proposed system requiring testimony as to the validity of their proposed technology?	<p>Axon employs experts in technology and information security, who can testify in court for PPD. Axon will send an employed expert to testify in court matters free of expert fee charges (capped at 100 hours per year and excluding reasonable travel expenses) solely in relation to the Axon Evidence product lines regarding data security and chain of custody matters. PPD must provide Axon with reasonable notice, in no event less than five business days. If PPD requires more than 100 hours per year during the term of the contract, an hourly rate will be negotiated by the parties, and travel expenses will be reimbursed by PPD at GSA per diem rates. Anything outside the scope of the expert testimony described above is subject to the Expert Witness Terms and Conditions and Fee Schedule located at https://returns.axon.com/Documents/Expert%20Fee%20Schedule.pdf.</p>	N/A	10
101	Will the company send legal representation to present in a legal case in the event there is a lawsuit pertaining to use and application of the proposed system?	<p>Yes, as stated above, Axon will provide experts in our technology and information security who can testify in court for PPD.</p>	N/A	10

CITY OF PEORIA B I D / P R O P O S A L

The executing of this form certifies understanding and compliance with the total proposal package.

PROPOSAL SUBMITTED BY:

Axon Enterprise, Inc.

03446-180630

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Peoria EEO Certificate of Compliance Number

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VP, Accounting

Name of Authorized Agent or Officer

Title

Signature of Authorized Agent or Officer

07.20.2021

Date

PLEASE MARK ENVELOPE: PROPOSAL # 10-21