

VILLAGE OF DOWNERS GROVE
Report for the Village
12/17/2019

SUBJECT:	SUBMITTED BY:
Digital Evidence Management System	Shanon Gillette Chief of Police

SYNOPSIS

A motion is requested to authorize a 5-year agreement with Axon for software and equipment for a digital evidence management system in an amount of \$134,976.11 that includes the digital recording of police interviews.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Exceptional Municipal Services*

FISCAL IMPACT

The first year costs for this purchase is \$51,560.00 in FY20. This purchase will be made using the Asset Forfeiture Fund which has funds available for this purchase.

RECOMMENDATION

Approval on the December 17, 2019 consent agenda.

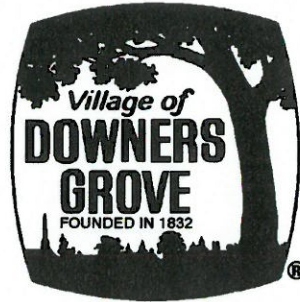
BACKGROUND

The current evidence management system is no longer under warranty and is past the useful lifecycle of the technology. Present day software and equipment allow for three interview rooms to be equipped with the latest technology and cloud based storage.

ATTACHMENTS

Contract documents

Village of Downers Grove



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Axon Enterprise, Inc.

Project Name: Digital Evidence Management
Proposal No.: RFP-0-63-2019/DC
Proposal Due: October 25th 2019 @ 10:00 a.m.

Required of Awarded Contractor:

Certificate of Insurance: No

Legal Advertisement Published: October 2, 2019

Date Issued: October 2, 2019

This document consists of 21 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

PURCHASING AGENT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6811
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

Village of Downers Grove

I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to October 25th 2019 10:00 a.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Purchasing Agent, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions

Village of Downers Grove

necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

Village of Downers Grove

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. **SEXUAL HARASSMENT POLICY**

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age,

Village of Downers Grove

physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois

Village of Downers Grove

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a

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Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

Village of Downers Grove

- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

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18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW AND VENUE

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

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23. WAIVER OF CONTRACT BREACH

- 23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

- 24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

- 25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

- 26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

- 27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

- 28.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.)

30. COPYRIGHT or PATENT INFRINGEMENT

- 30.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

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III. DETAIL SPECIFICATIONS

The Village of Downers Grove is seeking proposals for a qualified vendor to provide software and equipment for digital evidence management, to include the digital recording of interview rooms.

Equipment and services provided by the vendor shall include:

- Cloud based digital video and audio recording system for three (3) interview rooms, to include:
 - Camera and microphone equipment for each room
 - HP switching equipment
 - Touch panel digital displays outside each room (for control of each room's video and audio recording)
 - Install and set-up of all equipment and software, with instruction provided
- Equipment and software licenses, maintenance, and warranties in multi-year format
- Redundant on-site server backup having minimum RAID 1 redundancy for OS and application
- Web based access platform
- Unlimited digital cloud server space for interview room digital video and audio recordings
- Capability to upload other digital media to the cloud server, above and beyond interview room video and audio recording, to include but not limited to videos, pictures, and documents
- Other digital media storage to include at least 1TB of space
- Ability to share any digital evidence on the cloud server with the State's Attorney's Office through a digital cloud link
- Must integrate seamlessly with the TechShare platform
- Ability to create custom sorting for all digital evidence
- Ability to access and watch interview room video and audio over the Internet/via the cloud/network
- Ability to annotate video
- Ability to create redaction records on any digital video or images captured
- Integrated smart phone application for officers to capture digital evidence
- Public interface for requesting and capturing digital evidence from citizens

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- Minimum tamper-proof technology of SHA-2 hashing algorithm and chain of custody including standard reports
- Video encoding at H.264 baseline and main profile (MPEG-4 part 10/AVC), streaming compliant
- Camera security at HTTPS encrypted communication to the camera, IEEE 802.1x network access control
- Supporting protocols of IPv4/v6, FTP, CIFS/SMB, SMTP, Bonjour, UPnP
- POE support with Power over Ethernet IEEE 802.3af/802.3 at type 1
- Supports both covert or overt camera set-ups that are vandal resistant
- System software that can be installed on computer hardware of the police department's choice

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IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

Please see Axon's response to RFP on the following page.

AXON ENTERPRISE, INC.

DIGITAL EVIDENCE MANAGEMENT

VILLAGE OF DOWNERS GROVE POLICE
DEPARTMENT

RFP Number: RFP-0-63-2019/DC

Submitted By: Axon Enterprise, Inc.

17800 North 85th Street

Scottsdale, AZ 85255

Phone: 800.978.2737

October 25, 2019

ORIGINAL



AXON ENTERPRISE, INC.
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255



October 25, 2019

Purchasing Agent
Village of Downers Grove Police Department
801 Burlington Ave.
Downers Grove, IL 60515

DEAR SIR/MADAM:

Axon Enterprise, Inc. is pleased to submit the enclosed proposal for an interview room recording solution to the Village of Downers Grove Police Department (DGPD) and the City of Downers Grove. This proposal describes Axon's top-tier interview room recording system, Axon Interview, and Axon's qualifications as the leading law enforcement technology provider. We welcome the opportunity to build upon the strong foundation we've established through our current Conducted Energy Weapon (CEW) partnerships.

Your solution's provider should understand and support your goals for its implementation. Axon is the leading provider of law enforcement technology; our primary purpose is to help you achieve your goals and advance the efforts of law enforcement through technology wherever possible.

Axon Interview supports both covert and overt cameras to best suit your needs. The system captures redundant, high-quality video and audio recordings you can stream from anywhere on your network. Axon Interview stores completed interviews on Axon's CJIS-compliant digital evidence management software, Axon Evidence. All data is encrypted and tracked by Axon Evidence's comprehensive, tamper-proof audit trail to maintain chain of custody.

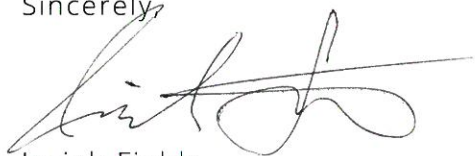
Some additional benefits you'll receive as an Axon Interview partner today are:

- ▶ Expert installation, training, and support
- ▶ 24/7 buffering
- ▶ Pre- and Post-interview recording options
- ▶ Touch-screen software
- ▶ Custom metadata management
- ▶ Real-time bookmarking, annotation, and comment features
- ▶ Motion-triggered recording capabilities
- ▶ Video and audio masking functionality to protect privileged interactions
- ▶ Axon Evidence DEMS and native data management tools
- ▶ Monthly software upgrades
- ▶ Unlimited cloud-based storage
- ▶ Immediate video access

Axon has developed, expanded, and enhanced its technology over time to build a fully integrated platform with direct input from law enforcement agencies around the world. To date, we've partnered with over 7,500 agencies to deliver industry-leading digital evidence capture solutions and our offerings will only get stronger as we continue developing new products and features to meet the evolving needs of the law enforcement and public safety community.

If you have any questions regarding our proposal pricing or products, please contact our Proposal Manager, Veronica Lorenzen at 480-515-6311 or vlorenzen@axon.com. Thank you for your consideration; we look forward to continued conversation with the DGPD.

Sincerely,

A handwritten signature in black ink, appearing to read 'Isaiah Fields', with a long horizontal flourish extending to the right.

Isaiah Fields

SVP, General Counsel and Corporate Secretary

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EXECUTIVE SUMMARY

The needs of our law enforcement customers guide our work, as is clearly illustrated in the design of Axon Interview, our in-precinct evidence capture solution. We have found that the challenges faced by our customers center around three things: the quality of evidence captured, the ease of managing that evidence, and the security of data storage and backup.

The safety of your community relies on your ability to effectively gather and work with evidence related to criminal investigations. With that in mind, Axon has designed evidence capture and management methods that address the three primary challenges mentioned above. The Axon Interview solution combines cutting-edge interview room recording technology with the digital evidence management capabilities of Axon Evidence—a secure, cloud-based repository for all your evidence.

HIGH-QUALITY EVIDENCE CAPTURE

There is no discounting the importance of quality when it comes to digital evidence capture. Axon and the interview room development team spent countless hours designing a solution to deliver technology that doesn't compromise on quality for the sake of cost or usability. Our cameras are offered in several overt and covert configurations to capture multiple perspectives, and each one will give you the detail and reliability required by your stakeholders for your digital evidence.

Axon goes beyond simply delivering you the hardware you need for interview room evidence capture—we deploy and support a law enforcement-grade solution. It's a solution that not only meets your evidence capture needs, but also your goals for managing that evidence easily.

MANAGING EVIDENCE WITH EASE

The technology infrastructure of the Axon Interview solution is Axon Evidence, a cloud-based digital evidence management software accompanied by built-in onsite redundancy for even more peace of mind. All you need to access a comprehensive evidence management toolkit is an internet browser. Axon Evidence offers powerful data searchability, integrated redaction, transcription services, automatic retention period assignment, unlimited categories, configurable user profiles, and many other advanced features. All activity is tracked by a full audit trail in the CJIS-compliant Axon Evidence platform.



Axon Interview Room

CAPTURE THE CONVERSATION
FROM ALL ANGLES



Axon Evidence makes interview recordings more accessible to your agency users, which makes your users more productive. Your evidence can now be uploaded, viewed, clipped, redacted, and shared by any authorized user. You can also live stream from up to four cameras at the same time.

DATA BACKUP AND STORAGE SECURITY

Security is the most important part of managing your evidence. Chain of custody considerations require that your selected technology solution work for you, not against you. The Axon Interview solution keeps your evidence data secure, from capture to courtroom.

Onsite data redundancy ensures that your cameras never miss a moment of critical evidence. Axon Interview leverages your agency's local network to record interviews, using two recording servers. Once the interview is done, the footage will automatically trigger offload to Axon Evidence. Within Axon Evidence, your evidence will be available for your management, retrieval, and sharing within our CJIS-compliant infrastructure.

THE AXON DIFFERENCE

Any vendor can install recording hardware in a room, but only Axon can deliver a system worthy of law enforcement with professional-grade hardware and a feature-rich digital evidence management solution (DEMS). Our networked, redundant interview application delivers the reliability and security required for your work to be impactful and efficient. Our experience is extensive and our willingness to respond to the needs of our partners is unmatched. The knowledge of our team defines the key difference between us and our competitors.

The Axon team has worked diligently for approximately 26 years developing and deploying sustainable law enforcement technology solutions that make a difference to all stakeholders involved, including the officer, supervisor, administrator, prosecutor, and citizen. It is the company's intention to evolve this work for years to come in collaboration with our partner agencies throughout the world.

RECORD, ORGANIZE, AND STREAM CRUCIAL MOMENTS
WITH REDUNDANT, HIGH QUALITY VIDEO AND AUDIO TECHNOLOGY



AXON & AXON EVIDENCE STATISTICS

- ▶ 7,500+ police agencies connect to the Axon platform through Axon body-worn cameras and TASER weapons
- ▶ 48 members of the Major City Chiefs Association, representing the largest cities in the US and Canada, have deployed Axon cameras and Axon Evidence
- ▶ 347,200+ cumulative Axon Evidence licenses booked
- ▶ 52+ petabytes of data on Axon Evidence

48

MEMBERS OF THE MAJOR CITY CHIEFS ASSOCIATION,
REPRESENTING THE LARGEST CITIES IN THE US AND CANADA,
HAVE DEPLOYED AXON CAMERAS AND EVIDENCE.COM



RFP RESPONSE

For the convenience of DGPD, Axon has provided a response to your RFP requirements in the following format.

III. DETAIL SPECIFICATIONS

Cloud based digital video and audio recording system for three (3) interview rooms, to include:

Camera and microphone equipment for each room

HP switching equipment

Touch panel digital displays outside each room (for control of each room's video and audio recording)

Install and set-up of all equipment and software, with instruction provided

The included hardware for the Axon Interview solution includes the following components.

- ▶ **Axis IP Cameras** – The solution can support up to two cameras per room; both covert and overt cameras are available.
- ▶ **Louroe Microphones** – The microphones will be plugged into the cameras and receive their power from there.
- ▶ **Evo Touch Panels** – Touch panels will be mounted outside of each interview room and will communicate with the redundant recorders throughout the network. The interview will be started and stopped from the touch panel.
- ▶ **Cisco or HP POE Switches** – The cameras will be plugged into a POE switch, receiving their power and communicating with the recording software. 24-port and 8-port POE switches are available.
- ▶ **Orion Redundant Recording Servers** – Axon Interview is installed on two recording servers, which both independently and simultaneously grab their own video and microphone feed from the source. In the event one server fails, the second server independently captures everything, ensuring you won't lose any footage.

Our proposal includes installation and set-up of all equipment and software, as well as instruction of users and administrators.



Equipment and software licenses, maintenance, and warranties in multi-year format

All software licenses, maintenance, and warranties are included in our Cost Proposal. We are proposing a 5-year extended warranty to best protect your investment. In regards to Axon Evidence, the two components of our cost structure include:

1. **Licensing** – Axon Evidence is licensed on a per user basis. A license is what allows a user to access either Basic or Pro Axon Evidence features. Our quote includes 70 Basic and 5 Pro (Administrator) licenses. The differences between the two licenses are detailed in the following table.

PLANS	BASIC	PRO
INCLUDED STORAGE	10GB	30GB
Evidence Sync	✓	✓
Dock-Automated Video Upload	✓	✓
Secure File Storage	✓	✓
Axon Capture App & Axon View Apps	✓	✓
GPS Mapping of Captured Media	✓	✓
File & Case Sharing	✓	✓
Video Clips & Markers	✓	✓
Custom User Roles & Categories	✓	✓
Automatic File Deletion Schedules	✓	✓
Bulk Reassign, Share, Edit	✓	✓
Single Sign-On (SSO)	✓	✓
Video Redaction		✓
Group Monitoring		✓
Agency Usage Reports		✓
Advanced Device Analytics		✓
Axon Device Manager		✓
Human Paid Transcription		✓
Multicam Playback		✓
Restricted Evidence		✓
Axon Citizen 1.1		✓
Standard Redaction Studio		✓
Two Axon Camera Upgrades		
Full Axon Camera Warranty		
Unlimited HD Storage*		

2. **Storage** – Axon Evidence allows you to easily scale the amount of stored data with two, clear options for storage costs. You can pay on an a la carte basis, or you can pay for unlimited storage of Axon-captured assets. Our quote includes the unlimited option.



Redundant on-site server backup having minimum RAID 1 redundancy for OS and application

The Axon Interview solution utilizes two on-site servers that simultaneously record independent video and audio feeds from the interview room. These servers have 2 drives configured in RAID 1 (disk mirroring). If one server fails, the second server acts as a backup. The redundant recorders allow interviews to continue in the event of internet or connectivity issues. The footage will then be uploaded to Axon Evidence when the network is back online.

The system also utilizes 24/7 buffering that will allow not the retrieval of recordings from an entire 24-hour period if needed.

Web based access platform

Axon Interview is a cloud-based, turn-key solution. Onsite components are provided and supported by Axon. Post-recording, videos will be uploaded to our cloud-based DEMS, Axon Evidence, that only requires the use of a modern web browser for access.

Unlimited digital cloud server space for interview room digital video and audio recordings

The recording server is capable of storing over 720 hours of video and is meant to be an initial recording point only. 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.

Unlimited storage will be available on Axon Evidence for your post-interview storage needs.

- ▶ **Application Storage** – Axon Evidence offers highly scalable, turn-key storage as part of the Software as a Service offering. The application provisions and manages storage automatically, and all storage is hosted within the infrastructure, that is accessible via a standard web browser.
- ▶ **Storage Growth and Retention** – Axon Evidence uses secure object storage on an as-needed basis. This has huge benefits over an on-premise solution in that DGPD can scale to unlimited quantities of evidence data without the need for expensive, proprietary storage arrays. Additionally, DGPD will only pay for storage that is being used.



Capability to upload other digital media to the cloud server, above and beyond interview room video and audio recording, to include but not limited to videos, pictures, and documents

Documents and non-supported digital media types can be uploaded and managed in Axon Evidence; however, online preview features are not available for unsupported file types. These file types are typically proprietary formats that require custom players.

These file types can be downloaded from Axon Evidence and saved to a local drive, burned to a disc, copied to a USB drive, or saved to a PC with the required player.

DGPD can ingest and store video, photos, files, and data from other mediums and store them independently or group them around larger case. When you import an evidence file, Axon Evidence classifies the file by its file type extension, such as .jpg, .mp3, and .docx. You can filter evidence searches by file type. If Axon Evidence does not recognize a file extension, it classifies the file as "Other."

SUPPORTED FILE TYPES

Axon Evidence is source agnostic and can house virtually any file type.

DOCUMENTS, VIDEOS, AND AUDIO FILES

DOCUMENTS			VIDEO FILES			AUDIO FILES		
TYPE			EXTENSION			MIME TYPE		
Axon Evidence can house virtually any digital document type. However, online preview is only supported for PDF.			.avi*			video/avi		
			.fli			video/x-fli		
			.mov			video/quicktime		
			.movie			video/x-sgi-movie		
			.mpe			video/mpeg		
			.mpeg			video/mpeg		
			.mpg			video/mpeg		
			.qt			video/quicktime		
			.m4v*			video/x-m4v		
			.webm			video/webm		
			.ogv			video/ogv		
			.mp4			video/mp4		
			.wmv			video/x-ms-wmv		

*The .avi and .m4v file formats are container file formats. Because it is possible for them to contain unsupported media files, it is possible for files in these formats to be valid but unsupported by the native media player.



PHOTOS

Image evidence files are still images, such as scanned photographs, digital pictures, and screenshots. You can upload and store virtually any photo file type in Axon Evidence; you can view and edit JPEG, JPG, GIF, PNG, BMP, HEIC, TIF, TIFF, CR2, CRW, ARW, SR2, SRF, NEF, NRW, and ORF photo files within the application. Photo editing tools for cropping, rotating, adjusting brightness and contrasts can be used on these file formats as well. Photos are exported from Axon Evidence in the format in which they were uploaded. For example, if the original photo evidence is uploaded as an JPEG, it will be downloaded from Axon Evidence as a JPEG.

As part of the 2019 roadmap, improving Raw Image support and further enhancements to the photo management tools will be included in Axon Evidence.

PROPRIETARY AND EXOTIC VIDEO AND AUDIO FILES

Certain vendors prefer to use non-standard, proprietary video and audio formats, preventing playback from any software other than the vendor's, as they require licensing for custom players. While proprietary and exotic files cannot be played back in Axon Evidence, DGPD can still store, manage, group them into cases, as well as share the files.

Other digital media storage to include at least 1TB of space

Our quote includes 1000 GB of Evidence.com Storage, which is equivalent to 1TB.

Ability to share any digital evidence on the cloud server with the State's Attorney's Office through a digital cloud link

Access Lists to control internal and external user access to evidence in Axon Evidence makes sharing simple. Each piece of evidence has its own access list, so you can individually manage access as needed within your agency. Access Lists also control access to Axon Evidence by users outside your agency. This is particularly useful for FOIA and public records requests, as well as sharing files with prosecutors and public defenders. You can share evidence with external users and any Axon Evidence partner agencies.

There are a few ways to share evidence with external users and Axon Evidence partner agencies, prosecutors, and public defenders.

SHARING VIA EXTERNAL ACCESS LISTS

You can add external users to an external access list for multiple evidence files at the same time. The external access list allows you to share evidence with other users of Axon Evidence that are outside your agency. You should use external access list when you need to require that evidence is only available to users who sign in to Axon Evidence. You can control whether users you share evidence with can view the evidence, download the evidence, view the audit trail of evidence, and share the evidence with others.



The external access list grants each user the same permissions to the shared evidence. If you need to grant different permissions to different users, perform this procedure once for each set of users to whom you want to grant the same permissions.

Axon Evidence emails each user whom you shared the evidence with, notifying them that the evidence is available to them.

Removing a sharing invitation and changing sharing expiration date cannot be done in bulk. If you need to perform these tasks, you must perform it for each file.

When adding an external user to the access list for a file or case, you may enable or disable the following permissions. The 'View' permission will automatically be checked and cannot be disabled.

- ▶ Download
- ▶ View Audit Trail
- ▶ Post Notes
- ▶ Allow Users to Reshare
 - ▶ Never
 - ▶ Reshare Download
 - ▶ Reshare All
- ▶ Duration – In the Duration box, type the number of days that the evidence is to be available to the users you share the evidence with.

PERMISSIONS

- ☒ View
- ☐ Download
- ☐ View Audit Trail
- ☐ Post Notes

ALLOW USERS TO RE-SHARE

DURATION

PRESERVING CHAIN OF CUSTODY

If the recipient with whom you wish to share evidence does not have an Axon Evidence account, they will receive an email with a link to create an account. An Axon Evidence account must be created to preserve the chain of custody and ensure the video is not shared or altered.



MANAGING EVIDENCE FROM CAPTURE TO COURTROOM



Prosecuting attorneys working with agencies already using Axon Evidence are provided with standard licenses at no cost. Creating an Axon Evidence account for the prosecutor's office allows your agency to share evidence with the click of a mouse. The prosecutor's office will have its own copy of the evidence to manage with access controls and retention policies separate from your agency.

Sharing through the application is much less expensive than burning video files to DVDs and manually delivering them to the prosecutor's office and files can be shared during discovery. This instantaneous and secure method of e-disclosure is saving agencies all over the country from unnecessary costs and wasted resources.

Must integrate seamlessly with the TechShare platform

Axon Evidence should have no trouble integrating with the TechShare platform, provided that TechShare allows application programming interface (API) integrations. Axon provides a powerful API tool within the Axon Evidence Partner API (Partner API), which allows Axon to utilize Representational State Transfer (REST) architecture to provide access to all primary Axon Evidence objects. The Partner API is accessible over and requires the use of HTTPS protocol, satisfies all guiding constraints for RESTful API architecture, and follows RESTful Open API standards.

PARTNER API CLIENTS

Partner API calls are transacted by API clients, which are established and configured by authorized users in Axon Evidence under Admin > API Settings. The API Settings page allows administrators and authorized users to initiate the creation of new API clients.

The API Access Clients page, accessible from the API Settings page, contains settings to create, view, and delete API client configurations. The configurations made on the API Access Clients page ensure API clients can take only authorized actions and that developers building API clients on behalf of the agency can access only the types of data that their projects require. Note that API client configurations are not modifiable (if modifications are required, you simply create a new API client).



AUTHENTICATION AND AUTHORIZATION

When you create an API client and configure its access settings, Axon Evidence provides the following information for the API client to use in its API requests:

- ▶ Secret – a password the API client uses in its calls to authenticate its identity to Axon Evidence
- ▶ Client ID – a unique ID assigned to the API client
- ▶ Partner ID – the unique ID assigned to your Axon Evidence agency (also referred to as your Agency ID)

Before an API client can make a Partner API request, it must request a token using the client Secret, Client ID, and Partner ID, following the guidelines provided in the Axon Evidence Partner API Guide (provided post-NDA). For authentication of API clients, Axon Evidence uses OAuth2/OpenID Connect access tokens, a leading mainstream mechanism. For authorization of API clients, it uses JSON Web Tokens. An authenticated API client will only pass the authorization for actions allowed under the Client Access Settings.

PARTNER API CALLS

The Partner API provides programmatic Create, Read, and Update access to all primary Axon Evidence objects. Axon Evidence objects are:

- ▶ Users
- ▶ Evidence
- ▶ Cases
- ▶ Inventory
- ▶ Reports
- ▶ Groups*

*The Partner API also supports Delete access for Groups objects.

An API client can submit API calls for one-time actions and updates to objects and recurring process updates. For any action taken by the API client, Axon Evidence logs audit events to evidence, case, and device objects, just as it does for actions taken by a user, to maintain a complete audit trail. For API calls, the Client ID represents the acting user.

Ability to create custom sorting for all digital evidence

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, as well as additional controls for how search results are displayed. Search results are automatically updated as users enter filter information.



Users begin by providing specific criteria (metadata) such as ID, owner, date, etc. to filter the search results. Those filters are used to reduce the agency's entire catalog of evidence down to a short list of relevant evidence. In addition to standard metadata filters, Evidence Search supports filtering evidence by agency-specific custom metadata fields within the advanced search section.

STANDARD EVIDENCE SEARCH FIELDS

The screenshot shows the Evidence Search interface. At the top is a navigation bar with tabs: EVIDENCE, CASES, INVENTORY, REPORTS, ADMIN, and HELP. Below this is a sub-navigation bar with tabs: ALL EVIDENCE, MY EVIDENCE, SHARED EVIDENCE, EVIDENCE MAP, IMPORT EVIDENCE, and CITIZEN EVIDENCE. The main search area contains several input fields: ID, TITLE, USER OR GROUP, DATE (with Start and End sub-fields), CATEGORY (a dropdown menu), and TAG (a dropdown menu). Below these fields are three buttons: SHOW ADVANCED SEARCH, RESET FILTERS, and SEARCH.

- ▶ **ID** – Limits search results to evidence whose ID includes the characters you enter in the ID box. You can also enter “None” as the search term to find evidence that does not have an ID.
- ▶ **Title** – Limits search results to evidence whose title includes the characters you enter in the Title box.
- ▶ **User or Group** – Limits search results to evidence owned by a user or members of a group specified. If the user clicks My Evidence, then their name is automatically entered in the User or Group filter.
- ▶ **Date** – Limits search results by either the recorded, uploaded, or deletion date of evidence, as selected. You must also specify a date range by using the From and To boxes, else the search is not limited by date range. Search results are inclusive of the dates specified. You can also specify the date range:
 - ▶ **From** – The start of the date range. If the From box is empty, the date range begins with the earliest date.
 - ▶ **To** – The end of the date range. If the To box is empty, the date range ends with today.
 - ▶ **Time** – Users can include time, in hour and minute increments, with the Start and End parameters in the Date search filter.
- ▶ **Category** – Limits search results to evidence that is assigned to the category that you select. By default, search results include evidence assigned to any category, including uncategorized evidence. You can also enter “None” as the search term to find evidence that does not have a category.
- ▶ **Tag** – Limits search results to evidence whose tags includes the characters you enter in the Tag box. You can also enter “None” as the search term to find evidence that does not have a tag.



ADVANCED EVIDENCE SEARCH FIELDS

If a user requires more granularity in their search, they can click “Show Advanced Search” and they will have additional search criteria options.

The screenshot displays the Axon Evidence Search interface. At the top, there is a navigation bar with tabs: EVIDENCE, CASES, INVENTORY, REPORTS, ADMIN, and HELP. Below this, a secondary navigation bar shows categories: ALL EVIDENCE, MY EVIDENCE, SHARED EVIDENCE, EVIDENCE MAP, IMPORT EVIDENCE, and CITIZEN EVIDENCE. The main search area contains several filter sections:

- ID:** A text input field.
- TITLE:** A text input field.
- USER OR GROUP:** A text input field.
- DATE:** A date range selector with 'Start' and 'End' fields.
- CATEGORY:** A dropdown menu.
- TAG:** A dropdown menu.
- FILE TYPE:** A list of checkboxes: Video, Audio, Document, Image, Firing Log, and Other. All are checked.
- STATUS:** A list of checkboxes: Active, Processing, Queued for Deletion, Excluded, Deleted, Declined, and Pending Triage. Only 'Active' is checked.
- USER ASSOCIATION:** A list of checkboxes: Uploaded By, Owner, and Access List. 'Uploaded By' and 'Owner' are checked.
- DATE TYPE:** A list of checkboxes: Recorded On, Uploaded On, and Deleted On. 'Recorded On' and 'Uploaded On' are checked.
- FLAG:** A list of checkboxes: Flagged and Not Flagged. 'Flagged' is checked.
- DEVICE SERIAL:** A text input field.
- VEHICLE:** A text input field.
- MOUNT ORIENTATION:** A dropdown menu.

- ▶ **File Type** – Limits search results to the file type selected (e.g. video, audio, image). By default, search results include all file types. You select from the following:
- ▶ **Status** – Limits search results to evidence whose status matches the status selected (e.g. active, processing, queued for deletion). By default, evidence searches are limited to evidence with a status of Active.
- ▶ **User Association** – Limits search results to evidence that was uploaded by the specified user OR is owned by the specified user. Selecting both will show evidence that was uploaded or is owned by the specified user.
- ▶ **Date Type** (recorded on, uploaded on, deleted on)
- ▶ **Flag** – Limits search results to evidence whose flag status matches the flag status selected.
- ▶ **Device Serial Number** – This allows you to narrow your search results to evidence from a particular device and take advantage of evidence search bulk actions.
- ▶ **Vehicle ID** – Limits search results to evidence from a particular vehicle. Note that this field only appears if your agency uses Axon Fleet and a vehicle has been added to your account with the Vehicle Configuration.
- ▶ **Interviewee, Interviewer, Interview Type** – Search for an interview by the name of the suspect, interviewer name or badge ID, or by interview type.

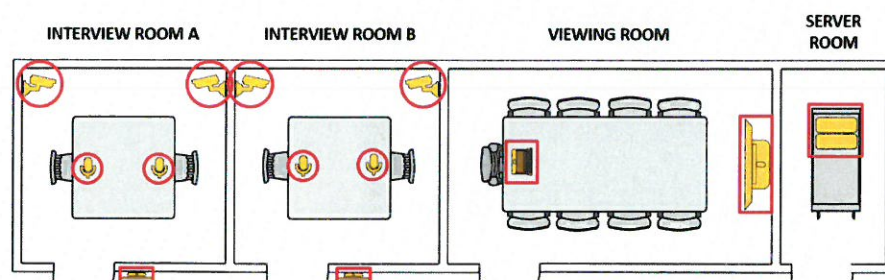
SORTING AND FILTERING SEARCH RESULTS

By default, search results are sorted by Recorded On; however, users can also select one of the following filters: ID, title, owner, uploaded by, uploaded on, recorded on, category, and status.



Ability to access and watch interview room video and audio over the Internet/via the cloud/network

The system supports live streaming 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 workstation (in alignment with the rights and user privileges set within Axon Evidence).



A two-interview room configuration with a separate viewing room

MULTI-CAMERA VIEW

DGPD can view up to four cameras at the same time and then select one camera of interest, as shown here.





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



LIVE STREAMING SECURITY FEATURES

Viewing permissions are configurable to ensure only those who need access can view the live interview. To prevent unauthorized viewing, the system generates a streaming password for remote viewers to enter before gaining access to the live interviews. DGPD can also restrict the ability to live stream by only installing the streaming application on a PC belonging to an administrator.

Ability to annotate video

With Axon Interview, finding that key piece of dialogue takes moments, not hours. Custom metadata categories allow agencies to organize evidence in a way that works for them. Officers monitoring the interview can enter notes in real-time from the Axon Interview application. The application is installed on the touch panels and allows officers live viewing the interview to add metadata (notes) throughout the recording.

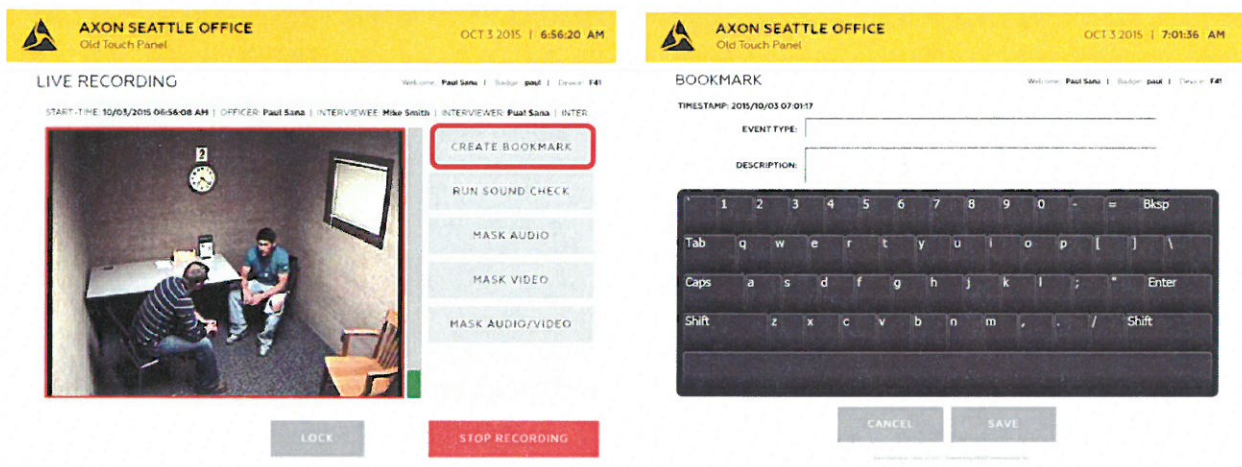
The Axon solution also supports the addition of markers to indicate important video segments and annotate notes as a reference. These markers can be added either during an interview or once the interview is uploaded to Axon Evidence. This information is automatically ingested into Axon Evidence along with the recording.



DURING AN INTERVIEW

To add notes to a specific frame of video will allow an officer to easily jump to a certain moment up playback, Axon Interview supports the addition of bookmarks.

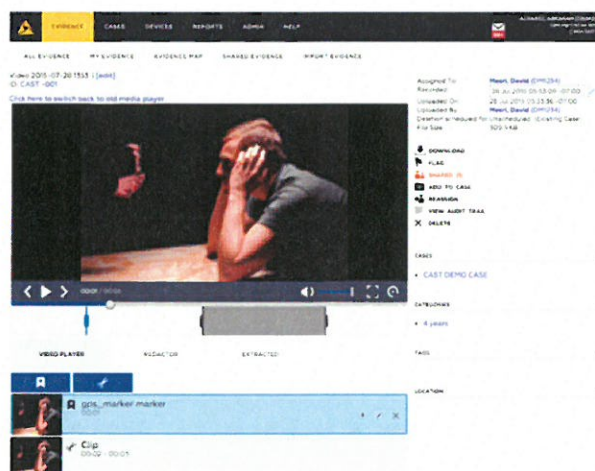
From the touch panel, a user can select Create Bookmark. This will timestamp an exact moment of the video and prompt the user to enter a description of the event. This feature can save officers countless hours of watching interviews and allows them to quickly find key moments.



AFTER UPLOAD TO AXON EVIDENCE

Once the interview is complete, it will be uploaded to Axon Evidence. Users with proper rights/privileges will be able to review the video files and add any additional metadata from Axon Evidence.

Users can use markers to indicate key moments or highlight important aspects of a video or audio evidence file. You can also use the Add Marker feature if you want to save a photo or screenshot of a particular frame of the video.





Prior to downloading the marker, you can specify options such as whether the title and description appear on the downloaded image.

- ▶ Adding markers - Move the scrubber/slider in the video viewer to the exact point or frame for which you want to create a marker.
- ▶ Enter a Title and Description for the marker. This will help in future reference, for example when you want to display or share the video. You can enter up to 60 characters for the Title and 250 for the Description.
- ▶ Click Add Marker once you are done creating and editing the Marker.
- ▶ After you click Add Marker, the marker Title appears under the Markers section. An orange marker icon will also be displayed on the video scrubber. The Marker details appear on the video player along with the Edit and Delete links. The Time code of the Marker will also be displayed.
- ▶ You can control whether the scrub bar, located below the video image, shows red icons for each marker. The controls for working with markers and clips appear below the scrub bar. The following figure the controls that appear when a media file has one marker and one clip.

Ability to create redaction records on any digital video or images captured

Axon Evidence features a full redaction suite natively within the application allowing users with permission the ability to redact what can be seen and heard in video evidence files. Axon Evidence never alters the original video evidence file when you create a clip or a redaction. Note that video redaction is a feature available with Pro Axon Evidence licenses (not available with Basic licenses).

Axon Evidence offers manual redaction (including video and audio), automated redaction and skin blurring redaction. Additionally, a bulk redaction feature is also available to assist with completing FOIA requests.

REDACTION STUDIO TOOLS

Redaction Studio tools include options for frame-by-frame manual redaction, spray paint redaction (manual redaction during playback), real-time object-tracking redaction, and audio redaction. These options can be used separately or together. Redaction studio tools are accessed from a dedicated window (separate from the media player). This provides more space to work, is less congested, and works more like a professional video editing tool.

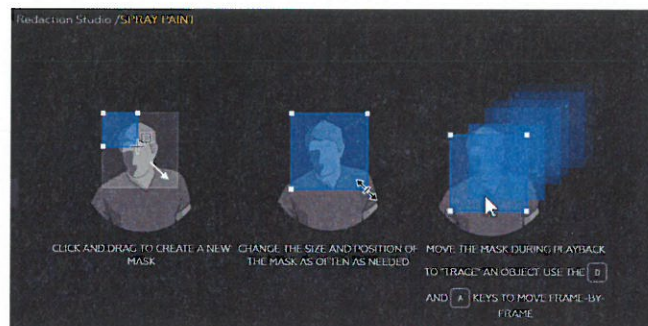
FRAME-BY-FRAME MANUAL REDACTION

While the manual redaction techniques are generally more tedious than automated approaches, they are still extremely important, as they provide users with the ability to make very precise, granular redactions and edits. A rectangular mask area on the video defines the objects that are redacted in a continuous segment of video frames. Video mask height, width, and duration are user-configurable. You can also adjust the blur levels of a mask.



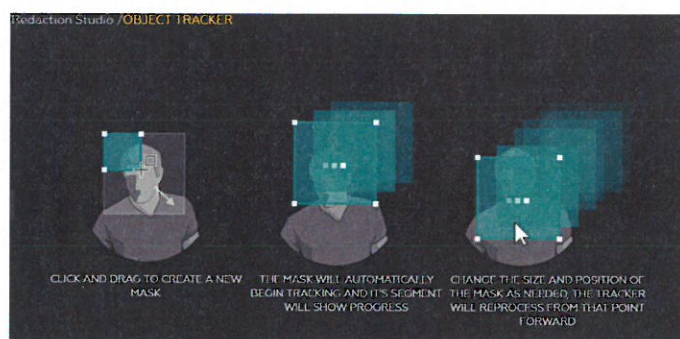
SPRAY PAINT TOOL

After placing a manual mask covering the desired object, you can click and hold on the mask and then use the mouse to follow the object you want to redact during video playback at normal or half speed. This option can reduce the amount of time needed to create a manual redaction but might not be useful in situations where the object dramatically changes position.



OBJECT TRACKER

The system begins processing the object tracking from the mask and you can playback the video to observe the results. If, during playback, the object-tracker mask does not cover the intended subject, you can stop the video and reposition and resize the mask to enhance the object-tracker mask processing. The system processes the updated information each time the mask is repositioned or resized. This allows the user to always be working on the final project and improves the overall accuracy of the object-tracking processing.



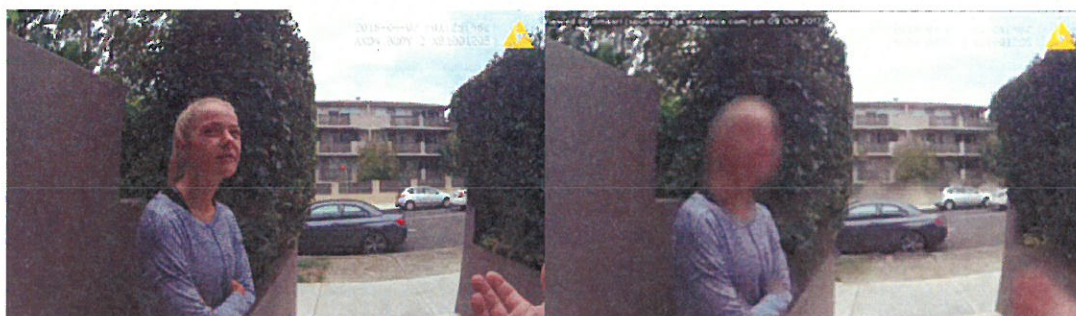
AUDIO REDACTION

Users can redact audio just as they redact video, resulting in a complete removal of the audio track for the duration specified. Users can also redact the audio or different portions of the same video by pressing the "Add Mask" button.



SKIN BLURRING REDACTION

The skin blurring tool allows you to select the level of skin blurring; during processing, the redaction algorithm searches for skin tones throughout the video and blurs them to the selected level. Once the desired blur level is selected, the video will be automatically processed, and the user will receive an email notification when the process is complete. The skin of all persons in the video will be blurred based on the level selected prior to processing.



BULK REDACTION

Bulk redaction creates a copy of the original videos and applies a blur filter over the entire video automatically. It can also remove audio for the duration of the footage. The blur over the entire video allows requestors to see what happened in the video without potentially revealing personally identifiable details such as faces, addresses, or license plates. This presents an opportunity for agencies to fulfill the public disclosure request in the least amount of time.

PHOTO EDITING

You can view and edit JPEG, JPG, GIF, PNG, BMP photo file types in Axon Evidence as described below. Axon Evidence media tools include important features for working with image evidence files. The photo edit feature enables users to crop and rotate images, in addition to adjusting the brightness and contrast of images. From a photo edit, users can extract a new image evidence file that incorporates the edits, leaving the original image evidence file unaltered. The following edits can be applied to a photo.

- ▶ Rotate image
- ▶ Crop image
- ▶ Adjust brightness
- ▶ Adjust contrast



Integrated smart phone application for officers to capture digital evidence

Axon Capture streamlines the evidence collection process by harnessing the power of the modern smart phone to capture digital evidence. It allows officers to capture photos, videos, and audio recordings using the technology already in their pocket, with the security and organization to protect truth.

The app eliminates the need to carry three separate devices for photo, video, and audio recording. Metadata including ID, titles, evidentiary categories and GPS coordinates can be added to any recordings and synced to your agency's Axon Evidence account right from the scene. Officers can upload files from smart phones in the field to their agency's Axon Evidence account over a data connection or Wi-Fi.

MOBILE MEDIA MANAGEMENT

- ▶ Leverages smartphone features for digital evidence recording
- ▶ Photos and videos are automatically tagged with GPS data
- ▶ Metadata can be added directly from the scene
- ▶ Integration with desktop Axon Evidence platform is seamless
- ▶ Once uploaded to Axon Evidence, the files are deleted from the device, preventing the risk of a subpoena.



Public interface for requesting and capturing digital evidence from citizens

Axon Citizen makes it easy for members of the public to submit photos, videos, and other digital files related to an incident, and for your agency to manage that content in Axon Evidence. This technology-based collaboration between law enforcement agencies and the citizens they serve will support community relations and help lead to more informed and successful prosecutions. Axon Citizen consists of two services—Axon Citizen for Officers and Axon Citizen for Communities.

Axon Citizen for Officers facilitates one-on-one officer evidence collection from witnesses in the field, typically via smart devices. Axon Citizen for Communities allows agencies to solicit and collect evidence from the community at large through secure public portals.

HOW IT WORKS

With Citizen for Officers, users issue individual invitations via text or email containing links that witnesses can use to upload potential evidence files. With Citizen for Communities, agencies set up and announce public portals through which community members can request text links to submit files to the agency.



All submissions are scanned for viruses and then go straight into Axon Evidence with your agency's other files, eliminating any need to download, print, or transfer content to a USB drive, and submit it to the evidence locker. All submissions will be automatically categorized and searchable within Axon Evidence to simplify case building.

Axon Citizen's triage tool in Axon Evidence allows the officer reviewing submissions to decide which content to accept or decline quickly.

Video encoding at H.264 baseline and main profile (MPEG-4 part 10/AVC), streaming compliant

Video encoding is H.264 baseline and main profile (MPEG-4 part 10/AVC), streaming compliant.

Camera security at HTTPS encrypted communication to the camera, IEEE 802.1x network access control

Camera security is HTTPS encrypted communication to the camera, IEEE 802.1x network access control.

Supporting protocols of IPv4/v6, FTP, CIFS/SMB, SMTP, Bonjour, UPnP

Axon Interview supports the following protocols:

- ▶ IPv4/v6
- ▶ FTP
- ▶ CIFS/SMB
- ▶ SMTP
- ▶ Bonjour
- ▶ UPnP

POE support with Power over Ethernet IEEE 802.3af/802.3 at type 1

POE support is Power over Ethernet IEEE 802.3af/802.3at type 1.

Supports both covert or overt camera set-ups that are vandal resistant

The Interview Room solution supports both covert and overt cameras, and all cameras offer excellent vandal resistance. Our current solution includes overt cameras. If DGPD would like to utilize covert camera options, this can be discussed during our final scoping call. Our quotation would need to be adjusted to reflect this difference.



Axon offers two covert camera housing options; a fire strobe or motion sensor. Axon Interview can be triggered to activate a recording based on motion/movement within the room. Cameras can also be installed in interview room vents if desired.



Overt models are also available, as seen here.



Axon looks forward to customizing DGPD's solution and requests a final scoping call to ensure that the components best fit your needs.

System software that can be installed on computer hardware of the police department's choice

The Axon Interview application is generally installed on touch panels that are mounted outside of the room. This eliminates the need for users to manage the interview recording process from separate PCs. If desired, DGPD can also install the Axon Interview application on a PC allowing officers to login on their desktop and select an interview room.

APPENDIX

PROTECT LIFE





AXON

Downers Grove Police Dept. - IL

AXON SALES REPRESENTATIVE

Connor Duffy

cduffy@axon.com

ISSUED

12/10/2019



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

Q-171568-43809.925CD

Issued: 12/10/2019

Quote Expiration: 12/31/2019

Account Number: 109806

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Jeremy Thayer
Downers Grove Police Dept. - IL
825 BURLINGTON AVE.
Downers Grove, IL 60515
US

BILL TO

Downers Grove Police Dept. - IL
825 BURLINGTON AVE.
Downers Grove, IL 60515
US

SALES REPRESENTATIVE

Connor Duffy
Phone:
Email: cduffy@axon.com
Fax:

PRIMARY CONTACT

Jeremy Thayer
Phone: 1-708-525-8461
Email: jthayer@downers.us

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50070	AXON TOUCH PANEL SOFTWARE	3	1,500.00	1,500.00	4,500.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2	1,750.00	75.00	150.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	3	1,188.00	1,188.00	3,564.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	70	180.00	180.00	12,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	700	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.75	750.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	2	900.00	0.00	0.00
12332	AXON AIR, EVIDENCE.COM ADD-ON LICENSE: 5 YEAR	2	0.00	0.00	0.00
Hardware					
50118	LOUROE DV-ML MICROPHONE (POE)	3	196.50	196.50	589.50
50206	RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME	2	1,950.00	1,950.00	3,900.00
50223	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	3	2,600.00	2,600.00	7,800.00
74056	TOUCH PANEL WALL MOUNT	3	64.00	64.00	192.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	3	1,240.99	15.54	46.62
50288	AXIS CAMERA, AXIS P3235-LV NETWORK CAMERA	1	775.00	775.00	775.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER	2	594.75	594.75	1,189.50
50114	AXIS F1025 SENSOR UNIT	2	369.57	369.57	739.14
74059	MOTION SENSOR ENCLOSURE – COVERT CAMERA	2	135.00	135.00	270.00
50221	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH - NON SER	1	1,304.35	1,304.35	1,304.35
Other					
12316	AXON AIR, MAVIC 2 ENTERPRISE DUAL	1	3,350.00	3,350.00	3,350.00
Services					
85170	INTERVIEW ROOM, INSTALL AND SETUP	3	2,500.00	2,500.00	7,500.00
Subtotal					51,560.11
Estimated Shipping					0.00
Estimated Tax					0.00
Total					51,560.11

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	3	300.00	300.00	900.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	3	1,188.00	1,188.00	3,564.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	70	180.00	180.00	12,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	700	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.75	750.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	2	900.00	0.00	0.00
Subtotal					20,854.00
Estimated Tax					0.00
Total					20,854.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	3	300.00	300.00	900.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	3	1,188.00	1,188.00	3,564.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	70	180.00	180.00	12,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	700	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.75	750.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	2	900.00	0.00	0.00
Subtotal					20,854.00
Estimated Tax					0.00
Total					20,854.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	3	300.00	300.00	900.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	3	1,188.00	1,188.00	3,564.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	70	180.00	180.00	12,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	700	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.75	750.00

Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	2	900.00	0.00	0.00
				Subtotal	20,854.00
				Estimated Tax	0.00
				Total	20,854.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	3	300.00	300.00	900.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	3	1,188.00	1,188.00	3,564.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	70	180.00	180.00	12,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	700	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.75	750.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	2	900.00	0.00	0.00
				Subtotal	20,854.00
				Estimated Tax	0.00
				Total	20,854.00
				Grand Total	134,976.11



Discounts (USD)

Quote Expiration: 12/31/2019

List Amount	151,002.46
Discounts	16,026.35
Total	134,976.11

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	51,560.11
Year 2	20,854.00
Year 3	20,854.00
Year 4	20,854.00
Year 5	20,854.00
Grand Total	134,976.11

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

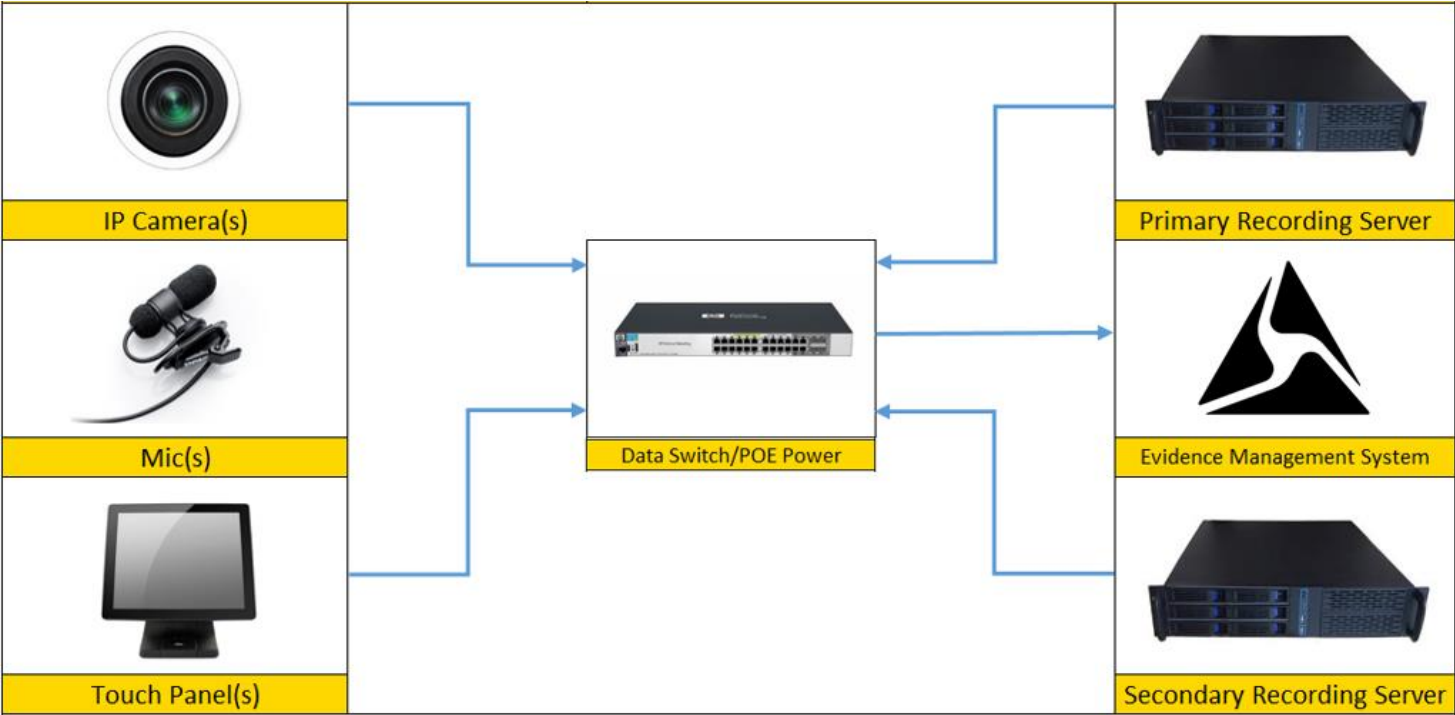
This document details a proposed system design

Agency Created For: Downers Grove Police Dept. - IL

Sold By:	Connor Duffy
Designed By:	Matthew Karsten
Installed By:	Axon Pro Services & Customer Combination
Customer Contact:	Jeremy Thayer
Target Install Date:	08/08/2019

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations		
3	Camera(s)	
2	Covert Enclosure(s)	
3	Microphone(s)	
	Injector(s)	
Total Switches		
1	POE Switch(es)	
Total Servers		
2	Server(s) (customer-provided included)	
Total Touch Panels		
3	Touch Panel(s) (virtual not included)	
3	Wall Mount(s)	
Total Camera Configurations		
0	I/O Box(es)	

Locations	# Rooms
Downers Grove Police Department	3

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	3	8
	Qty of Touch Panels	3	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	3 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none">• Subnet Mask• Gateway IP• DNS/WINS IP• Time Server IP		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	<div>Network Applications:<ul style="list-style-type: none">• Remote monitoring application</div> <div>Evidence.com Application Features:<ul style="list-style-type: none">• Secure Cloud Storage• Redaction• Download/Sharing• Audit Trail• Reporting</div>

Training

Application Package	<div>This solution will include on-site application training covering:</div> <ul style="list-style-type: none">• Touch panel overview• Initiating interview wizard• Entering metadata• Controlling the interview process• Closing an interview• Evidence.com functionality
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Additional General Deal Notes

Notes	
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LOCATION DETAILS: Downers Grove Police Department

The following sections detail the configuration of the Axon Interview recording system at DOWNERS GROVE POLICE DEPARTMENT

Location Name	Downers Grove Police Department
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Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat6e Cable.	
	9	cable runs are required for this installation.
	8	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices: Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none">• Axis IP Camera• Server• Touch Panel or PC running a virtual Touch Panel• POE Switch	

Servers, Switches, Touch Panels

Servers	Axon Interview Lite Server	Quantity:	1
	Axon Interview Lite Server		1
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	HPE Aruba 2530 24-Port POE Switch	Quantity:	1
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	0		

Additional Location Notes

Notes	
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ROOM DETAILS: Booking Room

The following sections detail the configurations specific to BOOKING ROOM

Location Name	Downers Grove Police Department
Room Name	Booking Room

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3235-LV Overt Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Room 1

The following sections detail the configurations specific to ROOM 1

Location Name	Downers Grove Police Department
Room Name	Room 1

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Room 2

The following sections detail the configurations specific to ROOM 2

Location Name	Downers Grove Police Department
Room Name	Room 2

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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EXCEPTIONS & AXON MASTER SERVICES AND PURCHASING AGREEMENT



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

October 21, 2019

Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

RE: REQUESTED EXCEPTIONS TO VILLAGE OF DOWNERS GROVE REQUEST FOR PROPOSAL FOR DIGITAL EVIDENCE MANAGEMENT

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

1. Addition of Axon's Terms and Conditions.

Axon respectfully requests that its Master Services and Purchase Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the Village on these terms and conditions.

If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Caitlin Blackburn
Corporate Counsel
cmorgan@axon.com
480.502.6296

TASER INTERNATIONAL IS NOW AXON ENTERPRISE



Master Services and Purchasing Agreement

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

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

2 **Definitions.**

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

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

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

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

3 .

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

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

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

7 **Warranty.**

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

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



Master Services and Purchasing Agreement

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

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

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

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

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed Two Hundred Thousand Dollars (\$200,000). Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

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

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

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

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

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

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

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 7.0

Release Date: 8/6/2019

Page 2 of 7



Master Services and Purchasing Agreement

- 14** **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15** **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16** **Termination.**
- 16.1** **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2** **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3** **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.
- 17** **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18** **General.**
- 18.1** **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2** **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3** **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4** **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth;



Master Services and Purchasing Agreement

breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

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

Agency: Downers Grove Police Department
 Attn: James McGreal
 Street Address 825 Burlington Ave.
 City, State, Zip Downers Grove, IL 60515
 Email jmcgreal@downers.us



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

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

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

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

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

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

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

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

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



Master Services and Purchasing Agreement

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

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

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

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

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

- 10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

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

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

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

- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 12.4. use trade secret information contained in Axon Cloud Services, except as expressly

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 7.0

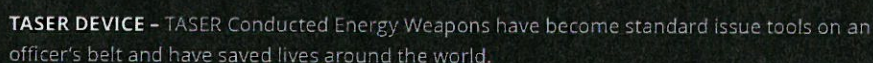
Release Date: 8/6/2019

Page 6 of 7



Master Services and Purchasing Agreement

-
- permitted in this Agreement;
- 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.





OUR VALUES

BE OBSESSED

Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.

AIM FAR

Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.

WIN RIGHT

Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity.

OWN IT

Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.

JOIN FORCES

Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.

EXPECT CANDOR

Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback?

BE OBSESSED

AIM FAR

WIN RIGHT

OWN IT

JOIN FORCES

EXPECT CANDOR

OUR VALUES



Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

Axon Enterprise, Inc.
Company Name

Date: 10/20/19

17800 N. 85th St.
Street Address of Company

contracts@axon.com
Email Address


Scottsdale, AZ 85255
City, State, Zip

Veronica Lorenzen
Contact Name (Print)

800-978-2737
Business Phone

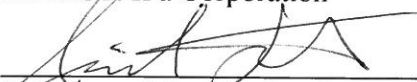
800-978-2737
13-Hour Telephone

480-991-0791
Fax


Signature of Officer, Partner or
Sole Proprietor

Isaiah Fields, SVP, General Counsel and Corporate Secretary
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):NAME: Axon Enterprise, Inc.ADDRESS: 17800 N. 85th St.CITY: Scottsdale,STATE: AZZIP: 85255PHONE: 800-978-2737 FAX: 480-991-0791TAX ID #(TIN): 86-0741227

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):NAME: Axon Enterprise, Inc.ADDRESS: P.O. Box 29661, Department 2018CITY: PhoenixSTATE: AZ ZIP: 85038**TYPE OF ENTITY (CIRCLE ONE):**

Individual	Limited Liability Company – Member-Managed
Sole Proprietor	Limited Liability Company- Manager-Managed
Partnership	Medical Corporation
Charitable/Nonprofit	Government Agency
	<u>Corporation</u>

SIGNATURE: [Signature]

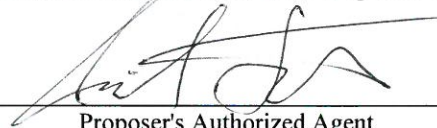
DATE: _____

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Digital Evidence Management, Proposer Axon Enterprise, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

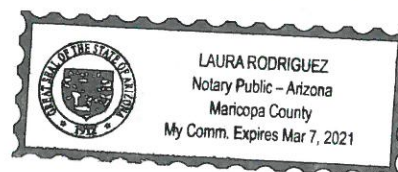
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 17th day of Oct, 2019.


Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Axon Enterprise, Inc, and the full names of its Officers are as follows:

President: Luke Larson

Secretary: Isaiah Fields

Treasurer: N/A

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

Please see attached Authorization and Delegation of Signature Authority document

Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Names and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the State of _____.

(d) Sole Proprietor

PROPOSER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

The Proposer is a Sole Proprietor whose full name is: _____
 and if operating under a trade name, said trade name is: _____
 which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? X

Insurer's Name Insurance Broker: Aon Risk Insurance Services West, Inc.

Agent Marina Tapia

Street Address 2555 E. Camelback Rd., Suite 700

City, State, Zip Code Phoenix, AZ 85016

Telephone Number 866-283-7122

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Axon Enterprise, Inc.

Print Name and Title of Authorizing Signature: Robert Driscoll, Assoc. General Counsel and Asst. Corporate Secretary

Signature: 

Date: 11/5/19

Village of Downers Grove

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Axon Enterprise, Inc.

Address: 17800 N. 85th St.

City: Scottsdale Zip Code: 85255

Telephone: (800) 978-2737 Fax Number: (480) 991- 0791

E-mail Address: Contracts@axon.com

Authorized Company Signature: 

(Print)Name: Isaiah Fields Title of Official: SVP, General Counsel and Corporate Secretary

Date: 10/17/19

Campaign Disclosure Certificate

Village of Downers Grove

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

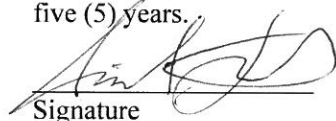
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Isaiah Fields
Print Name

☐ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

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17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

**AXON ENTERPRISE, INC.
AUTHORIZATION AND DELEGATION
OF SIGNATURE AUTHORITY**

Pursuant to Section 4.06, "President," in Article IV, "Officers," in the Bylaws of Axon Enterprise, Inc. (fka TASER International, Inc.) ("Axon") dated January 6, 2001, as amended April 10, 2001, I, Luke Larson, acting in my capacity as President of Axon and consistent with the authority granted to me by Patrick Smith, acting in his capacity and within his authority as Chief Executive Officer of Axon, do hereby authorize or confirm authorization of, as applicable, the following individuals to legally bind Axon subject to Axon's internal limitations and policies, including, without limitation, restrictions on contract types and values:

Name	Title
Ahsan, Jawad	Chief Financial Officer
Anderman, Dave	VP, Product Marketing
Biaggne, Tony	VP, Brand Creative
Bobra, Arvind	VP, Financial Planning and Analysis
Brady, Jim	VP, Global Supply Chain
Coleman, Richard	VP and General Manager, Federal
Denzer, Bill	VP, Manufacturing
Driscoll, Robert	VP, Associate General Counsel and Assistant Corporate Secretary
Falk, Sayce	VP, Axon Global Product
Fields, Isaiah	SVP, General Counsel and Corporate Secretary
Goldman, Josh	SVP, Axon Global Operations
Hartford, Jason	VP, Connected Devices Product Management
Holden, Jenner	Chief Information Security Officer
Isner, Josh	Chief Revenue Officer
James, Andrea	VP, Investor Relations
Janssen, Hank	Sr. Director, Site Reliability Engineering
Kirby, Chris	VP, Axon Sales
Lindhout, Daan	VP, Design
Mastellon, Gretchen	SVP, People Operations
Moritz, Hans	VP, Hardware Engineering
Morstad, Matt	VP, Sales Operations
Reitz, James	SVP, Software Engineering
Siegmeth, Sydney	VP, Global Communications
Steele, Darren	SVP, Marketing, Training, and Communications

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Name	Title
Wachtmann, Mark	VP, IT
Wagers, Mike	VP, Axon Ecosystem
Wheeler, Bryan	VP, Axon Records
Zito, Jim	VP, Accounting

Please note, the authorization of signature authority in this letter does not apply to Axon's subsidiaries. For reference, attached hereto as Schedule A and incorporated herein by reference is a chart indicating signature authority for each of Axon's subsidiaries.

This letter supersedes all other prior authorizations of signature authority, including, without limitation, the letter dated 10 January 2018 signed by Doug Klint, acting in his capacity and within his authority as General Counsel of Axon, to all Axon employees regarding "Individuals Authorized to Legally Bind Axon."

The authority granted herein may be revoked at any time for any reason or no reason.

Please direct any questions regarding the foregoing to legal@axon.com.

DocuSigned by:

 Signature: _____
5E2821EE6885488...
 Name: Luke Larson
 Title: President
 Date: 6/19/2019 | 10:27 PM MST

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SCHEDULE A
LIST OF AUTHORIZED SIGNATORIES FOR
AXON'S SUBSIDIARIES

(authority indicated with "X")

Entity	Ahsan	Angeloni	Dhir	Driscoll	Fields	Goldman	Isner	Larson	Reitz	Sabella	Sawtell	Scherf	Smith	Spencer
Axon Enterprise Italia S.r.l.		X												
Axon Public Safety Australia Pty Ltd	X						X	X			X			
Axon Public Safety Canada Inc.			X				X	X						
Axon Public Safety UK Limited	X						X	X						X
Axon Public Safety Finland Oy					X	X		X	X					X
Axon Public Safety Germany SE	X						X	X				X	X	X
Axon Public Safety Hong Kong Limited				X			X				X			
Axon Public Safety India Pvt Ltd				X							X			
Axon Public Safety B.V.							X	X					X	X
TASER Holland B.V.							X						X	X
VIEVU, LLC	X				X			X						
Axon Enterprise Holding Company LLC													X	
Axon Public Safety Southeast Asia LLC								X		X				