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August 22, 2016

Midland PD  
300 N. Loraine, Suite 340  
Midland, TX 79701

**Re: TASER Response to Midland PD's 2016 Body Camera for the City of Midland Police Department**

Dear Sir / Ma'am:

In response to your RFP, TASER International is enclosing information to assist the City of Midland (Midland PD) with researching Body-Worn Cameras and an evidence storage and retrieval system.

Your RFP emphasized your desire to acquire a Body-Worn Camera system to be used by the Police Department. You are looking for a turn-key solution that integrates body-worn cameras, management software and storage solution for the body worn video and other evidentiary files needed to manage your cases and evidence. You've also stated you're looking for a 5-year warranty & upgrade plan.

TASER can be a trusted partner in rolling out a customized video and evidence management solution. We strongly believe our Axon Body Camera System would surpass your agency's expectations to better capture events as they occur, assist in keeping your officers safe, and protect the department, agency, city, and officer from frivolous accusations.

Axon cameras are an ultra-durable, on-officer camera designed to balance simplicity and performance. Point-of-view lens, multiple on-body mounting options, a full shift buffer and easy deployment provide agencies with a single-button solution to recording digital evidence.

For any follow up questions regarding the RFP, please contact either of the following TASER representatives:

**Samantha McElmurry**  
**Proposal Manager**  
480.436.2138  
[smcelmurry@taser.com](mailto:smcelmurry@taser.com)  
[Contracts@taser.com](mailto:Contracts@taser.com)

**Marc Palmieri**  
**Axon Senior Regional Manager**  
480.431.5845  
[Contracts@taser.com](mailto:Contracts@taser.com)

Sincerely,  
**Josh Isner, Executive Vice President, Global Sales**

**2016 BODY CAMERA FOR THE  
CITY OF MIDLAND POLICE  
DEPARTMENT  
FOR  
CITY OF MIDLAND  
RFP #: 16004303**

**Submitted by:**

**TASER International, Inc.**



**17800 North 85<sup>th</sup> Street**

**Scottsdale, AZ 85255**

**800.978.2737**

**August 24, 2016**

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# 1: EXECUTIVE SUMMARY

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TASER is pleased to offer our Axon Body Worn Camera solution to City of Midland. We have thoroughly read your document(s) and have come up with the following analysis.

After reading your RFP, we interpreted that your primary evaluation criteria is as follows:

- To find the best-suited vendor that can provide Midland PD with the best overall value by achieving a balance between price and other key factors considered in evaluation
- TASER's ability to demonstrate their Body-Worn Camera's hardware as it pertains to the overall features depicted within the RFP scope and specifications
- The Vendor's ability to demonstrate that Total Cost of Ownership over 5-years will be beneficial to the Midland PD
- TASER's ability to demonstrate how our software offers ease-of-use, high security, compliance with CJIS, and robust redaction capabilities.

## How Will our Solution Benefit You?

**Our Solution Is End-To-End and will offer management of your evidence from Capture-to-Courtroom.** Our platform integrates with, but does not impede, your daily activities and normal processes. Footage is uploaded automatically while the camera charges, and data can be quickly shared by sending a link. Midland PD will save hours on manual processes; and because TASER's digital evidence management system is cloud-based, Midland PD can adopt video technology immediately without building a new infrastructure.

## Is TASER Qualified?

TASER provides body-worn cameras to Law Enforcement, and has been providing these services for 9 years. Founded in 1993, we first transformed law enforcement with our conducted electrical weapons (CEW). Today, we continue to define smarter policing with our growing suite of technology solutions.

**TASER is the market leader** in part because our products are backed by a team that is as dedicated to your successful deployment as you are. The TASER Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all TASER products, and experience in deploying body camera programs to thousands of agencies across the country.

Through Axon and Evidence.com, TASER has deployed over 50,000 body worn camera (BWC) units and 76,000 TASER cam recorders to the Law Enforcement community:

- More than 3,500 police agencies have purchased Axon cameras in the U.S.
- More than 154,000 cameras have been purchased globally including Axon Body, Axon Flex, and TASER Cam recorders.
- 31 members of the Major City Chiefs Association have adopted TASER's Axon body cameras and evidence management suite.
- More than 5,500 police agencies use Evidence.com and have collectively stored over two Petabytes of data on Evidence.com.

### **Is it cost effective?**

With TASER, Midland PD is leveraging all of the benefits of utilizing an integrated platform of technologies and cloud services. Instead of managing your own infrastructure and the unpredictable costs of scaling and managing proprietary storage arrays, Evidence.com offers continual industry best practices and services allowing **instantaneous and cost-effective scalability**.

This saves your Department from investing in and managing: storage (servers), backup storage (redundancy), staff & on-going maintenance, electrical power & cooling, space for infrastructure, networking (switches, routers, cabling, etc.). That is why there is such a movement towards implementing these solutions for managing your digital evidence.

### **Future Seamless Integration**

Utilizing the Evidence.com management platform, Midland PD can incorporate the latest standards of law enforcement - from body worn cameras to managing all of your digital evidence. Once you configure the system with your policies and preferences, additional solutions (body-worn, in-car, TASER smart weapon logs) can be implemented seamlessly opening up a world of possibilities to scale, integrate with existing systems (RMS, Active Directory, etc.), and share evidence with partners and prosecutors for no additional cost.

The TASER team is excited to provide you with all the details of our proposed solution and we look forward to this opportunity in partnering with City of Midland!

## 2: CITY REQUIRED FORMS

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As required by the RFP, we are including the below itemized forms within this section on the pages to follow

1. Price Schedule
2. Bidder Certification and Addenda Acknowledgement
3. Contractor Information
4. Conflict of Interest Questionnaire

# Request for Proposals

**RFP 16004303**

**for**

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2016 Body Camera for the City of Midland Police Department

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***Proposals for this requirement will be accepted until 11:00 A.M. on August 24, 2016***

**Proposals May be Mailed or Delivered to:**

**City Secretary  
City of Midland  
Suite 340  
P.O. BOX 1152  
Midland, Texas 79702-1153  
(300 N. Loraine, Suite 340 Midland, TX 79701)**

**No Late Proposals Will Be Accepted**

## **NOTICE TO PROPOSERS:**

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK
4. **COMPLIANCE** – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.

**See Section 1.9 for Pre-proposal Meeting Information**

## SCHEDULE OF EVENTS

RFP

For

2016 Body Camera

2016 Body Camera For The City Of Midland Police Department

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Event	Date*
RFP Released .....	July 28, 2016
Announcements distributed .....	July 28, 2016
Pre-proposal Conference.....	August 10, 2016
Cutoff Date for requests for RFP, inquiries and clarification .....	August 17, 2016
Proposal Due Date .....	August 24, 2016
Notification of Vendor Interviews / Product Demonstrations .....	August 26, 2016
Present Recommendation to Council for Consideration (if BFO is NOT required)...	September 13, 2016
Call for Best and Final Offers (if required) .....	September 1, 2016
Final Offer Due Date (if required) .....	September 14, 2016
Present Recommendation to Council for Consideration (if BFO is required).....	September 27, 2016
Intended Date for Contract Award.....	September 13, 2016

\*These dates are our intended schedule; however, they may be changed as necessary without further notice.

### NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.



## **SPECIAL TERMS AND CONDITIONS**

### **Proposal Requirements /Terms**

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number \_\_\_\_\_ or Sole owner should enter SSN \_\_\_\_-\_\_\_\_-\_\_\_\_.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

### **Conditions**

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

# **1. GENERAL INFORMATION**

## **1.1. INTRODUCTION**

The City of Midland (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for a body camera as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

### **Request for Proposal Standard Information**

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

## **1.2. INITIAL EVALUATION**

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

## **1.3. DISCUSSION/NEGOTIATION**

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

## **1.4. BEST AND FINAL OFFER**

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

## **1.5. AWARD**

### **1.5.1. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.**

## **1.6. TRADE SECRETS**

### **1.6.1. All information received in response to this RFP will be available to the public except for:**

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

### **1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.**

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

- 1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

**1.6.3. Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.**

**1.7. LATE PROPOSALS**

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

**1.8. PREPARING A RESPONSE**

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

**1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.**

**1.9. PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal Conference will be conducted at 300 N Loraine Street basement conference room B on August 10, 2016 at 3:00. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

**1.10. CLARIFICATION/ INTERPRETATION**

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

The City Of Midland

FAX: (432) 685-0523

Office of the Purchasing Agent OR

P.O. Box 115

e-mail: [purchasing@midlandtexas.gov](mailto:purchasing@midlandtexas.gov)

Midland, TX 79702

**1.11. FORMAT FOR INQUIRIES:**

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

**1.12. INTERPRETATION:**

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

### **1.13. PROPOSAL ORGANIZATION AND SUBMISSION**

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

### **1.14. OFFER PRICING**

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror’s cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror’s cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

### **1.15. ALTERNATE PROPOSALS**

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

### **1.16. SUBMITTING A SEALED PROPOSAL**

#### **1.16.1. Number of copies and Location:**

- 1.16.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.
- 1.16.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

#### **1.16.2. Each Offeror who submits a proposal represents that:**

- 1.16.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.16.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 1.16.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

#### **1.16.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.**

#### **1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.**

### **1.17. RIGHTS RESERVED**

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion

reserves the right to:

- A) waive any formality;
- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

#### **1.18. BONDING REQUIREMENTS**

Intentionally Omitted

#### **1.19. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION**

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

#### **1.20. SUBCONTRACTING**

**1.20.1. The successful offeror will be the Prime Contractor and shall be responsible,** in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

**1.20.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents** and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

#### **1.21. INSURANCE REQUIREMENTS**

See Contract or Agreement

#### **1.22. CONTRACTOR'S RESPONSIBILITIES**

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

#### **1.23. OFFEROR COMPETITION**

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

#### **1.24. CONTRACT PROVISIONS AND TERMS**

##### **1.24.1. Contract Execution**

**1.24.1.1.** The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

##### **1.24.2. Terms and Conditions**

Contract that will be executed by the successful offeror and the City is found in Appendix A.

### **1.24.3. Exceptions to Contract Terms & Conditions**

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

**1.24.4. The initial contract(s) term** is for a period of 1 (one) years. Renewals of the contract may be made at 1(one) year intervals, not to exceed a total of 3 (three) years, at the City's option.

### **1.24.5. Contract Extension**

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

### **1.24.6. Escalation**

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

## **2. PROPOSAL WAIVERS:**

- 2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.**
- 2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE**

**OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

- 2.3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.**
- 2.4. WAIVER:**
- 2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:**
  - 2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
  - 2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
  - 2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**
  - 2.5.4. AWARD OF THE CONTRACT.**
- 2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).**
- 2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

### **3. SCOPE OF PROJECT**

The City of Midland, Texas is seeking qualified Vendors to acquire a Body-Worn Camera system to be used by the Police Department. The City of Midland is seeking a "turn-key" solution using current technology. The Police Department desires a system that will integrate body-worn cameras, management software, storage solutions for body worn video and other evidentiary digital media/files and supporting equipment along with a five-year warranty, maintenance and upgrade plan.

#### **TOTAL SOLUTION REQUIREMENT**

The successful vendor will be responsible for providing the Midland Police Department with a total installed solution. The Midland Police Department anticipates purchasing 133 wearable camera systems. However, this is an estimate, and the Midland Police Department may increase or decrease wearable camera systems as necessary. For the purposes of this RFP, a total solution means that the successful vendor will be responsible for providing all hardware, software, training, shipping, installation, preparation, setup, testing, integration and/or interfaces to existing systems, documentation and other services necessary for the successful installation of a fully functional body-worn camera system, including all backend hardware and software, that satisfies the requirements stated, at a minimum, as outlined within this RFP.

As part of the requirement, the successful vendor will make every effort to utilize existing Midland hardware and software currently in place that is compatible and usable with the system provided as “turn-key” in order to reduce the total cost of the project. Although all hardware acquisition should be included in the specifications and pricing, the City of Midland may elect to purchase hardware independently from this proposal.

Omissions of essential or necessary items by the successful Vendor will result in the vendor providing the omitted item(s) at no cost to the City of Midland as part of the total solution system. Optional equipment should be listed as such, as well as exceptions.

#### Section I: Minimum Information to Comply with Evaluation Factors

##### A. Company Qualifications and Experience

- A.1 Exhibit three (3) years or more experience in body-worn camera systems within the contiguous United States.
- A.2 Shall have an existing, functional body-worn camera system already in use with law enforcement agencies within the State of Texas.
- A.3 Company organizational chart must be included in response.
- A.4 Respondent must demonstrate proof of company financial stability by submitting audited financial statements from previous 3 years. Financial statements may be submitted in a separate, sealed envelope.
- A.5 If any part of the system is hosted off-site, provide a description of respondent’s policies regarding storage, retention, backup and distribution of data.
- A.6 If any part of the system is hosted off-site, describe the utilization of a business continuity plan, including failover to a primary disaster site and including the time period for resumption of normal client activities.
- A.7 If any part of the system is hosted off-site, describe their ongoing maintenance and system testing procedures.
- A.8 Include Service Level Agreements (SLAs) with other agencies.
- A.9 Provide an implementation plan with a timeline from contract signature through installation and user training with clearly identified roles and responsibilities for both respondent and client.
- A.10 The respondent must offer printed, and / or online training manuals as well as suggestions for use and best practices as part of the training process.  
A minimum of two (2) hardcopies of the training materials will also be provided.



B. Pricing

- B.1 All pricing should be inclusive of the body camera system as per specification, data management and storage solution, docking station, wall mounting bracket assembly, and warranty and licensing. Each of these categories should be broken down to allow the City to evaluate the response.
- B.2 Outline all additional fees, if any. B.3 Identify any recurring costs.
- B.4 Price should include an annual contract automatically renewable each year unless either party gives written notice within 30-days of the contract termination that it wishes to terminate the agreement. There may be no more than a 5% increase in the maintenance contract annually and written notification of any increase must be given to the City of Midland within 30- days of the existing contract expiration date. The written notification of increase must include the amount of the increase.
- B.5 The Vendor's cost proposal should include all potential costs for the Body Cameras Project. The evaluation of all proposals shall be based upon driving the "best value" for the City. Best value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price, but does not include the other necessary qualities and features of the desired products or services, does not meet the best value criterion.

C. References

- C.1 Provide at least 5 references in the state of Texas who are operating at least fifty (50) body worn cameras. All references included must be current, non-promotional clients who have the system in production for a minimum of twelve (12) months. The agency, contact name, email address and phone number of the contact is required.

D. Background Checks

- D.1 Background checks/security clearance will be required of all personnel who perform services at the Police Department or have access to Police Department data. The Department will be responsible for conducting required checks.
- D.2 Individuals who do not pass a background check/security clearance will not be allowed to access Police facilities or data. The decision of the Police Department is final.

E. Proposal Evaluation Criteria

- E.1 Proposals will be evaluated based on the following criteria, listed in order of importance:
  - 20% Body worn camera hardware as it pertains to overall features such as description, weight, capabilities, durability, recording ability/length, storage memory, battery life, photo capture, field of view, charging, pre-event recording, etc.
  - 20 % Total cost of ownership over 5-years.
  - 20 % Software solution offered by the vendor as it relates to security, ease up uploading, access, search capability, compliance with CJIS provisions, and measures against data tampering, deleting, and copying or duplication of video. Redaction capability is also very important.

Demonstrated ability to integrate with the Police Department's current CAD vendor (Tiburon) and the City's IT data. Also the ability to integrate with other CAD vendors, as the City is

- developing an RFP for a new CAD/RMS vendor.
- 20% Storage solution. Back-up capability and ease of downloading by the officer.
- 10 % Demonstrated qualifications, certifications and experience of the vendor and/or personnel assigned to this project, in relation to having worked with Texas police departments. Customer service, support, warranties, and licensing.
- 10 % Demonstrated capability of the Proposer to complete the scope of work in a timely manner.

A vendor must achieve at least 70% in each category in order to be considered.

## SECTION II: Format for Proposal Content

1. Cover Letter
  - a. Name of Company
  - b. Provide Contact Person during proposal process
  - c. State Proposal good for 120 days
  - d. Must be signed by authorized company representative
2. City Required Forms
  - a. Price Schedule
  - b. Bidder Certification and Addenda Acknowledgement
  - c. Contractor Information
  - d. Conflict of Interest Questionnaire
3. Designated Account Representative
  - a. Document their role in providing support to the City
  - b. Detail experience required by company for Account Representatives
4. Company Organization and Financial Status information as outlined in Section I, A.
5. Pricing information as outlined in Section I, B.
6. References as outlined in Section I, C.
7. A completed Appendix A, including appropriate comments. Feel free to attach a separate sheet for comments if necessary. Please reference the specific item with the corresponding number and letter.

## 4. REQUIREMENTS

**NOTE:** Where the term “required Field” appears in the requirements, the intent is that the user may not leave that field blank and leave the current record. The blank required fields shall be flagged for easy identification of the fields left blank.

\*Included means that if the feature or requirement is not normally included, but will be at No Extra Charge

\*\*Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

Appendix A		Included In Package*	Will Add or Modify**	Exception Detail
Feature				
<b>4.1.</b>	<b><u>GENERAL</u></b>			
<b>4.1.1.</b>	<b>Full color audiovisual camera</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	**Due to space limitations, we have provided our detailed answers to each of these requirements within our accompanying proposal document. Each item was labeled accordingly to provide easy reference per response provided.
4.1.1.1.	Video capture must reflect the point of view of the officer, capturing both audio and video	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.1.2.	Between 120 and 150 degrees field of view camera lens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.1.3.	Retina low-light capability less than or equal to 0.1 lux	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.1.4.	Captures at least 30 seconds of previous video which is saved upon activation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.2.</b>	<b>Power On/Off Button</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.2.1.	Indicator displaying camera status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.2.2.	Any illumination controls have a user option which allows them to be extinguished during a tactical/darkness situation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.3.</b>	<b>Privacy Mode</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.3.1.	In addition to record and buffer, the system has a privacy mode where no recording will take place	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.4.</b>	<b>Recording on/off switch or button</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.4.1.	Indicator displaying camera status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.4.2.	Must record for a minimum of four hours per activation to allow for things like long interviews, statements, or investigations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.4.3.	The system prevents user from deleting or editing the original file	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.5.</b>	<b>Audio on/off with volume control</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.6.</b>	<b>Video can be reviewed in the field</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.7.</b>	<b>Camera can be mounted securely on the officer's chest or duty belt</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.8.</b>	<b>Camera can withstand a drop test greater than or equal to 6 feet</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.9.</b>	<b>Camera system contains "event triggers"</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.10.</b>	<b>Ability to keep in sync with date and time</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.11.</b>	<b>Recording speed of no less than 30 frames per second</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.12.</b>	<b>Minimum video resolution requirement:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.12.1.	640 x 480 VGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

4.1.12.2.	1920 x 1080 HD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.13.</b>	<b>Rechargeable, <u>field</u> replaceable lithium-ion polymer battery.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.13.1.	Battery recharge shall not exceed 8 hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.14.</b>	<b>The system has an auto image stabilizer</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.15.</b>	<b>Indicator displaying battery life capacity</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.16.</b>	<b>Device can clearly capture audio from a distance of 3' without wind or excessive noise.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.17.</b>	<b>WI-FI 802.1n at 5 GHz and 2.4 GHz</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.17.1.	Streaming capability available through Android and IOS mobile applications via WiFi technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.18.</b>	<b>Remote viewing of stored video available for field personnel via web based interface or application available for use on in-car laptops</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.19.</b>	<b>Android and iOS Mobile Application</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.19.1.	Application capable of capturing video, photos, audio, and metadata	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.19.2.	Application uploads directly to the hosted solution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.1.19.3.	Application deletes uploaded evidence from officer's device as soon as the evidence has been successfully uploaded to the storage system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.20.</b>	<b>Data transfer connections are standard on both camera and docking station and shall not be proprietary.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.21.</b>	<b>Camera weight not to exceed 5 ounces and measure no more than 3.5" by 3.0" x .08</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.22.</b>	<b>Camera shall be a one-piece unit</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.1.23.</b>	<b>USB 3.0</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Please see our response to this requirement within accompanying proposal document
<b>4.2.</b>	<b><u>MANAGEMENT REQUIREMENTS</u></b>			
<b>4.2.1.</b>	<b>System supports local storage</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.1.1.	System supports cloud storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.2.2.</b>	<b>An audit trail is generated for every incident and tracks all user activity</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.2.3.</b>	<b>Software has the ability to set variable retention rules per agency guidelines</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.3.1.	Allows administrators to delete/purge files based on their retention rules	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.2.4.</b>	<b>Capable of organizing and managing incidents searchable by:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.4.1.	Officer's Name/ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.4.2.	Date	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

4.2.4.3.	Case/Incident number	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.4.4.	Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.4.5.	Category	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.5.	Ability to categorize, add case numbers, and notes to each file.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.6.	Ability for the system to manage audio, video, images, and digital documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.7.	Ability to take still photos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.8.	Ability to integrate with Tiburon CAD/RMS which is currently in use by the police department. If no, what is the cost for integration? The department will be changing CAD/RMS vendors in 18-24 months.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.3. <u>SECURITY</u></b>				
4.3.1.	The ability to track and assign all devices within the software	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.2.	Allows the system administrator the ability to set and control user rights and must also be able to determine which users have which privileges. Vendor shall identify how management of account administration is handled.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.3.	Audit log shows when the camera has been turned on, off, or paused.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.4.	Ability to assign multiple permission levels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.5.	The system shall provide enhanced user authentication either through sync with active directory or user name and password verification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.6.	Audit log shows when the camera was charged.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Please see our response to this requirement within accompanying proposal document
4.3.7.	Secure audit log to track all changes and access to the files including copying, editing and deleting data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.8.	The ability to disable a camera remotely.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.9.	Audit log shows the remaining storage capacity of the camera	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Please see our response to this requirement within accompanying proposal document
4.3.10.	Loss of power cannot cause data to be corrupted or lost.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.11.	Audit log shows all exports from camera to data archiving or data management system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.4. <u>ACCESS AND DATA MANAGEMENT</u></b>				
4.4.1.	Access to information stored shall be governed by the agency. Access shall be controlled according to: Pre-defined roles; Pre-defined individuals, and user account-specific passwords.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.2.	The storage solution must provide the ability to control the length of retention of individual case videos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

4.4.3.	Ability to create video clips from larger video based on permission levels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.4.	There must be multiple searchable fields in the storage system and the ability to use several "wild cards" to search.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.5.	System must have the ability to include indexing fields	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.6.	System must be able to search data by fields such as name, date, case number, officer, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.7.	The vendor's solution must be compatible with Windows 7 & 10 and IE 11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.8.	Digital evidence must not be a proprietary file type and must be playable/viewable by standard Microsoft Office software	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.9.	System must support the following digital format. MP4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.10.	Ability for officers to access their images after storage via their in-car laptop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.11.	Ability to share data through a web based secure internet connection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.12.	The storage solution must have the ability to download digital evidence from multiple users simultaneously	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.13.	All exports from the camera to data archiving or data management system should be in the original format and without loss of quality or meta data.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.5.</b>	<b><u>MISCELLANEOUS</u></b>			
4.5.1.	Software updates at no additional cost for five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.2.	All licensing, warranties and storage for five years	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.3.	Customer service support is available to assist with all software issues within one business day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.4.	Vendor must have live customer support available in the United States	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.5.	Installation, software setup, and training to be included.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.6.	Docking station and all accessories necessary for charging and uploading	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.7.	Sufficient storage for up to 4-hours of recording	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.5.8.	Two (2) hardware refreshes are included within a 5-year period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.6.</b>	<b><u>PURCHASING COOPERATIVE</u></b>			
4.6.1.	The vendor is a member of a purchasing cooperative located in the State of Texas, ie, DIR (Department of Information Resources), BuyBoard, HGACBuy (Houston Galveston Area Council. If yes, please attach appropriate contract number related to body worn cameras.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

#### **4.7. INFORMATION VERIFICATION**

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

#### **4.8. RIGHT TO REJECT**

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

#### **4.9. VENDOR CAPABILITIES**

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

##### **4.9.1. References**

- 4.9.1.1. Offeror shall provide a minimum of five references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.
- 4.9.1.2. These references should include City government and universities where the offeror, preferably within the last three years, has successfully completed police body camera installation and training. These references should include (any other desired information) \_\_\_\_\_.

##### **4.9.2. Vendor Stability**

- 4.9.2.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.
- 4.9.2.2. Provide financial statements, preferably audited, for the three consecutive years immediately preceding the issuance of this RFP.
- 4.9.2.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.
- 4.9.2.4. Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects) \_\_\_\_\_.

### **5. EVALUATION PROCESS**

#### **5.1. EVALUATION PROCEDURE**

##### **5.1.1. Committee Actions**

- 5.1.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 5.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 5.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer,” if requested, will not be considered and will have no bearing on any award.

## **5.2. EVALUATION CRITERIA**

The evaluation committee will review and evaluate the offers according to the following criteria:

- 5.2.1. Body Camera Hardware**
- 5.2.2. Total Cost of Ownership**
- 5.2.3. Software Solution**
- 5.2.4. Storage Solution**
- 5.2.5. Qualifications, certifications, and Experience**
- 5.2.6. Capability to Complete the Scope of Work**

## **6. PROPOSAL CONTENTS**

The following items constitute the RFP submittal in response to the request herein:

- 6.1. THE RFP**
- 6.2. THE COST SUMMARY AND APPENDIX A**
- 6.3. REQUESTED ATTACHMENTS**
  - 6.3.1. Cover Letter**
  - 6.3.2. Price Schedule**
  - 6.3.3. Bidder Certification and Addenda Acknowledgment**
  - 6.3.4. Contractor Information**
  - 6.3.5. Conflict of Interest Questionnaire**
  - 6.3.6. Designated Account Representative**
  - 6.3.7. Organizational Chart**
  - 6.3.8. Financial Information**
  - 6.3.9. References**
  - 6.3.10. Off site Plan (if applicable)**
  - 6.3.11. SLAs with other agencies (if applicable)**
  - 6.3.12. Training Materials**
  - 6.3.13. Implementation Plan**
  - 6.3.14. Execution of Offer**

## **7. TEXAS PUBLIC INFORMATION ACT**

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.



## EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through \_\_\_\_\_.

Offeror/ COMPANY: TASER International, Inc.

SIGNATURE (INK): \_\_\_\_\_

NAME: (TYPED/PRINTED) Josh Isner

TITLE: EVP, Global Sales

STREET: 17800 85th Street

CITY/STATE/ZIP: Scottsdale, AZ 85255

TELEPHONE: 800.978.2737 FAX: 480.991.0791

E-MAIL ADDRESS: contracts@taser.com



## PROPOSAL Body Cameras

To: Purchasing Manager  
City of Midland  
Midland, Texas

Gentlemen: The undersigned bidder, having examined the project scope of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Body Worn Camera Hardware Incorporated Into Project	\$47,760.30	DOLLARS
Body Worn Camera Software Incorporated Into Project	\$597,303.00 - Includes CAD/ RMS Integration	DOLLARS
Storage Solution Incorporated Into Project	Unlimited Storage included above	DOLLARS
Other Costs Incorporated Into Project	\$15,450.00 - Includes: (20) Smart Viewer, (6) Docks, and Professional Services	DOLLARS
Total Proposal	\$660,913.30	DOLLARS

The undersigned bidder hereby declares that he has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within 60 calendar days.

### **VENDOR CONTACT:**

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland  
Office of the Purchasing Manager  
P.O. Box 1152  
Midland, TX 79702

OR

FAX: (432) 685-0523

E-mail: [purchasing@midlandtexas.gov](mailto:purchasing@midlandtexas.gov)

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

### **AWARD**

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

### **BID WAIVERS:**

**A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT.**

**THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.**

**BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER.**

**THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

**THE BIDDER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**B. WAIVER: BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:**

- 1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
- 2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
- 4. AWARD OF THE CONTRACT.**

**BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).**

**C. Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Bidder or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing

(consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Bidder will settle, the physical and mailing addresses of Bidder at the time and date the claim was presented and the physical and mailing addresses of Bidder for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Bidder relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Bidder that Bidder's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Bidder's failure to comply with the requirements herein shall perpetually bar Bidder's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Bidder agrees that the requirements of this entire Contract are reasonable.

By Signing below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

**SOVEREIGN IMMUNITY:** By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

TASER International, Inc.		800.978.2737
Bidder	Authorized Signature	Telephone
17800 N. 85th St, Scottsdale AZ 85255	Josh Isner, EVP Global Sales	480.991.0791
Address, City and State	Please Print above Name	Fax

**Bidder's Enclosure Check List:** (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

- ☒ PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (**Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract**)
- ☒ 5% BID BOND FOR CONTRACTS IN AMOUNTS OF \$50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).\* **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF \$50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**

**PLEASE NOTE:**

**FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.**

**\*FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**



THE CITY OF MIDLAND  
CONTRACT  
Contract No. 16004303

THIS CONTRACT, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Midland, hereinafter referred to as the "City", and \_\_\_\_\_, hereinafter referred to as the "Company", is made for the following considerations:

1. **Cost:** Total Proposal: \$ \_\_\_\_\_ DOLLARS
2. **Scope of Work:** The Company shall perform all work described for Body Worn Camera System for the Police Department in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary  
EXHIBIT B..... Services to be Performed

3. **City:** The words "City's Representative" or "representative" shall mean Price Robinson or his designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by the City to act in any particular capacity under this Contract.

4. **The City's Representative** may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for the Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, the Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power,

fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Company shall perform the services described in Exhibit "B" with all necessary and appropriate professional skill and care. Company represents that an employee who performs said services shall be fully qualified and competent to perform the services described in Exhibit "B".

5.1. The Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by the City to be done by the Company to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Company shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by the City. Payment for extra work shall be as agreed in the work order.

7. **Safety:** The Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES**

**FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

**8.1. THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY, THE CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE COMPANY OR THE COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

**8.2. THE COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, THE COMPANY SHALL FURNISH**



**SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.**

9. **Start of Work:** The Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than \_\_\_\_\_ calendar days after release to proceed.

10. **Clean Up:** Company shall promptly remove from the City's premises all materials condemned by the City's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by the City, City may remove and replace such at Company's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Company of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** The City may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

- 12.2. Claims filed or reasonable evidence indicating possible filing of claims; or
- 12.3. Failure of the Company to make payments promptly to subcontractors or for material or labor which the City may pay as an agent for the Company; or
- 12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Company provides a surety bond satisfactory to the City, which will protect the City in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to the City of any kind whatsoever.

14. **PROMPT PAY ACT:** The City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

15. **Payment; Retainage:** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City’s requirements.

15.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City’s sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City’s representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

16. **No Third Party Beneficiary:** The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third party beneficiary or other rights hereunder.

17. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE COMPANY AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

18. **Sovereign Immunity:** By executing this contract the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

## 19. Insurance

Company shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person  
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -  
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Company certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82<sup>nd</sup> regular session of the Texas Legislature, and effective January 1, 2012. The Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Company.

20. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

21. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

22. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract,

without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

23. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Company’s work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

24. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company’s notice is

insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

25. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

26. **Termination At Will:** The City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to the Company. The parties to this Contract understand and agree that it is in the City's sole discretion to cancel the Contract during the term of the Contract without penalty to the City. The Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

27. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

Contract No: 16004303

City of Midland

COMPANY

---

Courtney B. Sharp, City Manager

APPROVED ONLY AS TO FORM

---

John Ohnemiller, City Attorney

ATTEST

---

Amy M. Turner, City Secretary

Company Corporate Acknowledgment: Contract: 16004303

STATE OF TEXAS           §

§

COUNTY OF MIDLAND   §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared, \_\_\_\_\_, an officer of \_\_\_\_\_, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Public, State of Texas



# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

**Form CIQ:** This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: <http://www.midlandtexas.gov/>

Upon completion of the form, sign and submit with bid or mail to:

City of Midland  
Attn: City Secretary  
PO Box 1152  
Midland, Texas 79702

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

TASER International, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

August 22, 2016

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CITY OF MIDLAND

## ADDENDUM

**BID # 16004303**

Body Worn Camera System

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: August 2, 2016

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1: How will the BWC data be stored?

A1: Either local or cloud based. This will depend on the system, overall cost of storage, and what is in the best interest of the City of Midland Police Department.

Q2: Will the cameras need to be integrated with any other systems (ex: in car cameras)?

A2: If possible, this would be an option that would be considered.

Q3: Who provides your current in car cameras?

A3: Panasonic Arbitrator.

Q4: How old are the departments in car cameras?

A4: 2010 or newer.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

*All other terms and conditions shall remain the same.*

TASER International, Inc.

Company Name

Bidder Authorized Signature

Josh Isner, EVP Global Sales

Please Print Above Name

August 22, 2016

Date

800.978.2737

Phone

# CITY OF MIDLAND

## ADDENDUM

**BID # 16004303**

Body Cameras

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: August 3, 2016

The following changes have been made to the specifications. Please make note of these changes and incorporate them in your bid.

Please note the following pre-proposal date change:

**The pre-proposal conference date has changed to August 10, 2016 at 3:00pm in the City Hall Basement Classroom, 300 N. Loraine St., Midland, Texas**

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

*All other terms and conditions shall remain the same.*

TASER International, Inc.

Company Name

Bidder Authorized Signature

Josh Isner, EVP Global Sales

Please Print Above Name

August 22, 2016

Date

800.978.2737

Phone

# CITY OF MIDLAND

## ADDENDUM

**BID # 16004303**

Body Cameras

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: August 3, 2016

The following changes have been made to the specifications. Please make note of these changes and incorporate them in your bid.

Please note the CORRECTED pre-proposal date change:

**The pre-proposal conference date has changed to August 9, 2016 at 3:00pm in the City Hall Basement Classroom, 300 N. Loraine St., Midland, Texas**

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

*All other terms and conditions shall remain the same.*

TASER International, Inc.

Company Name

Bidder Authorized Signature

Josh Isner, EVP Global Sales

Please Print Above Name

August 22, 2016

Date

800.978.2737

Phone

# CITY OF MIDLAND

## ADDENDUM

**BID # 16004303**

Body Cameras

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: August 9, 2016

The following changes have been made to the specifications. Please make note of these changes and incorporate them in your bid.

Q1: In multiple places throughout the RFP it refers to "bidder certification". I'm not sure what this is referring to? Is this a form that is included with the RFP that is named something different or is it an attachment that I have missed?

A1: Please disregard the bidder certification.

Q2: Does the rechargeable battery need to be operated by the officer or will a technician need to change this?

A2: It's preferred that the officer be able to replace the battery in the field without a technician.

Q3: What type of auto image stabilizer is needed?

A3: The auto image stabilizer needs to be digital.

Q4: Can the one-piece unit camera have cables?

A4: There needs to be one unit on the chest with no cables.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

*All other terms and conditions shall remain the same.*

TASER International, Inc.

Company Name

Bidder Authorized Signature

Josh Isner, EVP Global Sales

Please Print Above Name

August 22, 2016

Date

800.978.2737

Phone



# CITY OF MIDLAND

## ADDENDUM

**BID # 16004303**

Body Cameras

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: August 11, 2016

The following changes have been made to the specifications. Please make note of these changes and incorporate them in your bid.

Q1: How long is the retainage plan for the video surveillance?

A1: Regular traffic stops is 120 days, misdemeanor offenses are 1 year, and felony offenses are 2 years.

Q2: What is the preferred storage architecture?

A2: Our current storage is on a local arbitrator server. We have no preference, local or cloud, but will choose whichever is the most advantageous for the City of Midland, no matter the advantages of one over the other.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

*All other terms and conditions shall remain the same.*

TASER International, Inc.

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Bidder Authorized Signature

Josh Isner, EVP Global Sales

\_\_\_\_\_  
Please Print Above Name

August 22, 2016

\_\_\_\_\_  
Date

800.978.2737

\_\_\_\_\_  
Phone



### 3: DESIGNATED ACCOUNT REPRESENTATIVE

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As required by the RFP Structure, we are providing the following information requested:

#### **Document their role in providing support to the City**

TASER will provide the Midland PD with a team of experienced professionals to ensure an efficient deployment of your Axon Body cameras. The TASER Project Team will consist of the following roles and how they will be an integral part of your successful project:

- **A Project Manager:** The Project Manager will develop a Project Schedule and Go Live Checklist for the deployment of Axon camera units, Axon Docks and Evidence.com account training. He/she will also work closely with Midland PD's Project Manager to ensure that all integrations, configurations and trainings are completed or scheduled prior to deployment.
- **A Professional Services Manager:** Your Professional Services Manager will assist with all aspects of training. If requested, TASER will align user trainings with officers' shift schedules, in order to minimize disruption in Midland PD's daily functions. Other tasks, including equipment configurations, consultative implementation services, and administrative trainings, will be scheduled around Midland PD's preferences as well.
- **A Pre-Sales System Engineer:** Your Pre-Sales System Engineer will oversee all network/technical needs and integrations with your current systems (e.g. CAD/RMS integration, light bar activation, etc.). He will work in collaboration with the Midland PD's IT point of contact to assess current bandwidth, calculate the potential network impact of the body-worn camera system and develop ways to reduce network impact. The assigned Pre-Sales System Engineer will also assist with calculating the exact network impact and development.
- **A Regional Support Manager:** Your Regional Support Manager is a supplemental point of contact within TASER headquarters. Their job is to ensure a good standing health for your agency's Axon and Evidence.com program by utilizing consistent communication, virtual support, and providing the necessary resources needed to make sure you are set up for success.
- **Technical and Customer Support Team:** TASER's Technical and Customer Support Representatives provide first class service to TASER customers through multiple communication channels, which may include, but are not limited to, email, phone, web chat and community forums. Our representatives will be able to troubleshoot and resolve technical issues (including but not limited to Axon and Evidence.com

and associated software products, training, and software download/installation/registration/ performance), billing issues, and any other TASER/Axon related questions. Reps build and maintain subject matter expertise of all TASER & Axon products/solutions, prices and policies. While assisting customers, they will report bugs and trends to the necessary stakeholders and process/performance improvement suggestions to the customer support manager.

## **Detail experience required by company for Account Representatives**

### **Hiring the Most Qualified Account Representatives**

TASER uses several testing platforms to ensure we hire qualified and proficient technical personnel. Applicants must submit a portfolio, provide references and are given Predictive Index (PI) test and a salesmanship test.

Any technical personnel are interviewed by other technical personnel and are required to showcase their skills in a pre-employment assignment. TASER's interview process is several days long, and usually requires more than two trips to TASER headquarters for day-long interviews, including one-on-one interviews as well as group interviews.

Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these challenges. TASER's hiring process intends to identify candidates who can do this effectively. It's our intention to hire people who also derive great satisfaction in helping others, solve challenges through technological adoption, implementation, and advancement.

Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the TASER team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career.

The most successful candidates are then invited to TASER headquarters. Throughout the day, they meet five senior members of the TASER team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within TASER. The internal team then debriefs about

the candidate's potential fit as a representative of the company, on law enforcement's behalf.

If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at TASER). If appropriate, candidates move on to the final stage of the review and hiring process.

During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made.

The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The TASER organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.

### **Midland Team Bios**

Below we have included small bios on the individuals that could be involved in your transition, once TASER is awarded this exciting project.

#### **Brandon Davis, Professional Services Manager**

Brandon Davis was in law enforcement for 20 years prior to moving to a full-time position with TASER International as a Professional Services Manager in June of 2016. Brandon has an Associate's of Art's Degree, with a Criminal Justice emphasis from Grantham University and has been a Master Instructor with Taser International since 2011.

Brandon was promoted to Sergeant of the Mountainburg Police Department in 2010 where he remained in the patrol division until leaving full-time police service. Brandon spent the vast majority of his law enforcement career in the patrol division, which was the position he loved the most during his career. In his 20 years of Law Enforcement experience, Brandon served over 15 years in a training capacity, ranging from Field

Training Officer to teaching courses to newly hired academy students. He also spent nine years as a member of the Fort Smith Police Department's SWAT team, and five years as a detective.

Brandon served in the US Army for three years of active duty service and seven years as a member of the National Guard. While in the Army, Brandon worked as a Military Policeman but also worked at the United States Disciplinary Barracks, located in Leavenworth, Kansas. While at the prison, Brandon was a member of the SORT Team and worked primarily in solitary confinement and with Death Row inmates. Brandon spent the latter part of his military career protecting one and two star generals as the NCIOC (Non-Commissioned Officer in Charge) of their Personal Security Details which is what he did while deployed to Iraq from 2004-2005. When not actively working in his official capacity with TASER International, Brandon continues to serve in a reserve police officer capacity with the Mountainburg, Arkansas Police Department.

#### **AJ Banda, Regional Support Manager**

AJ is a Regional Support Manager and a supplemental point of contact within TASER headquarters. AJ has been with TASER since 2010 and is based out of our Scottsdale headquarters. He is the Regional Support Manager for major agencies in the Southern US, including: Alabama, Arizona, Arkansas, Louisiana, Mississippi Nevada, New Mexico, Oklahoma and Texas.

## 4: COMPANY INFO & FINANCIAL STATUS

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### Introduction to TASER

Founded in 1993, we first transformed law enforcement with our conducted electrical devices. Today, we continue to define smarter policing with our growing suite of technology solutions, including Axon body-worn video cameras and Evidence.com, a secure cloud-based digital evidence management platform. TASER is the leader in on-officer video, with over 154,000+ of its Axon body-worn cameras and TASER Cams in the field.

TASER incorporated on January 5, 2001 in Delaware as TASER International, Inc. In May 2001, the company became publicly traded on the NASDAQ stock exchange (TASR). TASER is an active Delaware corporation with its principal place of business in Scottsdale, Arizona. On September 7, 1993, TASER International, Inc. was first incorporated in Arizona as ICER Corporation. Then, in December 1993, ICER Corporation changed its name to AIR TASER Inc. Thereafter, in April 1998, AIR TASER, Inc. changed its name to TASER International, Incorporated.

### Company Vision

#### TASER's Mission: Protect Life. Protect Truth.

TASER's Conducted Electronic Weapons (CEWs) are used worldwide by law enforcement, military, correctional, professional security, and personal protection markets. TASER CEWs use proprietary technology to incapacitate dangerous, combative, or high-risk subjects who pose a risk to law enforcement/correctional officers, innocent citizens, or themselves; and CEWs are generally recognized as a safer alternative to other uses of force. TASER CEW technology protects life, and the use of TASER devices dramatically reduces injury rates for law enforcement officers and suspects. Today, over 17,000 law enforcement agencies use TASER CEWs, and they are used in more than 40 countries worldwide.

Years of working with law enforcement deploying our CEW solutions gave us insight into the needs of law enforcement in a technological world. This led us to investing in the development of a digital evidence management solution. Evidence.com is a new division of TASER International, the same company that transformed law enforcement with conducted electrical weapons. Now we're doing it again with wearable technology and digital evidence management, all toward the end goal of saving lives and protecting truth.

## Our Values

At TASER, what we do matters: We Protect Life. We Protect Truth.

- **Why we do it matters:** We are committed to making this world a safer place.
- **How we do it matters:** We're out to win, but we're out to win in the right way. We don't take shortcuts to simply win the race.
- **Whether we do it matters:** Nothing happens unless you take the first step. We take the initiative to change the game.
- **When we do it matters:** There is a time and a place for everything, and sometimes you have to make key tradeoffs to move the right things forward.
- **Who you do it with matters:** We're all on this rocket ship together, and when you go on a mission you want to have awesome, intelligent, hardworking, and caring people with you.



## Our Collaborative Technology Platform

### Axon - A Simple, Powerful Platform

We use technology to simplify the work you do every day throughout the criminal justice system. Our connected solutions help you be safer and more efficient, and enable greater transparency with the communities you serve. Evidence.com is an end-to-end solution for not only storing data, but also for efficiently managing and sharing that data. Our security meets or exceeds industry standards at every step so your information is always safe.

TASER's Axon division creates connected technologies for truth in public safety. As a business unit of TASER, Axon builds on a history of innovation in policing, and our hardware and software solutions are built specifically for law enforcement. Axon is not just a collection of individual technologies; it is a cohesive ecosystem. Every product works together, built by the same team of engineers and supported by the same technicians.



Every product – from our Smart Weapons, to our body-worn cameras, in-car cameras, to our digital evidence management system – integrates seamlessly with one another and often complements the systems and processes you already use.

Axon Interview allows agencies to capture video of witness and suspect interviews, tag it with descriptive metadata and automatically transfer it to Evidence.com. Featuring world-class security and large-agency support, it is a full interview room video solution that provides critical, defensible evidence for the prosecution.

Evidence.com is a scalable, cloud-based system that consolidates all of your digital files, making them easy to manage, access and share while maintaining security and chain of custody. Eliminate data silos and manage all types of digital media from capture to courtroom, all with one secure system.

The indisputable testimony created by interview footage created an influx of video evidence data that is more than most agencies and attorneys can handle. To meet this need, TASER International has developed Evidence.com for Prosecutors - a centralized, comprehensive, secure, and scalable digital data management system designed for 21st-century law enforcement.

## I.A: Company Qualifications & Experience

### A.1: Exhibit three (3) years or more experience in body-worn camera systems within the contiguous United States

TASER provides body-worn cameras to Law Enforcement, and has been providing these services for 9 years. Founded in 1993, we first transformed law enforcement with our conducted electrical weapons (CEW). Today, we continue to define smarter policing with our growing suite of technology solutions.

**TASER is the market leader** in part because our products are backed by a team that is as dedicated to your successful deployment as you are. The TASER Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all TASER products, and experience in deploying body camera programs to thousands of agencies across the country.

Through Axon and Evidence.com, TASER has deployed over 50,000 body worn camera (BWC) units and 76,000 TASER cam recorders to the Law Enforcement community:

- More than 3,500 police agencies have purchased Axon cameras in the U.S.

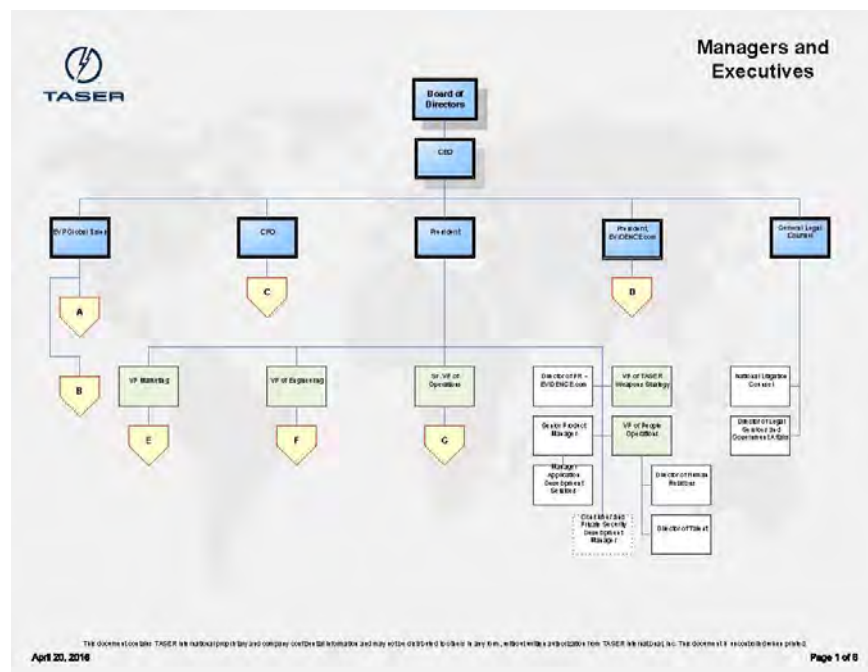
- More than 154,000 cameras have been purchased globally including Axon Body, Axon Flex, and TASER Cam recorders.
- 31 members of the Major City Chiefs Association have adopted TASER's Axon body cameras and evidence management suite.
- More than 5,500 police agencies use Evidence.com and have collectively stored over two Petabytes of data on Evidence.com.

**A.2: Shall have an existing, functional body-worn camera system already in use with law enforcement agencies within the State of Texas**

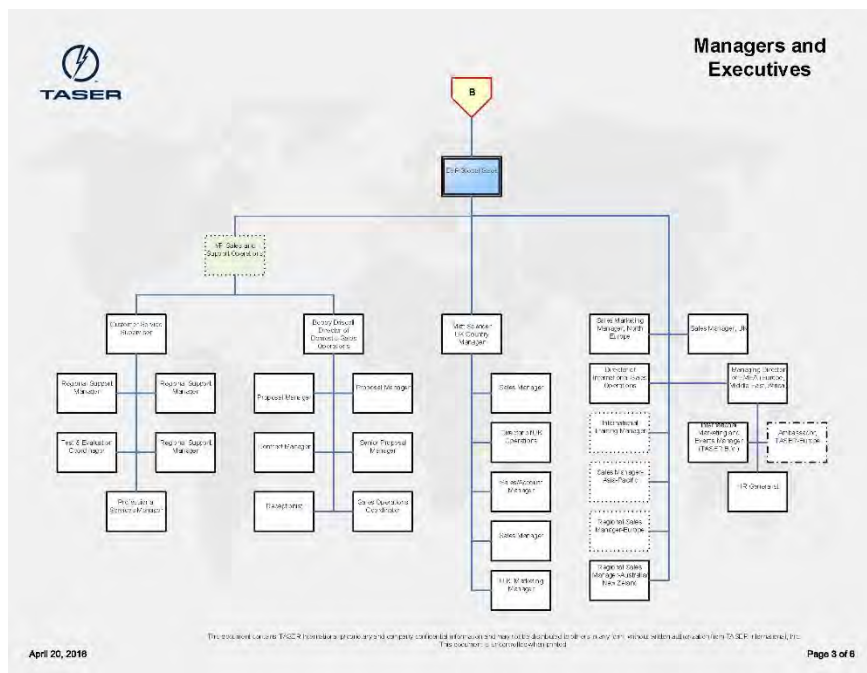
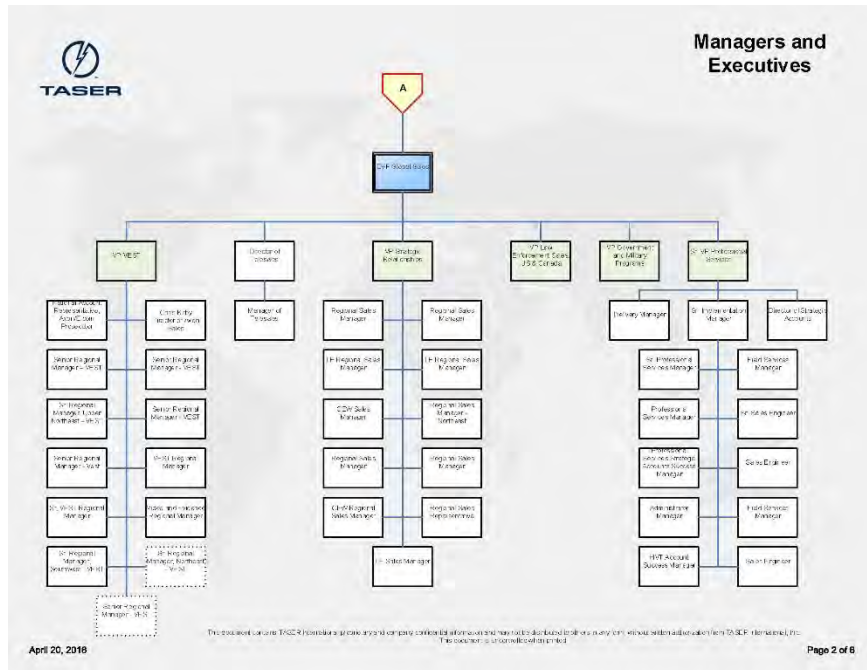
Confirmed – TASER has been working with Texas agencies across the state, partnering with them on these exciting and crucial projects. We have provided some of our Texas partnering agencies within the section that requests references.

**A.3: Company organizational chart must be included in response**

Below is a high level depiction of TASER's organizational structure and tiers. The following three diagrams are confidential and proprietary information of TASER.







**A.4: Respondent must demonstrate proof of company financial stability by submitting audited financial statements from previous 3 years. Financial statements may be submitted in a separate, sealed envelope.**

Confirmed – We have included our financial statements on a flash drive in a separately, sealed envelope within our package.

In addition, TASER is a publicly traded and all of our financial statements are publicly available online at [taser.com](http://taser.com). For quick reference, we have also provided the following annual Net Sales for the past 3 years:

- Net sales were \$137.8 million for the year ending December 31, 2013.
- Net sales were \$164.5 million for the year ending December 31, 2014.
- Net sales were \$197.9 million for the year ending December 31, 2015.

**A.5: If any part of the system is hosted off-site, provide a description of respondent's policies regarding storage, retention, backup and distribution of data.**

Evidence.com is designed to be extremely resilient. Evidence.com is hosted on industry-leading Infrastructure as a Service (IaaS) providers that provide secure, scalable, and durable computing and storage resources. Evidence.com inherits the resiliency advantages of IaaS providers and layers additional redundancies and security on top of the IaaS resources. Evidence.com is geographically distributed operating on active/active, load-balancing architectures.

The primary Evidence.com data centers are located in Boydton, VA and Des Moines, IA. The application runs in three different data centers within that region. Evidence data and database backups are stored in at least three datacenters such that availability is maintained even in the event of two complete data center failures.

Within the data centers that host Evidence.com, environmental controls such as fire detection and suppression systems, air conditioning and humidity monitoring systems, uninterruptible power supply (UPS) units, and generators are in place to protect assets.

Retention is based off your Agency's retention policies, which is managed by your Agency.

**A.6: If any parts of the system is hosted off-site, describe the utilization of a business continuity plan, including failover to a primary disaster site and including the time period for resumption of normal client activities.**

TASER International maintains disaster recovery procedures and business continuity plans for Evidence.com.

Redundancy is built into the infrastructure hosting Evidence.com, hence failover will be initiated by the hosting platform automatically. As a hosted solution, the Midland PD's data is stored and protected utilizing industry best practices in security and redundancy.

When deploying Evidence.com, Microsoft Azure manages the underlying infrastructure. The Azure infrastructure has been designed to provide the highest availability while putting strong safeguards in place regarding customer privacy and segregation. Failover is automatic and does not require any technical configurations by the Midland PD. Furthermore, the system is remotely monitored 24/7 by a team of engineers and any fault detected is immediately handled and the failed component replaced or restored from backup as necessary.

Evidence.com is a hosted solution built with enterprise-grade failover capabilities. With the Evidence.com cloud solution, the Midland PD inherits all the best practices of world-class security, architecture, and operational processes built to satisfy the requirements of the most security sensitive users.

In the rare event of a system outage – Following the event, data can be verified for completeness and accuracy with a cryptographic hash function, the same method used to prove the data has not been altered upon initial ingestion.

All assets ingested into Evidence.com are authenticated as true and complete with a secure hash algorithm (SHA). A revision control system can be used to ensure SHA hash information generated for a piece of evidence is unchanged and remains accurate. This method meets international standards for information processing and will concretely show that data integrity has not compromised.

### **Application Redundancy**

The Axon solution will provide maximum security against data loss using industry best practices and minimize, if not eliminate any possible interruption to service:

- **Multiple Locations** - Each Evidence.com region is comprised of multiple, isolated locations and all Evidence.com application components are duplicated across all these locations for a fully redundant, Hot/Hot failover, infrastructure
- **Highly Available** - Evidence.com is spread across isolated locations, and all components (e.g. databases, web servers) are further backed up daily to a highly available and durable storage location to support a Hot/Cold failover and recovery objective.
- **Automatic Failover** - No human intervention is required in the event of a primary data center failure.
- **Active-Active Topology** - Because the solution was designed from the start to run as a highly-available application, it is equipped to handle a wide range of failures in the underlying infrastructure. The active-active design means that computing resources are efficiently utilized, no resources are wasted on “standby” servers.

- **Commodity Hardware** - No special systems required for high-availability.
- **Local Replication** – the application also makes its easy, should the <<client>> wish, to keep local copies of certain content. The application provides “Bulk Download” functionality.

**A.7: If any part of the system is hosted off-site, describe their ongoing maintenance and system testing procedures.**

All changes to Evidence.com are carried out in a planned, well-documented, repeatable, and authorized manner. Change management procedures are ISO/IEC 27001:2013 certified and include rigorous testing, acceptance and approval processes. Changes and upgrades are deployed to Axon products to provide for new features and enhancements as well as to update the service to ensure its security, availability and performance.

Axon Evidence.com application and infrastructure upgrades and deployments are carried out in accordance within defined scheduled routine maintenance windows, typically on the fourth Tuesday of each month. During the maintenance windows, the Evidence.com service may be unavailable to customers. However, any pending evidence uploads will be reinitiated by the Axon device once the service is available. No customer interaction is typically required for Axon Evidence.com upgrades and deployments.

TASER International performs at least four (quarterly) web application penetration tests of Evidence.com per year to validate the security of our systems and make adjustments as necessary. These tests are supplemented by monthly vulnerability scans conducted by our internal information security team. Penetration tests are performed by external, industry leading security firms and include testing against the OWASP Top 10. Vulnerability scans are performed by an industry-leading automated scanning solution.

**A.8: Include Service Level Agreements (SLAs) with other agencies.**

Confirmed - Some examples of milestones that are often measured are:

- Delivery of Hardware
- Training
- Roll-out
- Evidence.com uptime
- Integration (if applicable)
- Responsiveness of Account/Sales Representative
- Responsiveness of Account Manager

Our Service Level Agreement is included within the attached TASER Master Services and Purchasing Agreement for your review and consideration.

**A.9: Provide an implementation plan with a timeline from contract signature through installation and user training with clearly identified roles and responsibilities for both respondent and client.**

Upon notification that TASER is the successful vendor, TASER will work expeditiously to complete contract negotiations with the City. Once a final agreement is executed, TASER is prepared to provide the required services in reasonable timeframes acceptable to the Midland PD.

**Project Management Methodology**

TASER's Project Management Methodology (PMM) provides a series of roadmaps for personnel to navigate toward a common set of goals. The PMM provides the project tracking, risk, problem, communication, quality, and change management processes and tools that are key to successful management of information technology projects.

During the implementation kick-off, the TASER Project Manager will tailor the methodology to align with the specific objectives and requirements of the Midland PD. The resulting concepts, tools, and techniques will be shared with each member of the team and will become a way of life for the project staff. This will provide the structure, focus, and discipline needed to successfully deliver a project of this size and complexity.

The key to TASER's PMM is its use of continuous quality management, which includes two levels of quality assurance throughout the project. First is the quality assurance of project deliverables. Our Project Manager will be responsible for verifying that each project deliverable meets the requirements of the contract and that the appropriate reviews/inspections are performed by the Midland PD.

Most importantly, our Project Manager will confirm that any issues are addressed in a timely and appropriate manner. The second level of quality assurance is periodic project reviews. These reviews measure compliance to sound Project Management practices as defined by the PMM. For this project, we will be responsible for managing our staff resources assigned to the project and for coordinating with the Midland Project Manager, who will coordinate activities according to the mutually agreed to project plan.

Our project team is experienced in managing all aspects of large-scale implementations. Our extensive experience allows us to anticipate potential risks and to take corrective actions early so that project scope, schedule, and budget are not impacted.

We have four basic objectives in managing a project, which are the foundation of any sound project management methodology:

- High-quality work: Deliver high quality end products, address business objectives, and meet end user requirements.
- On-time delivery: Complete deliverables on schedule and within budget.
- Effective Communication: Maintain timely and accurate communication to project participants throughout the entire project.
- Aggressive management: Identify potential problems before they develop, and initiate appropriate corrective action

Based on the general timeline provided within the RFP, below is a timeline, calling out major milestones that TASER's Professional Services will expect to follow. Dates are tentative and subject to change based on actual award, contract execution and notice to proceed dates.

<b>Milestones and Tasks</b>	<b>Date</b>
<b>ASSIGNMENT OF A DEDICATED PROJECT MANAGER</b> Within 10 days of contract award, manager will be assigned and initial contact with agency made	<b>09/23/16</b>
<b>INTRODUCTORY CONFERENCE CALL WITH TASER PROFESSIONAL SERVICES MANAGER AND AGENCY</b>	<b>09/30/16</b>
<b>PLANNING CONFERENCE CALL</b> <ul style="list-style-type: none"><li>▪ Discuss the following items to ensure an effective deployment<ul style="list-style-type: none"><li>○ Department Policy/Procedure</li><li>○ Evidence Dock location and network needs</li><li>○ Review of Evidence.com roles, permissions, categories and retention periods.</li><li>○ Scheduling of on-site training dates based on the agency's needs</li></ul></li></ul>	<b>10/07/16</b>
<b>TASER Professional Services Team On-Site</b> <ul style="list-style-type: none"><li>▪ Evidence.com review and configuration</li><li>▪ Axon Dock configuration</li><li>▪ Axon Device configuration</li><li>▪ System Admin, Armorer, Records, User training</li><li>▪ Up to 4 days of on-site work based on the needs of the agency for a successful deployment</li></ul>	<b>11/13/16</b>



**A.10: The respondent must offer printed, and/or online training manuals as well as suggestions for use and best practices as part of the training process. A minimum of two (2) hardcopies of the training materials will also be provided.**

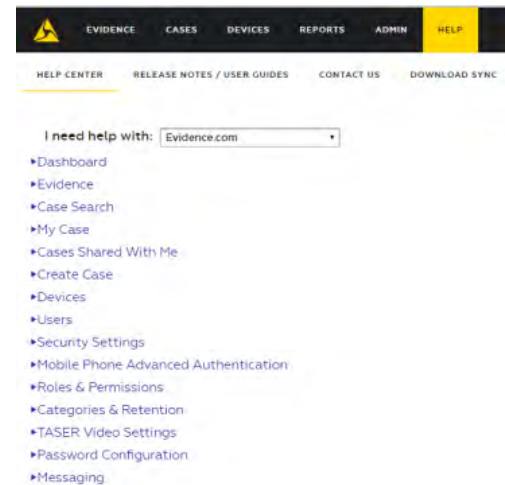
Confirmed – During implementation, TASER will provide the Midland PD with all materials necessary to execute the required training, including printed hardcopies and digital copies.

Materials include but are not limited to the following. All materials are the Midland PD's to keep and use for future training or as needed.

- Best Practices Guide
- End-to-End Deployment Guide
- User and Administrator Training Lesson Plans
- Training Outlines
- Hardware Installation Guides
- Sample Body-Worn Camera Policies

In addition to the materials provided during implementation, as mentioned above, the Help Center Interface in Evidence.com provides access to documentation and information including:

- **Evidence.com and Evidence Sync FAQs**
- **Release Notes** - The Release Notes page displays links to the release notes containing a summary of features and enhancements for the current and previous releases.
  - Monthly Release Notes
  - Evidence.com Version Release Notes
- **Email Notification of Updated Features**  
A detailed email is sent to Evidence.com Administrators when new releases, updates or upgrades are made to Evidence.com, Evidence Sync or Axon hardware.
- **User Guides** - The User Guides page displays links to guides that provide detailed information on Evidence.com features. Release notes and user guides are in PDF format.
  - Evidence.com Administrator Reference Guide
  - Evidence.com Reporting Instructions



TASER's Axon Academy is a Web-based learning management system that contains a wide-variety of instructional resources and educational opportunities for new and existing Evidence.com, Evidence Sync and Axon Hardware users. The curriculum and performance support materials include, but are not limited to:

- Job Aids
- E-Learning Certification Programs
- Video Training Demonstrations
- Software Simulations
- Enrollment for Virtual Classes
- Recordings of Previous Classes and Demonstrations
- Sample Lesson Plans

## Comprehensive Professional Services

TASER can help the Midland PD maximize your Axon and Evidence.com investment with comprehensive implementation and custom integration services (if applicable). The TASER Professional Services team consists of a group of highly skilled individuals with in-depth knowledge of all TASER, Axon and Evidence.com products. The full-service professional services package includes a dedicated Project Manager who will create a custom project plan to fit the Midland PD's needs. On-site system configuration and setup along with on-site go-live training and support is also included.

Additional packages and services are available, including CAD/RMS Integrations and Network or Application Security Assessments, custom-designed to analyze Midland PD's information security posture.

There are other benefits with TASER Professional Services, such as subject matter experts who consult on best practices for setup, configuration, policy and overall program performance. Agency program success is three times greater where Professional Services has rendered on-site support, than where we have not.

Our Professional Services Managers focus entirely on on-site and off-site training. Our experienced team can train everyone from officers, administrators, armorers, supervisors, detectives and even prosecutors.

TASER recommends a train-the-trainer model, which tends to work well for our Law Enforcement customers. This model will enable the Midland PD to train officers based on their schedules and availability. As more Axon cameras are added to the Agency, those trainers can provide the same level of training at no additional cost to the Agency.



## **Install, Configure and Test Your System**

During this phase of implementation, TASER's Professional Services team will assist with the following tasks:

### **1. System Set Up and Configuration**

- Setup Axon View on smart phones (if applicable).
- Configure categories & custom roles based on Agency need.
- Troubleshoot IT issues with Evidence.com and Axon Dock access.
- Work with IT to install Evidence Sync software on locked-down computers (if applicable).

### **2. Axon Dock Installation**

- Work with Agency to decide ideal location of Axon Dock setup and set configurations on Axon Dock if necessary.
- Authenticate Axon Dock with Evidence.com using "admin" credentials from Agency.
- Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.

### **3. Train the First Wave**

An initial, limited number of Key Users, Armorer(s) and System Administrator(s) should be trained. The size of this contingent depends on agency size or size of the planned full deployment. These officers will serve a number of roles, including final confirmation of system functionality and performance. They will likely provide useful feedback on any localized issues that had not been previously identified. They will provide a demonstration and information platform for their co-worker/future User Officers. They typically become a resource when newer Users are activated and require training or assistance.

For every agency on Evidence.com, a 'Super Administrator' account is created by TASER during the initial implementation cycle. Typically, the 'Super Administrator' is the individual most responsible for the agency's Evidence.com account.

This will be the first user account and the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Evidence.com services. This account does not differ from other Administrator accounts setup within the agency. It is called Super Administrator only because it is the first account that is required to be set up for a new agency.

Our team will provide step-by-step explanations and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com. Administrators should attend all of the training sessions that are decided upon.

TASER will then provide Axon Instructor training with the goal of certifying instructors who can support the Agency's subsequent training needs. We recommend a train-the-trainer model for Law Enforcement customers, as it enables Midland PD to train new officers based on their schedules and availability. As more Axon cameras are added to the Agency, those trainers can provide the same level of training at no additional cost to the Agency.

Axon recordings can be used to enhance new-officer or in-service training. Many training academies and Field Training Programs have improved upon the quality of training provided and reduced the time required waiting for opportunities to encounter certain high-risk/low-frequency events.

#### **4. Start Small, Test, Assess, Correct, and then Go Big**

Deploy the Key Users. Make sure the way you've configured your system integrates smoothly into your workflow. Assess readiness based on evaluation and feedback and make any necessary adjustments. Once you've taken these steps, you're ready to schedule the rest of your User training.

#### **5. End-User Training**

During on-site training, our Professional Services team will provide the Midland PD with documentation including but not limited to the following. All of these items are the Midland PD's to keep for reference and use in future training sessions.

- Axon Dock Manuals
- Evidence Sync Set Up and User Manuals
- Axon Camera Quick Start Guides and User Manuals
- Evidence.com Administrator Reference Guide
- Evidence.com Security Guide
- End-to-End Deployment Guide
- Implementation Best Practices Guide and
- Go Live Checklist.

## 5: PRICING INFORMATION OUTLINED IN I.B

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**B.1: All pricing should be inclusive of the body camera system as per specification, data management and storage solution, docking station, wall mounting bracket assembly, and warranty and licensing. Each of these categories should be broken down to allow the City to evaluate the response.**

Confirmed – TASER is providing a detailed breakdown of our pricing to allow Midland evaluation of the response. Pricing has been included in the Price Schedule within Section 2: Required City Forms, as stipulated by the RFP.

**B.2: Outline all additional fees, if any.**

Confirmed – TASER is providing a detailed breakdown of our pricing to allow Midland evaluation of the response. Pricing has been included in the Price Schedule within Section 2: Required City Forms, as stipulated by the RFP.

**B.3: Identify any recurring costs.**

Confirmed – TASER is providing a detailed breakdown of our pricing to allow Midland evaluation of the response. Pricing has been included in the Price Schedule within Section 2: Required City Forms, as stipulated by the RFP.

**B.4: Price should include an annual contract automatically renewable each year unless either party gives written notice within 30-days of the contract termination that it wishes to terminate the agreement. There may be no more than a 5% increase in the maintenance contract annually and written notification of any increase must be given to the City of Midland within 30- days of the existing contract expiration date. The written notification of increase must include the amount of the increase.**

Confirmed – TASER is providing a detailed breakdown of our pricing to allow Midland evaluation of the response. Pricing has been included in the Price Schedule within Section 2: Required City Forms, as stipulated by the RFP.

**B.5: The Vendor's cost proposal should include all potential costs for the Body Cameras Project. The evaluation of all proposals shall be based upon driving the "best value" for the City. Best value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price, but does not include the other necessary qualities and features of the desired products or services, does not meet the best value criterion.**

Confirmed – TASER is providing a detailed breakdown of our pricing to allow Midland evaluation of the response. Pricing has been included in the Price Schedule within Section 2: Required City Forms, as stipulated by the RFP.

## 6: REFERENCES OUTLINED IN I.C

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**C.1: Provide at least 5 references in the state of Texas who are operating at least fifty (50) body worn cameras. All references included must be current, non-promotional clients who have the system in production for a minimum of twelve (12) months. The agency, contact name, email address and phone number of the contact is required.**

<b>1. Dallas Police Department</b> Contact: Major Paul Stokes Phone: (214) 671-3900 Email: <a href="mailto:paul.stokes@dpd.ci.dallas.tx.us">paul.stokes@dpd.ci.dallas.tx.us</a> Scope: 1,000 Cameras	<b>2. Fort Worth Police Department</b> Contact: Jeff Garwacki Phone: (817) 798-7431 Email: <a href="mailto:jeffrey.garwacki@fortworthtexas.gov">jeffrey.garwacki@fortworthtexas.gov</a> Scope: 690 cameras
<b>3. Sugar Land Police Department</b> Contact: Michelle Allen Phone: (281) 275-2606 Email: <a href="mailto:aallen@sugarlandtx.gov">aallen@sugarlandtx.gov</a> Scope: 123 Cameras	<b>4. Denton Police Department</b> Contact: Chris Summitt Phone: 1-940-349-7944 Email: <a href="mailto:chris.summitt@cityofdenton.com">chris.summitt@cityofdenton.com</a> Scope: 95 Cameras
<b>5. Grapevine Police Department</b> Contact: Mark Bills Phone: (817) 410-3217 Email: <a href="mailto:mbills@grapevinetexas.gov">mbills@grapevinetexas.gov</a> Scope: 105 Cameras	

## 7: RESPONSE TO RFP 'APPENDIX A'

### 7.1 General

<b>7.1.1</b>	<b>Full color audiovisual camera</b>
Confirmed – The Axon Body 2 is a self-contained audiovisual camera	
<b>7.1.1.1</b>	<b>Video capture must reflect the point of view of the officer, capturing both audio and video</b>
<p>Confirmed - Due to the wide Field of View (FOV) that that Axon Body 2 provides; this allows for a better representation of what the officer is seeing and provides a record of the officer's environment.</p> <p>The Axon Body 2 camera is the recording device for both audio and video. The camera represents excellent value with the ability to capture synchronized audio and video.</p>	
<b>7.1.1.2</b>	<b>Between 120 and 150 degrees field of view camera lens</b>
<p>Confirmed – The Axon Body 2's 142° wide-angle lens was designed to record a wide field of view (FOV) to capture accurate evidence, even when the device is mounted on an officer's beltline. Axon Body 2's diagonal field of view is 125° horizontal and 70° vertical.</p> <p>A wide FOV provides a better representation of what the officer is seeing and provides a record of the officer's environment.</p> <p><b>Distortion Correction</b></p> <p>In order to achieve an ultra-wide FOV, most cameras use an ultra-wide angle lens or 'fisheye' lens. Fisheye lenses result in distortion of the image. The Axon Body 2 automatically corrects for this distortion. Correcting for this distortion results in an overall better quality video. This difference is especially noticeable when dealing with still images generated from wide FOV video.</p> <p><b>Distortion Correction via Software</b></p> <p>Unlike many competitors' cameras, TASER's Axon Body 2 camera automatically corrects for fisheye on the camera. TASER's backend software (Evidence.com) currently provides the Midland PD the ability to correct for wide-angle distortion through Evidence.com.</p>	
<b>7.1.1.3</b>	<b>Retina low-light capability less than or equal to 0.1 lux</b>
<p>The Axon Body 2 has "Retina Low-Light" Imaging Technology of <math>\leq 0.1</math> lux. The human eye has a lux rating of approximately 0.1 lux. By matching that sensitivity, the camera is able to more accurately capture and portray the experience of the user.</p>	

### High Quality Optics

In order to achieve outstanding reproduction in low light, cameras can either utilize electronics (amplification) or optics (lenses). Axon cameras utilize high quality lenses. This is superior to amplification, which results in graininess and inaccurate reproduction. The videos offer a more accurate depiction of the officer's experience and provide better evidentiary value.

#### 7.1.1.4 Captures at least 30 seconds of previous video which is saved upon activation

Confirmed - The Axon Body 2's pre-event buffer is configurable from 0-120 seconds (in 15 second increments).

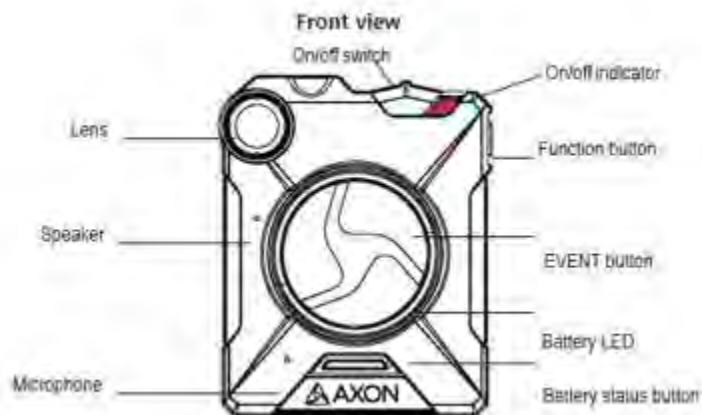
The system has two operating modes, Buffering and Event mode. Buffering mode is the default mode of operation (when the unit is turned on) and is activated seconds after turning on the device. The Axon Body 2 is in Event mode as soon as an officer double-taps the Event button to initiate the recording of an event. By default, the previous 30 seconds captured in Buffering mode will also be saved (without audio) as the beginning of the event. Your agency can extend the Buffering mode's duration to two minutes total (00:02:00).

There are several cameras on the market that provide a pre-event buffer. The TASER solution is unique in that it also provides the battery life necessary to utilize the buffer for the duration of the officer's shift. Pre-event buffer for the duration of the officer's shift ensures that digital evidence can be captured at any time.

Permission to adjust pre-event buffer settings is dependent on the Midland PD. Appropriate permissions are important for the best user experience.

#### 7.1.2 Power On/Off Button

Confirmed - The Axon Body 2 was designed specifically for use by law enforcement for in tactical policing situations. The raised on/off switch is strong enough to prevent accidentally powering the device down, yet can still be switched on if an officer is wearing gloves.



### 7.1.2.1 Indicator displaying camera status

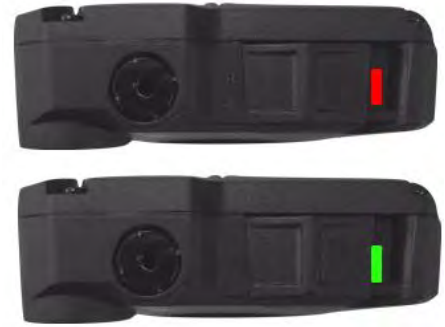
Confirmed - The Axon Body 2 provides audible (beeps), visual (LEDs), and/or haptic (vibration) feedback to clearly indicate the current mode of operation.

#### Visual Notifications

The Operation LED is located on the top of the Axon Body 2 so the officer can easily see the status. A blinking red LED indicates recording. Pressing the Battery button will momentarily light both the Operation LED and the Battery LED, displaying the current operating mode.

The Axon Body 2 provides a clear visual indication the device is recording in the form of an LED light, located on the top of the unit.

While recording, the LED will blink red to clearly indicate that the device is recording; the device's LED blinks green, the camera is in buffering mode.



Axon Body 2 Operating Mode	Operation LED
Recording Recovering Interrupted video*	Blinking Red
Buffering	Blinking Green
Booting Up Error State**	Solid Red
*When the Function LED also is blinking red	
** When the Function LED also is solid red	

#### Audible Notifications

To clearly indicate activation of the device to the user, the camera can also be configured to emit audible (beeps) and/or haptic (vibration) feedback. This ensures that the user knows the status of the device without having to look at it, which improves user experience and officer safety.

### 7.1.2.2 Any illumination controls have a user option which allows them to be extinguished during a tactical/darkness situation

Confirmed – For some situations, an officer may wish to turn off the lights on the camera. You can turn off the lights through the Evidence Sync software application or by using the Battery button.

- To turn the lights off using the Battery button: Press and hold the Battery button for 10 seconds.



- To turn the lights back on: Press and hold the Battery button for 10 seconds.

To use Evidence Sync:

1. Connect the Axon Body 2 camera to the Evidence Sync application.
2. Select the device settings.
3. Select the option to turn off the device LEDs.
  - The Operation LED flashes red, yellow, and then green before shutting down the lights.
  - Pressing the Battery button will momentarily light both the Operation LED and the Battery LED, displaying the current operating mode and battery level. For interpreting the LED colors, see *Chapter 2: Getting to Know Your Axon Body 2 Camera*.

To turn the lights back on:

1. Connect the Axon Body 2 camera to the Evidence Sync application.
2. Select the device settings.
3. Select the option to turn on the device LEDs.

### 7.1.3 Privacy Mode

Please see our response below in regards to Privacy Mode

#### 7.1.3.1 In addition to record and buffer, the system has a privacy mode where no recording will take place

The Axon Body 2 cameras can offer a “Privacy” mode by disabling the Pre-Event Buffer functionality. However, this would need to be configured at the Agency Level for all cameras vs. in the field by individual officers.

Essentially, the Axon Body 2 cameras have two operating modes, Buffering and Event mode. Buffering mode is the default mode of operation (when the unit is turned on) and is activated seconds after turning on the device. The Axon Body 2 is in Event mode as soon as an officer double-taps the Event button to initiate the recording of an event. The previous 30 seconds captured in Buffering mode will also be saved (without audio) as the beginning of the event.

To initiate event recording, simply tap the large concave button on the front of the camera two times. While the device is easily activated when worn in a shirt pocket or housed in a case, it is still protected against unintentional triggering. To end the recording, simply hold down the button for three seconds. The activation method was designed based on extensive customer feedback.

The cameras were designed this way to help eliminate the risk of an officer forgetting to turn off a “privacy” mode and then engaging an Event mode when critical events begin and the need for recording is crucial.

## 7.1.4 Recording On/Off Switch

Confirmed – To initiate Buffering mode (turn the camera on) Move the ON/OFF switch on the camera to the ON position. To initiate event recording, simply tap the large concave button on the front of the camera two times. While the device is easily activated when worn in a shirt pocket or housed in a case, it is still protected against unintentional event triggering. To end the recording, simply hold down the button for three seconds.

The Axon Body 2 was designed specifically for use by law enforcement for in tactical policing situations. The raised on/off switch is strong enough to prevent accidentally powering the device down, yet can still be switched on if an officer is wearing gloves.

### 7.1.4.1 Indicator displaying camera status

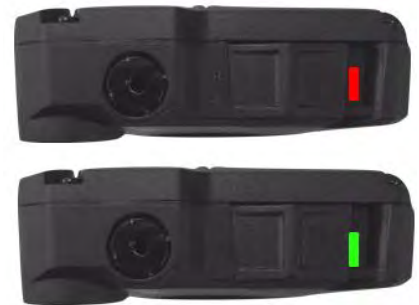
Confirmed - The Axon Body 2 provides audible (beeps), visual (LEDs), and/or haptic (vibration) feedback to clearly indicate the current mode of operation.

#### Visual Notifications

The Operation LED is located on the top of the Axon Body 2 so the officer can easily see the status. A blinking red LED indicates recording. Pressing the Battery button will momentarily light both the Operation LED and the Battery LED, displaying the current operating mode.

The Axon Body 2 provides a clear visual indication the device is recording in the form of an LED light, located on the top of the unit.

While recording, the LED will blink red to clearly indicate that the device is recording; the device's LED blinks green, the camera is in buffering mode.



Axon Body 2 Operating Mode	Operation LED
Recording Recovering Interrupted video*	Blinking Red
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*When the Function LED also is blinking red	
** When the Function LED also is solid red	

#### Audible Notifications

To clearly indicate activation of the device to the user, the camera can also be configured to emit audible (beeps) and/or haptic (vibration) feedback. This ensures that the user knows the status of the device without having to look at it, which improves user experience and officer safety.

#### 7.1.4.2

### **Must record for a minimum of four hours per activation to allow for things like long interviews, statements, or investigations.**

Confirmed – Once powered on, Axon cameras have two operating modes. The default mode, or Buffering mode, provides pre-event buffering to capture activities that occur before you activate the Event (recording) mode.

When the device is turned on and in buffering mode, a fully charged battery will last 12+ hours.

The Axon Body 2 video camera has four video quality settings:

- Low SD and High SD (480p)
- Low HD and High HD (720p and 1080p)

At 480p and 720p, the Axon Body 2 will provide enough power for 12+ hours of recording time.

The following settings will give you an average number of hours recorded:

- Low SD captures video at a 480P video resolution at a rate of .81 GB per 60 minutes of video. This allows for over 70 hours of recording
- High SD captures video at a 480P video resolution at a rate of 1.8 GB per 60 minutes of video. This allows for over 35 hours of recording
- Low HD captures video at 720P video resolution at a rate of 2.7 GB per 60 minutes of video. This allows for over 23 hours of recording
- High HD captures video at 1080P video resolution at a rate of 5.4 GB per 60 minutes of video. This allows for 11.3 hours of recording

At 1080P, the Axon Body 2 will provide enough power for 10+ hours of recording time.

#### 7.1.4.3

### **The system prevents user from deleting or editing the original file**

Confirmed - Officers cannot delete, alter or edit the videos stored on their camera. Using Axon View in the field, an officer can update the evidence title, ID and assign a category, however; the integrity of the original data can never be changed.

The device uses a non-standard connection to access data on the camera and a granular device-level audit trail will be available in a future release.

Content on the device is only deleted once it has been successfully transferred to the system, and once in the system can only be deleted in accordance with the Midland PD's retention or Role Based Access Control (RBAC) policies as defined and applied in the categorization of the video content.

A cryptographic SHA hash is automatically created by the camera every time a video is finished recording. This SHA is sent to the application to verify the integrity of the file and is used for

auditing purposes. The hash can be used to demonstrate that the recording has not been modified, down to the last bit.

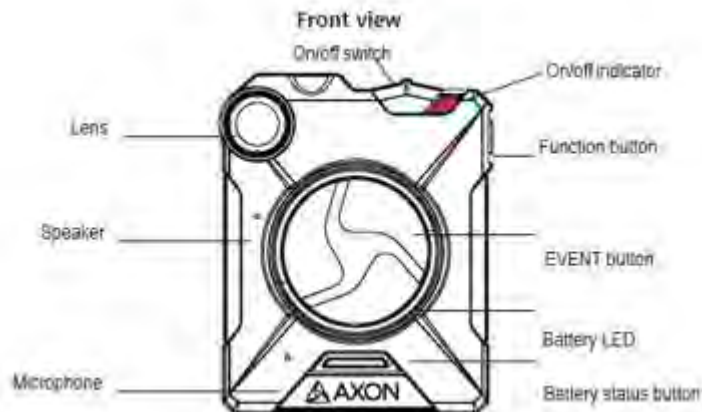
### 7.1.5 Audio on/off switch with volume control

Confirmed – You can select the desired volume settings for the audio beeps recorded by the device. The volume has four settings. At each level, the camera beeps, providing you with a sample of the volume:

- Low
- Medium
- High
- Off

#### Audio on/off

By pressing and holding the function button on the device for three seconds, an officer can mute the audio portion of the video capture.



By pressing and holding the function button on the device for another three seconds, the audio portion of the recording will be re-enabled.

### 7.1.6 Video can be reviewed in the field

Confirmed – Axon View is a mobile application that wirelessly connects with your Axon camera to provide instant playback of unfolding events from the field, in the field. You can use the app's live display to ensure your camera is well-placed, and the playback function helps eliminate the “he said, she said” on the spot.

#### Axon View: Instant Video Playback in the Field

Available for both Android and iOS devices, Axon View automatically maps video with GPS data and allows real-time tagging of metadata from your phone. Before you set foot in the office, your video is

filed into the correct retention schedule automatically. When you need it, evidence can be accessed quickly with a simple keyword search.

- Pairs Axon cameras with Android or iOS devices
- Instant replay prevents frivolous dispute of recorded events
- Live video streaming assists with optimal camera placement
- GPS tagging maps video evidence automatically
- Real-time metadata input enables easy searching and accurate retention

## Evidence Sync

Alternatively, using Evidence Sync, TASER's Microsoft Windows application, the Axon camera can be connected to an in-car MDT or MDC via USB cable.

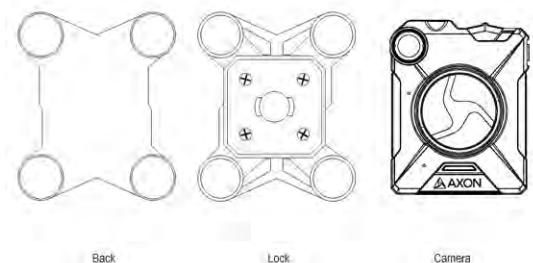
### 7.1.7

#### Camera can be mounted securely on the officer's chest or duty belt

Confirmed - The camera mounts utilize RapidLock technology, an attachment mechanism that allows the camera to be connected and disconnected from the mount in less than one second, while remaining securely and stably attached during an officer's shift. Officers can easily remove and remount the camera as desired, decreasing the time interacting with mounts and camera holsters on a daily basis.

#### RapidLock Mount

The proprietary RapidLock design facilitates articulation at the mount (rather than the camera itself) giving the user greater control over the direction the unit is pointed. This improves the quality of video captured by allowing the camera to tilt, rotate, etc. And, by moving articulation to the mount, the camera design is more rugged as compared to cameras with integral moving parts.



#### Axon Body 2 Mounts

For uniform shirt pockets, we offer 4" and 6" mounts. The Z-Bracket mount can be worn inserted in between the buttons of a shirt and is available oriented for both male and female uniforms.

We also offer two magnetic mounts - one that is flexible for lighter weight uniform shirts and a thicker version for outerwear. Powerful magnets keep the device fully secure, and offer a wider range of space to mount the on the body as they do not rely on close proximity to buttons or pockets.



<b>7.1.8</b>	<b>Camera can withstand a drop test greater than or equal to 6 feet</b>
<p>Confirmed - The Axon Body 2 is extremely ruggedized, shock-resistant, and water-resistant with a rating of IEC 60529 IP67.</p> <p>The device is impact certified from a height of 6 feet. The most common damage to BWC devices comes as a result of a drop. The Axon Body 2 protects against damage resulting from this common occurrence, providing lower costs associated with damage and downtime.</p>	
<b>7.1.9</b>	<b>Camera system contains "event triggers"</b>
<p>Confirmed - Axon cameras are compatible with Axon Signal technology, a feature unique to TASER. Auto-activation of camera recording is initiated by a variety of pre-determined "triggers" (blue-lights, TASER CEW activation, etc.).</p> <p>This eliminates the risk of an officer forgetting to turn on his camera due to the stress of the incident.</p>	
<b>7.1.10</b>	<b>Ability to keep in sync with date and time</b>
<p>Confirmed - Video files generated by the Axon are embedded with metadata, or data about data. Every time an Axon video is created, the date and time of the recording is logged as metadata and embedded in the MP4 file. Any time a camera is docked into the Axon Dock or connected to a computer running Evidence Sync, the time is automatically checked and reset.</p> <p>The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody.</p>	
<b>7.1.11</b>	<b>Recording speed of no less than 30 frames per second</b>
<p>Confirmed - The Axon Body 2 records at 30 FPS; in policing situations, officers often deal with objects in motion. The higher frame rate results in smoother video, resulting in a clearer, more functional piece of evidence.</p>	
<b>7.1.12</b>	<b>Minimum video resolution requirements:</b>
<p>Confirmed – The Axon Body 2 four quality settings for you to choose from. The lowest being 480 SD to the highest of 1080p HD.</p> <p><b>Full HD Image Quality</b></p> <p>The Axon Body 2 represents excellent value, with the ability to record synchronized audio and video with image quality in excess of Color 640x480. The device also has an HD option. The device can record at 480P, 720P, or 1080P.</p> <p>The device's HD settings (720, 1080P) provide the necessary resolution to facilitate the creation of still images or future advanced analytics (e.g. facial recognition, ANPR, etc.). This protects the Midland PD's</p>	



investment by providing functionality that will be required in the future, without the need for further outlay.

**7.1.12.1 640 x 480 VGA**

Confirmed – The Axon Body 2 features this resolution

**7.1.12.2 1920 x 1080 HD**

Confirmed – The Axon Body 2 features this resolution

**7.1.13 Rechargeable, field replaceable lithium-ion polymer battery**

Confirmed – The Axon Body 2's internal, rechargeable, lithium-ion polymer battery can be disassembled and replaced. The battery has a 3000 mAh capacity.

**7.1.13.1 Battery Recharge shall not exceed 8 hours**

Confirmed – The recharge time for 12+ hours of buffering mode is approximately six (6) hours when a camera with a fully depleted battery is charged in the Axon Dock.

**7.1.14 The system has an auto image stabilizer**

Confirmed - The Axon Body 2 offers 3-axis image stabilization. The electronic image stabilization algorithm takes inputs from the lens driver (focal length) and the accelerometer (movement of the device). The algorithm uses this information to calculate an accurate motion vector. With the motion vector, the processor inside the device is able to shift the electronic image from frame to frame, counteracting motion and stabilizing the video.

In the future, it is possible that TASER could add further stabilization capabilities using post processing in the Application, similar to what TASER has done with regard to Redaction and Assisted Redaction. The TASER solution facilitates efficient handling of complex post processing via the system design structure.

**7.1.15 Indicator displaying battery life capacity**

Confirmed – An officer can determine the remaining battery life of the Axon Body 2 by pressing the Battery Status button. The button is located beneath the camera's Event button on the front of the device. The Battery LED ring displays the battery's remaining capacity when the device is in used or when charging.



Battery Status	Battery LED
Battery capacity is 41–100 percent	Solid green
Battery capacity is 20–40 percent	Solid yellow
Battery capacity is less than 20 percent	Solid red during operation; flashing red and yellow during charging
Battery is critically low	Blinking red and yellow

## Charging Status

Battery Status	Battery LED (Around Event Button)
Battery capacity is 41-100%	Green
Battery capacity is 20-40%	Yellow
Battery capacity is less than 20%	Red during operation; flashing red and yellow during charging
Battery critically low	Blinking red and yellow

When you place an Axon Body 2 camera in the Axon Dock, the device will begin to charge. The Battery LED around the EVENT button will light up and indicate the battery's charging status.

### 7.1.16

#### Device can clearly capture audio from a distance of 3' without wind or excessive noise

Confirmed - The Axon camera contains an integral microphone capable of capturing undistorted conversations at a wide variety of noise levels in a variety of environments.

#### Stereo Microphone (2-channel)

The Axon Body 2 utilizes a 2-channel stereo microphone, which means the device is always recording two tracks. Most systems use a mono or 1-channel microphone. Stereo recording provides a much better representation of the actual listening environment. This is why all live performances are recorded using a stereo microphone. Furthermore, a stereo microphone allows the ability to filter out background noise. This is hugely valuable when dealing with environments with significant ambient noise (e.g. enclosed railway station).

#### Primary and Background Noise Filtering

Because the system records two channels, the Application can filter between primary sound source and background noise.

For a witness statement, the Midland PD can adjust the slider to filter out background noise (primary source), whereas, for evidentiary purposes the Midland PD can capture the statement a suspect whispered to another person during his/her arrest (background noise). To provide an accurate representation of complex situations, which officers face, the Midland PD can adjust to include both primary and background noise



#### **7.1.17 Wi-Fi 802.1n at 5GHz and 2.4GHz**

Confirmed - The Axon Body 2 is equipped with Wi-Fi 802.1n at 5 GHz and 2.4 GHz. In 2017, this connectivity will be enhanced to enable the Axon Body 2 to automatically offload videos when pre-configured Wi-Fi network are available

#### **7.1.17.1 Streaming capability available through Android and iOS mobile applications via Wi-Fi technology**

##### **Axon View: VIEW AND TAG VIDEOS ON THE GO**

Axon View is a free mobile application that wirelessly connects with your Axon camera to provide instant playback of unfolding events from the field, in the field. You can use the app's live display to ensure your camera is well-placed, and the playback function helps eliminate the "he said, she said" on the spot.

Available for both Android and iOS devices, Axon View automatically maps video with GPS data and allows real-time tagging of metadata from your phone. Before you set foot in the office, your video is filed into the correct retention schedule automatically. When you need it, evidence can be accessed quickly with a simple keyword search.



- Pairs Axon cameras with Android or iOS devices
- Instant replay prevents frivolous dispute of recorded events
- Live video streaming assists with optimal camera placement
- GPS tagging maps video evidence automatically
- Real-time metadata input enables easy searching and accurate retention.

#### **7.1.18 Remove viewing of stored video available for field personnel via web based interface or application available for use on in-car laptops**

Confirmed - Using the Axon View app, an officer can pair the Axon camera with his or her smart device via Bluetooth and review videos stored on the camera. Data is not stored on the smart device, and the officer cannot delete, alter or edit the videos. Using Axon View, officers can annotate the following three metadata fields: ID (i.e. incident number from CAD or RMS), Title (i.e. suspect name or address of incident), and Category (i.e. traffic violation or felony arrest).

Alternatively, using Evidence Sync, TASER's Microsoft Windows application, the Axon camera can be connected to an in-car MDT or MDC via USB cable. Features are similar to Axon View, except that when video are played back over Axon View, they are played at 5 frames per second, Evidence Sync will playback video at the source frame rate of 30 frames per second.

## 7.1.19

### Android and iOS Mobile Application

Confirmed – TASER offers both Axon View and Capture, mobile applications available for both Android and iOS devices.

#### Axon View

Axon View is a free mobile application that wirelessly connects with your Axon camera to provide instant playback of unfolding events from the field, in the field. You can use the app's live display to ensure your camera is well-placed, and the playback function helps eliminate the “he said, she said” on the spot.

Available for both Android and iOS devices, Axon View automatically maps video with GPS data and allows real-time tagging of metadata from your phone. Before you set foot in the office, your video is filed into the correct retention schedule automatically. When you need it, evidence can be accessed quickly with a simple keyword search.

- Instant replay prevents frivolous dispute of recorded events
- Live video streaming assists with optimal camera placement
- GPS tagging maps video evidence automatically
- Real-time metadata input enables easy searching and accurate retention.

#### Axon Capture

Until today, officers have had two options: sacrifice security for convenience, or convenience for security. With Axon Capture, recording evidence is easy and managing it is secure.

Axon Capture is an application built specifically for law enforcement that allows officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Instead, it builds upon the capabilities already in your pocket with the security and organization needed to protect truth. You can add tags, titles or GPS coordinates to any recordings before you upload the data to Evidence.com.

#### **Mobile Media Management**

Photos and videos are automatically tagged with GPS locations, and metadata can be added and synced to your Evidence.com profile without leaving the scene.

- 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 Evidence.com platform is seamless
- Data plans, deletion policies, and security protocols are fully customizable



### 7.1.19.1

## Application capable of capturing video, photos, audio, and metadata

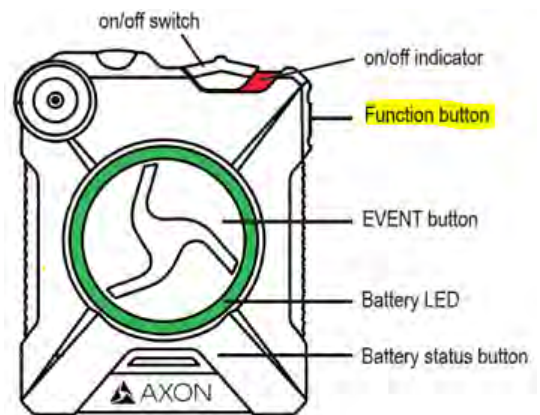
Confirmed – The Axon Body 2 camera has the capability of capturing video, audio, photos and metadata and transferring this content/details to the data management system, Evidence.com. The Axon Body 2 will export all recorded footage to the Application in the original file format, without loss of quality of associated metadata. Metadata will be maintained if the footage is exported into another media form (DVD, streaming, etc.).

### Video / Audio Capabilities

The Axon Body 2 represents excellent value, with the ability to record synchronized audio and video with image quality in excess of Color 640x480. The device also has an HD option. The device can record at 480P, 720P, or 1080P. The Axon Body 2 conforms to the MPEG-4 Layer 2 video compression format, which utilizes a MP4 container and the H.264 compression standard. This format is non-proprietary and allows for playback from any general video player.

### Photo Capabilities

You will have the option from either the Axon Body 2 Camera or from within Evidence.com to take or create a still photo.

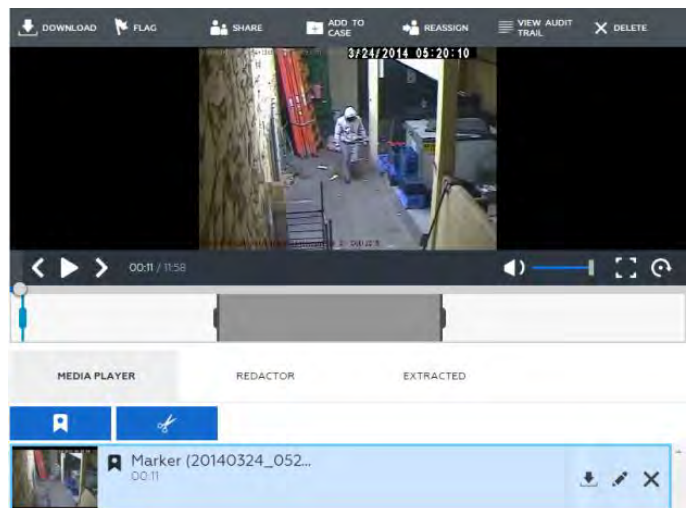


### Axon Body 2 Camera Photo Capabilities

A still image can be captured by using the Function Button on the Axon Body 2 camera. Pressing the Function Button places a marker at that specific point in the video. At each marker, a thumbnail image is created in the video in Evidence.com.

### Evidence.com Snapshot Capabilities

Users can create a snapshot or still photo from a video in Evidence.com by creating a marker. Simply pause the video on the frame you wish to produce a snapshot from and click the "marker" icon below the playback window. Once a marker is created, you can download the snapshot and edit/add metadata like a title and description. The default video resolution is 640x480 and any still image taken from a video within Evidence.com will be saved as this resolution.



#### 7.1.19.2

#### Application uploads directly to the hosted solution

Yes - the content uploads directly to the hosted solution. Perhaps the most exciting feature of the Axon workflow is the ease with which files are uploaded to Evidence.com, TASER's cloud-based storage solution. At the end of his or her shift, the officer simply places his Axon camera in his agency's Axon Dock, and goes home. That's it. Not only does the dock allow for easy upload, but it also charges the device and upgrades the device firmware version without the need for a computer.

Axon videos are downloaded automatically once the camera is docked in the Axon Dock.

- All communication to and from Evidence.com is conducted via 256-bit AES encryption.
- At the time the camera(s) are connected to the docking station they are recognized and analyzed.
- Part of the analysis is to apply the SHA cryptographic hash function. A SHA checksum is generated for every MP4 video on the Axon camera. In layman's terms the DNA of each video file is captured.
- The cryptographic hash function and various annotations the officer has entered pertaining to the video are transmitted to Evidence.com. Upon receipt the upload process begins.
- At the completion of the upload process, the SHA cryptographic hash values are evaluated to detect data corruption of any kind.
- Once the upload is completed and the data integrity verified, the camera information is deleted.
- The MP4 file now saved on Evidence.com in all essence is the original copy down to the last bit, as verified by the SHA

#### 7.1.19.3

#### Application deletes uploaded evidence from officer's device as soon as the evidence has been successfully uploaded to the storage system

Confirmed - Videos are not deleted from the Axon camera until the files are successfully uploaded to Evidence.com. Once the camera is docked in the Axon Dock, an encrypted 256-bit AES SSL session is established with the local storage device and videos are then sorted and uploaded automatically.

#### Axon Upload Workflow

- A date and time stamp is recorded as metadata and is embedded in the file. Each time the device is docked the time is automatically checked and reset. The time and date cannot be altered, which protects the chain of custody.
- All communication between the Axon docking station will be conducted over 256-bit AES encryption.

- All metadata on the videos captured will be uploaded to Evidence.com. This includes the CAD or RMS incident numbers, categories, and video title.
- A SHA cryptographic hash function is applied to each MP4 video captured on the Axon camera. This functions as a digital fingerprint for each video captured.
- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a SHA hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an Internet service interruption, the upload will resume at the last successful block. This includes when an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, all of the blocks are reconstituted into an exact copy of the original MP4 video captured on the officer's camera.
- The SHA cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

By the end of 2016 the solution will fully migrate to SHA-2.

#### 7.1.20

**Data transfer connections are standard on both camera and docking station and shall not be proprietary**

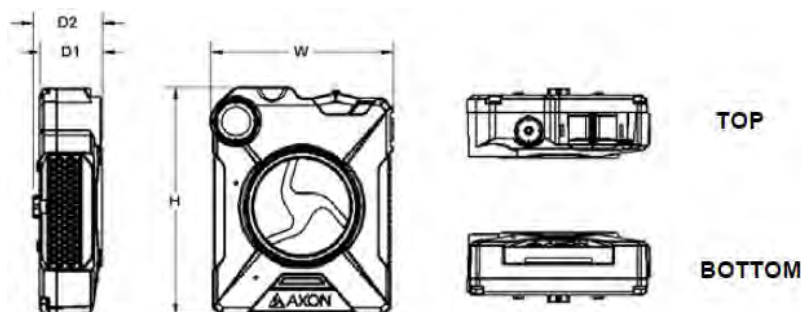
Confirmed - Axon cameras are connected via a 2.5mm (from the camera/docking station) standard connector to USB (for charging). This allows the ability to charge the device in the car, from a wall charger, or from any other location with a USB power source. The Axon does not utilize mini/micro USB connectors due to the fragile nature of the connection.

#### 7.1.21

**Camera weight not to exceed 5 ounces and measure no more than 3.5" by 3.0" x .08**

The total weight of the Axon Body 2 and storage medium is 5.0 oz. (142 grams) (inclusive of all fastenings for the standard Klick Fast mount).

The device is extremely compact and does not have any moving parts. The camera, which is slightly larger than a pack of cards measures 3.42 in x 2.76 in x 1.01 in (8.7 cm x 7.0 cm x 2.6 cm).



### 7.1.22 Camera shall be a one-piece unit

Confirmed – The Axon Body 2 is unique in that it was designed with robustness and shock resistance in mind. The Axon Body 2 is a self-contained audio-visual unit with no external wires. The device is designed as a sealed compartment with no moving parts or fragile electronics (LCD screen). By only moving articulation to the mount, the camera design is more rugged as compared to cameras with integral moving parts.

### 7.1.23 USB 3.0

The Axon Body 2 BWC utilizes the USB 2.0 specification. It is designed to provide a feature rich solution, in an extremely weight sensitive package (under 160 grams) that will provide operational usage for 12 plus hours. This puts significant limitations on the chipsets and controllers available in an embedded mobility capture device of this size, meaning all components must all be designed for low power.

## 7.2 Management Requirements

### 7.2.1 System supports local storage

The Axon platform of connected video recording, cloud and mobile technologies is built around [Evidence.com](https://evidence.com), a scalable, cloud-based system that centralizes all types of digital files.

Evidence.com utilizes cloud architecture to provide highly available, redundant storage with no limit to storage capacity. The cloud eliminates the hassle of managing expensive proprietary storage arrays by providing the world's best practices for digital evidence management for a low monthly cost. The many benefits of the platform are outlined below.

- **Instantly Scale** - Computing power and storage scale automatically, unlike local solutions that require agencies to predict storage demands ahead of time wasting money and resources to maintain storage for future growth.
- **Instantly Share** – Cloud hosted evidence can be easily and securely shared with stakeholder (prosecutor's, partner agencies, etc.) through the internet instead of requiring manual processes.
- **Instantly Upgrade** - As a true SaaS offering, [Evidence.com](https://evidence.com) is continuously being improved with new features. TASER releases upgrades on a monthly cadence ensuring your solution is offering the latest functionality and security. Upgrades are pushed automatically with no work or additional cost from your agency.



- **Security guaranteed** – Security is constantly maintained, reviewed, and upgraded leveraging the intense investments and resources of TASER and Microsoft to ensure compliance with the world's most rigorous standards.
- **No single point of failure** – Robust and automated disaster recovery and multiple geographically separate storage locations ensure your evidence will always be available, local solutions are fragile if a single location loses power the entire system is unavailable.
- **Accessibility** – [Evidence.com](#) is accessible from any device with an internet connection and standard browser subject to IP restrictions dictated by the agency. This offers ultimate flexibility to users.

With [Evidence.com](#), police agencies gain all the benefits of a cloud platform – scalability, data fail safes, accessibility, and automatic updates – without sacrificing security or breaking chain of custody.

[Evidence.com](#) encrypts data both in transit and at rest, backs up data in multiple, geographically separate locations, and complies with industry best protocols for digital evidence.

The dramatic increase of evidence in the digital age is inconsistent with the painstaking manual sharing processes of the past. The Axon solution leverages the advantages of cloud technology to revolutionize the movement of digital evidence through the criminal justice system.

#### 7.2.1.1 System supports cloud storage

Confirmed – Evidence.com is a cloud-based digital evidence management solution and is designed to support uploads from multiple users, on multiple devices, and multiple locations simultaneously. It is also possible for concurrent users to access the same videos at the same time.

#### 7.2.2 An audit trail is generated for every incident and tracks all user activity

Confirmed – The detailed **Evidence Audit Trail** can be used to determine compliance with chain of custody regulations.

All content uploaded to Evidence.com is paired with an audit trail indicating every action applied to that evidence and its metadata. Information such as viewed by, downloaded by, and deleted by, is all included in the audit trail, in addition to the source IP Address of the person who made the change. All audit trails can be exported to a PDF document.

To ensure a robust chain of custody, evidence can be verified for authenticity by matching the SHA hash of original file ingested in Evidence.com with the copy. The original data associated with a video is never changed. All modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access.

The **Agency Admin Audit** Log report will show agency-wide changes to your Evidence.com account. This report will help provide transparency on admin actions across Evidence.com. By displaying each

action in detail, your agency will be able to review who changed what preference, in order to understand the purpose and provide better accountability to each user.

The **User Audit Trail** shows many of the actions taken by a user in addition to changes to the user's account. It does not show activities related to devices, evidence, or cases.

User Audit Trails are available in the following formats.

- PDF format – which is well suited for use in court.
- Comma-separated values (CSV) format — Supported by spreadsheet applications and helpful for simplifying reporting and integration with other systems.

The Evidence.com auditing functionality provides the source IP Address of all actions. Location can be associated with uploaded content, and can be viewed on Evidence.com. In addition to evidence-related user actions, the User Audit Trail provides the following information:

- Failed login attempts will be entered into the user's individual audit trail and show the IP address.
- When a user is locked out of their account due to multiple failed login attempts the user's audit trail will show the IP address of the computer that attempted logging in.
- When a user's password has been reset or their account has been unlocked the audit trail will show the username, first and last name, and badge ID of user who has taken that respective action.

**Evidence-related user actions** that appear in user audit trails include the following:

- View evidence
- Watch video evidence
- Initiate evidence deletion
- Restore deleted evidence
- Upload evidence
- Add or edit evidence title
- Add or edit evidence ID
- Add or edit categories assigned to evidence
- Add or edit evidence location
- Edit evidence recorded date and time
- Extend evidence retention period
- Flag or un-flag evidence
- Share evidence internally (with users in your Evidence.com agency)
- Share evidence externally (with users outside your Evidence.com agency)
- Add or edit evidence tags
- Add or edit evidence description
- Add, edit, or remove evidence notes
- Reassign evidence



- Add evidence to a case
- Add a marker
- Download a marker
- Add a video clip
- Add video redaction

**Case-related user actions** that appear in user audit trails include the following:

- Create case
- Viewed case
- Add evidence to a case
- Remove evidence from a case
- Share case by download link
- Share case with partner agency
- Share case with user in your agency (add member to case)
- Download case
- Add or remove folder
- Add or edit categories assigned to case
- Edit case title
- Add or edit case description
- Add, edit, or delete case notes
- Add or remove case tags

### 7.2.3

#### **Software has the ability to set variable retention rules per agency guidelines**

Confirmed - The System Administrator creates evidence categories with corresponding retention times; automatic retention is accomplished through categorization mapping. Administrators or other users who are allowed the *Category Administration* permission can configure and delete categories.

#### **Categorizing Evidence Simplified**

Categorizing evidence makes searching for videos by category type available which can simplify video searches on Evidence.com. Categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Evidence.com can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention, restricted access for especially sensitive evidence, and the appearance of evidence map pins.

#### **Evidence Retention Policies**

#### **Storage Set-Up Options and Automatic Deletion**

For proper management, agencies must create a set of agency-specific Categories large enough to properly segregate evidence by type for retention-setting and search functionality. This list should not

be so large that it becomes an impediment to efficient field use by Users. Categories can be edited or added later within Evidence.com by users with appropriate access. The evidence retention policy determines:

1. Whether the system will initiate automatic deletion of evidence assigned to the category.
2. How long the system waits before initiating the deletion of evidence that is not included in a case. Axon video deletions are based on the recording date. Deletion of all other evidence is based on the upload date.

### **Remorse Periods for Retrieving Deleted Files**

To protect against accidental deletions, administrators can recover files up to 7 days after they are queued for deletion. This policy applies to evidence only. Cases are never deleted automatically. Evidence included in a case is exempt from deletion until it is removed from the case. If evidence is in multiple categories, the longest retention time will be used. This 7-day remorse/recovery period and approval workflow is designed to protect evidence and chain of custody. After the remorse period, the event is expunged.

#### **7.2.3.1 Allows Administrators to delete/purge files based on their retention rules**

Confirmed – Automated deletion is reliant on the Midland PD establishing retention categories that will be associated with a retention period. Evidence.com will automatically trigger the deletion of a file according to the retention period associated with the category. If no retention period is specified, then video will remain on the system until manually deleted.

Retention periods can always be adjusted for individual files after they are uploaded to Evidence.com, which will be useful if a particularly critical incident is captured and must be stored on file indefinitely. If recently deleted files are still needed, a “remorse period” ensures that those files can still be retrieved within a seven-day timeframe.

### **Manual Deletion**

The System Administrator can also delete evidence as necessary manually. The evidentiary Audit Trail will be retained after the evidence is purged for the purpose of accountability. The Audit Trail will indicate if the file was removed manually or through retention via categories. Administrators can run reports on Evidence Created and Evidence Deleted within a specified time range.

#### **7.2.4 Capable of organizing and managing incidents searchable by:**

Confirmed to all the criteria mentioned below:

- Officer’s Name / ID Number
- Date
- Case Incident Number

- Device
- Category

Evidence.com is a robust end-to-end solution that allows agencies not only to store all your data, but it also enables new workflows for managing and sharing this data securely, from anywhere. Users will have the flexibility to easily organize and manage their digital evidence.

## Search Easily

### Find Any File and Search by Title, Date, Keyword or Other Fields

By enabling officers to annotate Axon video with meta-data, Evidence.com turns what was once an overwhelming amount of files and information into a database of highly searchable evidence.

### Text Search

For evidence searches, the ID, Title, and Tag filters provide advanced text matching features.

- The text you enter can match any part of the data you are filtering. For example, if you enter 21 in the ID box, any evidence whose ID includes “21” in any portion of the ID is included in search results.
- You can search for more than one text string in a single filter. For example, if you enter 21 78 in the ID box, search results include evidence with the ID 213789 as well as 421278.
- The order of text strings is irrelevant. For example, if you enter 78 21 in the ID box, search results include evidence with the ID 213789.

The screenshot displays the Evidence.com web application interface. At the top, there is a navigation bar with tabs for EVIDENCE, CASES, DEVICES, REPORTS, ADMIN, and HELP. Below this, a sub-navigation bar includes links for ALL EVIDENCE, MY EVIDENCE, EVIDENCE MAP, SHARED EVIDENCE, and IMPORT EVIDENCE. The main search area contains several filter fields: ID, TITLE, OWNER, UPLOADED BY, TAG, GROUP, DATE (with a 'Recorded Date' dropdown), FROM, TO, CATEGORY (set to 'Any'), FILE TYPE (set to 'Any'), and STATUS (set to 'Active'). A 'SEARCH' button is positioned below these filters. Below the search bar, there is a row of action buttons: UPGRADE ID, ADD CATEGORY, REASSIGN, EDIT, SHARE, DOWNLOAD, DELETE, RESTORE, and EXPORT. A status bar indicates '2 Files Found | 0 files selected' and a 'PAGE LAYOUT: Table' dropdown. The search results are displayed in a table with the following columns: ID, CATEGORY, TITLE, FILE TYPE, OWNER, UPLOADED BY, UPLOAD DATE, RECORDED DATE, STATUS, and DURATION. Two results are shown:

ID	CATEGORY	TITLE	FILE TYPE	OWNER	UPLOADED BY	UPLOAD DATE	RECORDED DATE	STATUS	DURATION
212	Pending Review	On Screen	image	Carpenter, S.	Bullock, Hubie	19 May 2015 - 12:42:04	19 May 2015 - 12:42:04	Active	N/A
212	Pending Review	Summary	image	Carpenter, S.	Bullock, Hubie	19 May 2015 - 12:42:04	19 May 2015 - 12:42:04	Active	N/A

### Evidence Search Filters

Evidence.com provides a search feature to help you find the evidence you need. In the Evidence area, you can use any of three evidence search pages to narrow your results.

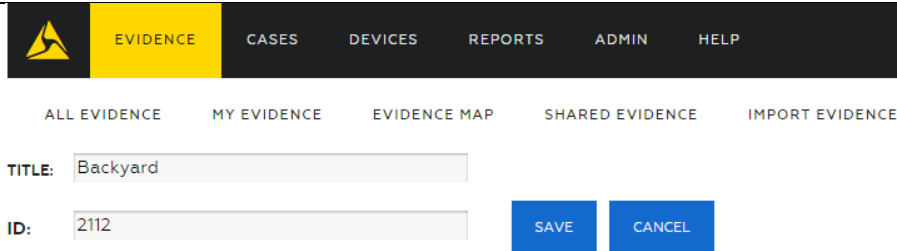
- **All Evidence** – Searches all evidence, including evidence that you do not have permission to view.
- **My Evidence** – Finds evidence you own. Under *Filter Evidence*, *Owner* is automatically set to your name.
- **Shared Evidence** — Finds evidence that has been shared with you by the evidence owner.

### Evidence Search Fields

- **ID** – Evidence whose ID includes the characters you enter in the ID box.
- **Title** – Evidence whose title includes the characters you enter in the Title box.
- **Category** – Evidence assigned to the category you select. Default includes *uncategorized* evidence.
- **Date** – Limits results by either the recorded, uploaded, or deletion date of evidence, as selected. Search results are inclusive of the dates specified.
  - **From** – Start of date range. If *From* box is empty, date range begins with earliest possible date.
  - **To** – End of the date range. If the *To* box is empty, the date range ends with today.
- **File Type** – Limits results to the file type selected. Default includes all file types.
- **Owner** – Evidence owned by the user specified. To specify, start typing name of user & wait for the system to show matching users, and then select.
- **Uploaded By** – Evidence uploaded by user specified. To specify, start typing name of user & wait for the system to show matching users, and then select.
- **Status** – Evidence whose status matches selection. Default includes evidence with a status of *Active*.
- **Tag** – Evidence whose tags includes the characters you enter in the *Tag* box.
- **Group** – Evidence owned by members of the group specified. To specify, start typing name of the group, & wait for the system to show matching groups, and then select.
- **Flagged** – Evidence whose flag status matches the flag status selected.

## Managing Your Digital Evidence

Once a user has located the file they wish to manage, they can perform the following actions when working with any file type. All actions will be recorded in the evidentiary audit log.



The screenshot shows the Evidence.com web application. At the top is a navigation bar with a logo and tabs for EVIDENCE, CASES, DEVICES, REPORTS, ADMIN, and HELP. Below this is a sub-navigation bar with links for ALL EVIDENCE, MY EVIDENCE, EVIDENCE MAP, SHARED EVIDENCE, and IMPORT EVIDENCE. The main content area displays a form for editing evidence. It includes a 'TITLE:' label followed by a text input field containing 'Backyard', and an 'ID:' label followed by a text input field containing '2112'. To the right of these fields are two blue buttons labeled 'SAVE' and 'CANCEL'.

- **Edit Title and ID**
- **Add or Remove Tags** – Tags are labels that can be applied to evidence. Tags can be added to evidence for easy locating in the future. Evidence searches allow users to filter the search results by tags.
- **Edit Location** – The specified location for evidence determines where the pin representing the evidence appears on evidence maps.
- **Add, Edit and Delete Notes** – Notes can be posted about evidence. In addition to the text of the note, Evidence.com shows the author of the note and the date and time that the note was created and updated.
- Users can also perform the following actions to make searching that much simpler:
- **Edit Description** – Descriptions of the evidence can be added or edited.
- **Edit Recorded Date and Time**
- **Download Evidence File** – Data can be exported to external media such as CD-ROMS, flash drives, and external hard drives.
- **Flag or UnFlag Evidence** – Evidence can be flagged to make it easy to find in the future. Evidence searches allow users to filter the search results by the flag status of evidence.
- **Add to or Remove Evidence from a Case** – Users can add or remove evidence to one or more cases.
- **Reassign Evidence** – Users can assign evidence to a user. The user to whom the evidence is assigned becomes the owner of the evidence.
- **View Evidence Audit Trail**
- **Delete Evidence** – Users can manually initiate the deletion of an evidence file. Deleted evidence is added to a deletion queue for 7 days. This helps prevent deleting evidence unintentionally.
- **Restore Deleted Evidence** – If evidence has a status of Queued for Deletion, users can restore the evidence, which removes it from the deletion queue.
- **Assign and Un-Assign Categories** – For evidence that is not assigned to a case, changing the categories that the evidence is assigned to may change the scheduled deletion date. If the scheduled deletion date has already passed, the evidence will be added to the deletion queue.

<ul style="list-style-type: none"> <li>▪ <b>Extend Retention Period</b> – If evidence is scheduled for deletion, users can extend how long the system retains the evidence before adding it to the deletion queue. The period of time that the retention is extended is equal to the length of the retention policy currently in effect for the evidence. The category assigned to the evidence determines the retention policy. If more than one category is assigned to evidence, the longest retention policy is applied.</li> </ul>	
<b>7.2.4.1</b>	<b>Officer's Name / ID Number</b>
Confirmed – Please see our response above to question 7.2.4, as we provided detailed features allowing for organization, management, and search fields	
<b>7.2.4.2</b>	<b>Date</b>
Confirmed – Please see our response above to question 7.2.4, as we provided detailed features allowing for organization, management, and search fields	
<b>7.2.4.3</b>	<b>Case / Incident Number</b>
Confirmed – Please see our response above to question 7.2.4, as we provided detailed features allowing for organization, management, and search fields	
<b>7.2.4.4</b>	<b>Device</b>
Confirmed – Please see our response above to question 7.2.4, as we provided detailed features allowing for organization, management, and search fields	
<b>7.2.4.5</b>	<b>Category</b>
Confirmed – Please see our response above to question 7.2.4, as we provided detailed features allowing for organization, management, and search fields	
<b>7.2.5</b>	<b>Ability to categorize, add case numbers, and notes to each file</b>
<p>Confirmed - You can add or edit a description of the evidence after it's uploaded to Evidence.com. You can also post notes about evidence. In addition to the text of the note, Evidence.com shows the author of the note and the date and time that the note was created and updated.</p> <p>Once a user has located the file they wish to manage, they can perform the following actions when working with any file type. All actions will be recorded in the evidentiary audit log.</p> <ul style="list-style-type: none"> <li>▪ <b>Edit Title and ID</b></li> <li>▪ <b>Add or Remove Tags</b> – Tags are labels that can be applied to evidence. Tags can be added to evidence for easy locating in the future. Evidence searches allow users to filter the search results by tags.</li> </ul>	

- **Edit Location** – The specified location for evidence determines where the pin representing the evidence appears on evidence maps.
- Add, Edit and **Delete Notes** – Notes can be posted about evidence. In addition to the text of the note, Evidence.com shows the author of the note and the date and time that the note was created and updated.
- **Edit Description** – Descriptions of the evidence can be added or edited.
- **Edit Recorded Date and Time**
- **Download Evidence File** – Data can be exported to external media such as CD-ROMS, flash drives, and external hard drives.
- **Flag or UnFlag Evidence** – Evidence can be flagged to make it easy to find in the future. Evidence searches allow users to filter the search results by the flag status of evidence.
- **Add to or Remove Evidence from a Case** – Users can add or remove evidence to one or more cases.
- **Reassign Evidence** – Users can assign evidence to a user. The user to whom the evidence is assigned becomes the owner of the evidence.
- **View Evidence Audit Trail**
- **Delete Evidence** – Users can manually initiate the deletion of an evidence file. Deleted evidence is added to a deletion queue for 7 days. This helps prevent deleting evidence unintentionally.
- **Restore Deleted Evidence** – If evidence has a status of Queued for Deletion, users can restore the evidence, which removes it from the deletion queue.
- **Assign and Un-Assign Categories** – For evidence that is not assigned to a case, changing the categories that the evidence is assigned to may change the scheduled deletion date. If the scheduled deletion date has already passed, the evidence will be added to the deletion queue.
- **Extend Retention Period** – If evidence is scheduled for deletion, users can extend how long the system retains the evidence before adding it to the deletion queue. The period of time that the retention is extended is equal to the length of the retention policy currently in effect for the evidence. The category assigned to the evidence determines the retention policy. If more than one category is assigned to evidence, the longest retention policy is applied.

#### 7.2.6

#### Ability for the system to manage audio, video, images, and digital documents

Confirmed - Evidence.com provides law enforcement with a robust solution for organizing, classifying, managing, viewing, and archiving all of their digital evidence – not just Axon videos. Online streaming and preview features supported in Evidence.com for the following file types:



- Video: DIVX, TS, 3GP, ASF, AVI, FLV, MOV, MP4, RM, VOB, WMV, F4V, MPEG, MPG
- Image: JPEG, JPG, GIF, PNG, BMP
- Audio: MP3, WAV

Documents and non-supported digital media types can be uploaded and managed in Evidence.com; 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 Evidence.com and saved to a local drive, burned to a disc, copied to a USB drive, or saved to a PC with the required player. After selecting files for download, the user receives an email with a download link to a single file containing all of their requested evidence. The system supports the following file types for the download file:

- ZIP – The system includes the selected evidence files in a ZIP file.
- ISO – The system includes the selected evidence files in an ISO image, which can be used to create a CD-ROM or DVD.

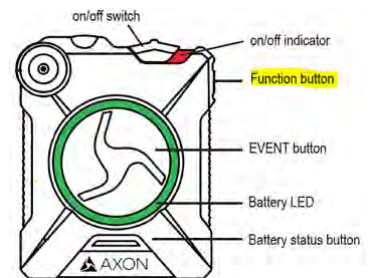
Midland PD can also ingest and store video, photos, files and data from other mediums and group them around larger case files — the most common sense way to manage evidence.

## 7.2.7 Ability to take still photos

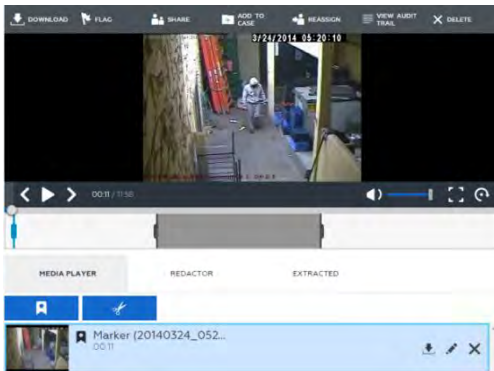
Confirmed – You will have the option from either the Axon Body 2 Camera or from within Evidence.com to take or create a still photo.

### Axon Body 2 Camera Photo Capabilities

A still image can be captured by using the Function Button on the Axon Body 2 camera. Pressing the Function Button places a marker at that specific point in the video. At each marker, a thumbnail image is created in the video in Evidence.com.



### Evidence.com Snapshot Capabilities



Users can create a snapshot or still photo from a video in Evidence.com by creating a marker. Simply pause the video on the frame you wish to produce a snapshot from and click the “marker” icon below the playback window. Once a marker is created, you can download the snapshot and edit/add metadata like a title and description. The default video resolution is 640x480 and any still image taken from a video within Evidence.com will be saved as this resolution.



**7.2.8**

**Ability to integrate with Tiburon CAD/RMS which is currently in use by the police department. If no, what is the cost for integration? The department will be changing CAD/RMS vendors in 18-24mos.**

Confirmed – Axon Body-Worn cameras can interface with your Agency CAD/RMS system.

The solution is provider agnostic, and the printout required for tagging and categorization is queried directly from the database, effectively bypassing the CAD/RMS front-end interface. TASER integrations is an option for any system that has an accessible back-end database (SQL DB, etc.). Often these reports are already pulled for crime statistics reporting.

TASER's solution enables automatic tagging of Axon videos with the correct Incident ID, Category, and Location. Automatic retention is accomplished through categorization mapping. TASER's solution uses a proprietary algorithm written to compare CAD/RMS call start and end times with Axon video recording start and end times by officer identifier. TASER supplies a small integrator application that automatically encrypts the automated database printout, sends to Evidence.com via SSL port 443 and then deletes the file from the local server. Automatic tagging occurs once daily with the ability to tag videos from the previous 72-hours.

## 7.3 Security

**7.3.1**

**The ability to track and assign all devices within the software**

Confirmed - An administrator can assign devices to individuals using the unique serial number of each camera. When files from the camera are ingested into Evidence.com, they are automatically populated with metadata indicating to whom the camera belongs.

The account administrator is the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Evidence.com services.

The software will prompt the current user to change device assignment if different than the user currently assigned to the device.

**7.3.2**

**Allows the system administrator the ability to set and control user rights and must also be able to determine which users have which privileges. Vendor shall identify how management of account administration is handled**

Confirmed – A Super Administrator account is created for each agency by TASER during the initial implementation cycle. This will be the first user account and the starting point for defining security settings, creating custom roles and setting permissions, adding users (User, Administrator, Armorer

or any other custom roles), reassigning devices, creating categories and setting retention policies, and several of the other administrative features of the Evidence.com services.

## Establish Users, Roles and Permissions

Each Evidence.com user is assigned a role; roles will determine user permissions – which control access to features and functions within Evidence.com.

Information access via Evidence.com is controlled through a robust "Access Control System" managed by the Administrator and features comprehensive audit trails. Access to information is governed by the agency-defined access control system built into Evidence.com. Access is controlled according to:

- Pre-defined roles,
- Pre-defined individuals (i.e., who has access to what camera feed),
- User account-specific passwords.

Administrators assign the roles and actions of all users and create individual user accounts with varying degrees of access. Account administrators can customize the roles and authorization levels of each account user, or what they are permitted to do. This functionality was created to preserve chain of custody and to clarify what each user is permitted to do.

Evidence.com includes many features to provide robust access control.

- Customizable password length and complex password requirements
- Customizable failed login limit and lockout duration
- Enforced session timeout settings
- Mandatory challenge questions when authenticating from new locations
- Multi-factor authentication options for user login and prior to administrative actions (one time code via SMS or phone call-back)
- Role-based permission management
- Device-level permission management (for example, allow specific users to use the web-based interface, but not the mobile application)
- Restrict access to defined IP ranges (limit access to approved office locations)
- Detailed, tamper-proof administrator and user activity logging

### Restricted Access

Agencies can create a unique role for those who will have sole access to highly sensitive event recordings. Typically this role will be reserved for the Agency head, executive or command staff or professional standards/internal affairs staff. If you choose to create a restricted category, consider the workflow instruction for who will be responsible and when your field supervisory staff will be required to categorize evidence as "Restricted".

### 7.3.3

#### **Audit log shows when the camera has been turned on, off, or paused.**

Device logs can be provided on special request but are not part of the video audit trail that currently accompanies each video in Evidence.com.

Axon cameras have the capability to upload device level logs (power, button presses, battery level, disconnects, etc.) and our team is planning to make this available in the future as part of a full audit trail for device and video.

### 7.3.4

#### **Ability to assign multiple permission levels**

An Administrator can manage a variety of permissions for users by creating roles, and assigning the various permissions allowed under each of those roles.

Creating roles with associated permissions to them saves your Administrator time by eliminating the need to assign specific permission levels to each and every user with an account to Evidence.com. Some of the roles that could be created and have their specific permissions assigned to them are:

- Admin
- Detective
- District Attorney
- Investigator
- DWI Task Force
- SGT
- Restricted Access Group

CONFIGURE ROLE		
ROLE NAME: User		
<b>LOGIN ACCESS</b>		
• Evidence.com	<input checked="" type="radio"/> ALLOWED	<input type="radio"/> PROHIBITED
• Evidence Sync	<input checked="" type="radio"/> ALLOWED	<input type="radio"/> PROHIBITED
• Evidence Mobile	<input checked="" type="radio"/> ALLOWED	<input type="radio"/> PROHIBITED
<b>USER ACCOUNT</b>		
• Edit Account Information	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• View & Compose User Messages	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Download Sync Software	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Create/Edit Group	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Group Audit Trail PDF	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
<b>ADMIN ACCESS</b>		
• Configure Agency Security Settings	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Edit Agency Settings	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Edit Device Offline & Microphone Settings	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Device Administration (manage agency device, reassign devices)	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• User Administration (add, edit and remove users)	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Category Administration	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
• Generate Reports	<input type="radio"/> ALLOWED	<input checked="" type="radio"/> PROHIBITED
<b>SEARCH ACCESS</b>		

### 7.3.5

#### **The system shall provide enhanced user authentication either through sync with active directory or user name and password verification.**

Confirmed - Evidence.com can interface with a federated Active Directory to allow users to log in with their agency credentials. Using the industry-standard SAML protocol, your officers no longer need to juggle multiple usernames and passwords. With Active Directory federation, Evidence.com uses your network to authenticate users. Your agency credentials are never sent to Evidence.com.

Information access via Evidence.com is controlled through a robust "Access Control System" managed by the system administrator and features comprehensive audit trails. Security features include (but are not limited to):

- Hosted, SAML and Active Directory

- Heavy use of encryption and time-limited passwords
- Texted verification codes
- Access Control Lists (ACLs) which specify which Agency networks can access the Agency

### 7.3.6 Audit log shows when the camera was charged.

Device logs can be provided on special request but are not part of the video audit trail that currently accompanies each video in Evidence.com.

Axon cameras have the capability to upload device level logs (power, button presses, battery level, disconnects, etc.) and our team is planning to make this available in the future as part of a full audit trail for device and video.

### 7.3.7 Secure audit log to track all changes and access to the files including copying, editing and deleting data

Confirmed – Information tracked in audit logs cannot be edited or changed, even by account administrators. Additionally, user authentication logs are generated and secured for all users.

The detailed **Evidence Audit Trail** can be used to determine compliance with chain of custody regulations.

All content uploaded to Evidence.com is paired with an audit trail indicating every action applied to that evidence and its metadata. Information such as viewed by, downloaded by, and deleted by, is all included in the audit trail, in addition to the source IP Address of the person who made the change. All audit trails can be exported to a PDF document.

To ensure a robust chain of custody, evidence can be verified for authenticity by matching the SHA hash of original file ingested in Evidence.com with the copy. The original data associated with a video is never changed. All modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access.

The **User Audit Trail** shows many of the actions taken by a user in addition to changes to the user's account. It does not show activities related to devices, evidence, or cases.

User Audit Trails are available in the following formats.

- PDF format – which is well suited for use in court.
- Comma-separated values (CSV) format — Supported by spreadsheet applications and helpful for simplifying reporting and integration with other systems.

The Evidence.com auditing functionality provides the source IP Address of all actions. Location can be associated with uploaded content, and can be viewed on Evidence.com. In addition to evidence-related user actions, the User Audit Trail provides the following information:

- Failed login attempts will be entered into the user's individual audit trail and show the IP address.
- When a user is locked out of their account due to multiple failed login attempts the user's audit trail will show the IP address of the computer that attempted logging in.
- When a user's password has been reset or their account has been unlocked the audit trail will show the username, first and last name, and badge ID of user who has taken that respective action.

**Evidence-related user actions** that appear in user audit trails include the following:

- View evidence
- Watch video evidence
- Initiate evidence deletion
- Restore deleted evidence
- Upload evidence
- Add or edit evidence title
- Add or edit evidence ID
- Add or edit categories assigned to evidence
- Add or edit evidence location
- Edit evidence recorded date and time
- Extend evidence retention period
- Flag or un-flag evidence
- Share evidence internally (with users in your Evidence.com agency)
- Share evidence externally (with users outside your Evidence.com agency)
- Add or edit evidence tags
- Add or edit evidence description
- Add, edit, or remove evidence notes
- Reassign evidence
- Add evidence to a case
- Add a marker
- Download a marker
- Add a video clip
- Add video redaction

**Case-related user actions** that appear in user audit trails include the following:

- Create case
- Viewed case
- Add evidence to a case
- Remove evidence from a case
- Share case by download link
- Share case with partner agency
- Share case with user in your agency (add member to case)

- Download case
- Add or remove folder
- Add or edit categories assigned to case
- Edit case title
- Add or edit case description
- Add, edit, or delete case notes
- Add or remove case tags

### Sharing Audit Report

The Sharing Audit report exports a list of all user actions related to sharing evidence and cases to a CSV file. Included in the report are details such as:

- Date and time of the sharing event
- Who initiated the sharing event
- What was shared — evidence or a case
- How was it shared — internal or external to your Evidence.com agency
- The ID of the evidence or case shared
- The recipient of the shared evidence or case
- The permissions shared to the recipient

#### 7.3.8 The ability to disable a camera remotely

Currently, the Axon Body 2 cameras are not disabled remotely. However, if a camera is ever lost or stolen, be assured that the cameras will not natively mount into an MS windows operating system like a mass storage (i.e. flash drive or external hard drive).

In addition, the status of all devices can be seen while logged into an Administrator account.

All Axon video data is securely stored on a solid-state, non-removable, embedded Multimedia Card (eMMC) inside the Axon device. Rather than using an SD card, the media is populated directly on the circuit board, providing several levels of physical and virtual security.

**Level 1: Non-standard connection & sealed compartment** - The Axon Body 2 uses a non-standard connection, thus preventing access to the storage without destruction of the device.

**Level 2: eMMC Storage** - eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board.

**Level 3: No Partition Table** - The storage media does not have a partition table and will show as an unreadable drive/card (under any operating system).

**Level 4: Encryption** - The data stored on the camera is secure and can be encrypted by means of 256-bit AES encryption. The camera does not allow any footage to be deleted, overwritten, or otherwise modified.

### 7.3.9

### Audit log shows the remaining storage capacity of the camera

#### Device Audit Logs

Device logs can be provided on special request but are not part of the video audit trail that currently accompanies each video in Evidence.com.

Axon cameras have the capability to upload device level logs (power, button presses, battery level, disconnects, etc.) and our team is planning to make this available in the future as part of a full audit trail for device and video.

#### Checking Storage Capacity via Device

However, The device's internal firmware is constantly checking the remaining storage capacity. Should recording capacity drop below 6 GB of available storage - the device will emit three quick successive beeps, these beeps will repeat every 15 minutes. In addition, the "Function LED" will blink yellow.

When recording capacity has been reached, the device will beep three times and every time the user attempts to start a new event, will beep three times and not enter recording mode.

The device will never overwrite over any previously recorded footage. It is not possible to delete, modify or overwrite any video content on the device; it can only be deleted once it has been successfully transferred to Evidence.com. This ensures that no data is accidentally deleted or modified on the device.

The device features 64GB of storage capacity. The device features sufficient storage for 11-70 hours of recording. It is only under extreme circumstances that the device would have low remaining capacity.

### 7.3.10

### Loss of power cannot cause data to be corrupted or lost.

Confirmed – in terms of uploading data from the cameras to Evidence.com, if uploading is incomplete or interrupted in any way, the system will automatically handle it. The camera can be interrupted (disconnected) during the import process. The device will continue the next time it is docked. As part of the upload process, the system uses an SHA cryptographic hash function. After the video is uploaded to Evidence.com, the SHA hash is validated, ensuring the transmission did not compromise video integrity.

In terms of loss of power to Evidence.com – Since Evidence.com is a cloud-based video management system and operated on an Infrastructure as a Service (IaaS) platform provided by Microsoft Azure; the high levels of uptime is achieved by replicating data between multiple datacenters in the United States. The Evidence.com application is designed to failover to other availability zones in the case an entire zone was to become unavailable. In the event of a disaster, the system will fail over automatically to the secondary site and provide uninterrupted service to customers, providing uninterrupted access during disaster events.



### 7.3.11

## Audit log shows all exports from camera to data archiving or data management system

Confirmed - Information tracked in audit logs cannot be edited or changed, even by account administrators. Additionally, user authentication logs are generated and secured for all users.

The detailed **Evidence Audit Trail** can be used to determine compliance with chain of custody regulations.

All content uploaded to Evidence.com is paired with an audit trail indicating every action applied to that evidence and its metadata. Information such as viewed by, downloaded by, and deleted by, is all included in the audit trail, in addition to the source IP Address of the person who made the change. All audit trails can be exported to a PDF document.

To ensure a robust chain of custody, evidence can be verified for authenticity by matching the SHA hash of original file ingested in Evidence.com with the copy. The original data associated with a video is never changed. All modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access

### Evidence Deleted Report

The Evidence Deleted Report lists all evidence deleted and associated metadata on your agency's account in order of when the data was deleted (for a specified date range). This report will give better monitoring of automated deletions and help ensure a proper retention policy is in place. The following associated metadata attached to those pieces of deleted evidence are also listed on the report and include the following fields.

- Evidence ID
- Status
- Title
- ID External
- Description
- Date Uploaded
- Date Modified
- Created Date Record Start
- Date Record End
- Date Deleted
- Evidence Type
- Flag (Y/N)
- Content type (jpeg, mp4, etc.)
- Size (MB)
- Duration Seconds
- Owner First Name
- Owner Last Name
- Owner Badge ID



- Owner Role
- Owner Groups
- Updated By First Name
- Updated By Last Name
- Updated By Badge ID
- Updated By Role
- Deleted By First Name
- Deleted By Last Name
- Deleted By Badge ID
- Deleted By Role
- Uploaded By First Name
- Uploaded By Last Name
- Uploaded by badge ID
- Uploaded by role
- Latitude
- Longitude
- Device ID
- Notes
- Categories
- Tags
- Cases
- View Count
- Last Viewed On
- Reassigned (Y/N)
- Authenticated Share Count
- Download Count
- Deletion Type (manually vs. based on retention period)
- Checksum

### **Sharing Audit Report**

The Sharing Audit report exports a list of all user actions related to sharing evidence and cases to a CSV file. Included in the report are details such as:

- Date and time of the sharing event
- Who initiated the sharing event
- What was shared — evidence or a case
- How was it shared — internal or external to your Evidence.com agency
- The ID of the evidence or case shared
- The recipient of the shared evidence or case
- The permissions shared to the recipient

To conclude and confirm - Detailed audit logs track all evidence access and list every action performed on every file in the system. These tamper-proof evidence records cannot be edited or

changed, even by account administrators. Additionally, user authentication logs are generated and secured for all users.

## 7.4 Access and Data Management

### 7.4.1

**Access to information stored shall be governed by the agency. Access shall be controlled according to: Pre-defined roles; Pre-defined individuals, and user account-specific passwords.**

Confirmed - Administrators assign the roles and actions of all users and create individual user accounts with varying degrees of access. Account administrators can customize the roles and authorization levels of each account user, or what they are permitted to do. This functionality was created to preserve chain of custody and to clarify what each user is permitted to do.

Each Evidence.com user is assigned a role; roles will determine user permissions – which control access to features and functions within Evidence.com. Access is controlled according to:

- Pre-defined roles,
- Pre-defined individuals (i.e., who has access to what camera feed),
- User account-specific passwords.

Administrators can restrict access to the following functions, but this is not a complete list (please see question 7.3.2 above:

- Edit Account Information
- View & Compose User Messages
- Download Evidence Sync Software
- Configure IP Restrictions
- Edit Agency Settings
- Edit Device Offline & Microphone Settings
- Device Administration
- User Administration
- Category Administration
- Generate Reports
- User Search
- Evidence Search
- Device Search
- Case Search
- Upload External Files

## 7.4.2

### **The storage solution must provide the ability to control the length of retention of individual case videos**

Confirmed - Cases are never deleted automatically. Evidence included in a case is exempt from deletion until it is removed from the case. You can manually delete cases that are listed in case search results. When you delete a case, Evidence.com removes all evidence from the case and Evidence.com begins enforcing the retention policy determined by the categories assigned to the evidence. This may result in evidence being immediately queued for deletion.

#### **Evidence Retention Policies**

For proper management, agencies must create a set of agency-specific Categories large enough to properly segregate evidence by type for retention-setting and search functionality. This list should not be so large that it becomes an impediment to efficient field use by Users. Categories can be edited or added later within Evidence.com by users with appropriate access. The evidence retention policy determines:

1. Whether the system will initiate automatic deletion of evidence assigned to the category.
2. How long the system waits before initiating the deletion of evidence that is not included in a case. Axon video deletions are based on the recording date. Deletion of all other evidence is based on the upload date.

#### **Automatic Deletion**

Automated deletion is reliant on the <<client>> establishing retention categories that will be associated with a retention period. Evidence.com will automatically trigger the deletion of a file according to the retention period associated with the category. If no retention period is specified, then video will remain on the system until manually deleted.

Retention periods can always be adjusted for individual files after they are uploaded to Evidence.com, which will be useful if a particularly critical incident is captured and must be stored on file indefinitely. If recently deleted files are still needed, a "remorse period" ensures that those files can still be retrieved within a seven-day timeframe.

#### **Manual Deletion**

The System Administrator can also delete evidence as necessary manually. The evidentiary Audit Trail will be retained after the evidence is purged for the purpose of accountability. The Audit Trail will indicate if the file was removed manually or through retention via categories. Administrators can run reports on Evidence Created and Evidence Deleted within a specified time range.

#### **Remorse Periods for Retrieving Deleted Files**

To protect against accidental deletions, administrators can recover files up to 7 days after they are queued for deletion. This policy applies to evidence only. Cases are never deleted automatically. Evidence included in a case is exempt from deletion until it is removed from the case. If evidence is in

multiple categories, the longest retention time will be used. This 7-day remorse/recovery period and approval workflow is designed to protect evidence and chain of custody. After the remorse period, the event is expunged.

If evidence is assigned multiple retention categories, the longest retention time will be retained.

### 7.4.3 Ability to create video clips from larger video based on permission levels

Confirmed – Midland PD will have a ton of flexibility in managing and working with your digital evidence, including creating clips from larger videos. Below are some of the various options in working with your digital evidence.

## Working with Video and Audio Evidence

For video and audio files you can perform the following actions.

- **Play, Pause, Rewind, and Fast Forward**
- **View Source** - For video uploaded from an Axon device managed by an Evidence.com agency, the View Evidence page lists the evidence source on the right side of the page. The serial number and model of the recording device are listed.
- **Show and Hide Clock**
- **Rotate (Video Only)** - Users can rotate the video player image 90, 180, or 270 degrees clockwise. This feature is for convenience while viewing a video only. For example, the camera itself may have been on its side or upside down while recording. The rotation does not affect the original video file and is not saved in any way.
- **Add Markers** - Users can use markers to indicate key moments or highlight important aspects of a video or audio evidence file. For video markers only, users can download markers as image files. Prior to downloading the marker, users can specify options such as whether the title and description appear on the downloaded image. Users can control whether the scrub bar, located below the video image, shows red icons for each marker.



- **Create Clips** - A clip is a segment of a video or audio evidence file. When a clip is created, Evidence.com creates a new evidence file that can be used in the same way as other evidence. Users can control whether the scrub bar, located below the video image, shows yellow zones for each clip.



- **Magnify Zone** - Users can use the zone magnification tool to zoom in on a portion of a frame as needed to view details in the video. Users have the option of converting a magnified zone into a marker.
- **Show and Hide Thumbnails** - Thumbnails provide an easy way to preview parts of a video. They appear at the bottom of the video image. Users can move the mouse pointer across them to see each thumbnail.
- **View Video Frame by Frame** - Below the video player, the frame-by-frame scrub bar appears. Each segment of the bar represents a video frame. Use the frame-by-frame features as needed:
  - To preview frames
  - To navigate quickly to a specific frame, and;
  - To skip backwards or forwards

#### 7.4.4

**There must be multiple searchable fields in the storage system and the ability to use several “wild cards” to search**

Currently, Evidence.com does not support Boolean or “Wild Card” searching. However, by enabling officers to annotate Axon video with meta-data, Evidence.com turns what was once an overwhelming amount of files and information into a database of highly searchable evidence.

### Text Search

For evidence searches, the ID, Title, and Tag filters provide advanced text matching features.

- The text you enter can match any part of the data you are filtering. For example, if you enter 21 in the ID box, any evidence whose ID includes “21” in any portion of the ID is included in search results.
- You can search for more than one text string in a single filter. For example, if you enter 21 78 in the ID box, search results include evidence with the ID 213789 as well as 421278.
- The order of text strings is irrelevant. For example, if you enter 78 21 in the ID box, search results include evidence with the ID 213789.

The screenshot displays the Evidence.com search interface. At the top, there are navigation tabs: EVIDENCE, CASES, DEVICES, REPORTS, ADMIN, and HELP. Below these, there are sub-tabs: ALL EVIDENCE, MY EVIDENCE, EVIDENCE MAP, SHARED EVIDENCE, and IMPORT EVIDENCE. The main search area includes several filter fields: ID, TITLE, OWNER, UPLOADED BY, TAG, GROUP, DATE (with a 'Recorded Date' dropdown), FROM, TO, CATEGORY (set to 'Any'), FILE TYPE (set to 'Any'), and STATUS (set to 'Active'). There is also a 'PLACED' dropdown set to 'Any'. A blue 'SEARCH' button is located below the filters. Below the search button, there are tabs for RESULTS, ADD EVIDENCE, REASON, REPORT, CASE, EVIDENCE, FILE TO, ACTIONS, and EXPORT. A status bar indicates '2 Files Found (2 Files Selected)' and a 'PAGE LAYOUT: Table' dropdown. The results table has columns: ID, CATEGORY, TITLE, FILE TYPE, OWNER, UPLOADED BY, UPLOAD DATE, RECORDED DATE, STATUS, and DURATION. Two results are shown:

ID	CATEGORY	TITLE	FILE TYPE	OWNER	UPLOADED BY	UPLOAD DATE	RECORDED DATE	STATUS	DURATION
212	Pending Review	On screen	image	Carpenter, S.	Bullock, Hubert	18 May 2015 - 12:42:04	18 May 2015 - 12:42:04	Active	N/A
212	Pending Review	Summary	image	Carpenter, S.	Bullock, Hubert	18 May 2015 - 12:42:04	18 May 2015 - 12:42:04	Active	N/A

#### **7.4.5 System must have the ability to include indexing fields**

Confirmed – Evidence.com allows for tagging and indexing files with various information from the field:

- ID – Case ID of incident
- Title – Titles are defaulted to the date and time of the video capture “Axon Body 2 2016-09-01.” This field can be updated by the user (either at the time of capture or on Evidence.com) to display a more specific title such as: “Boat Crash at Lake of the Ozarks”
- Category – Allows searching for any category type or to specify any category added by the Agency.

Additional metadata fields are outlined in our response to [Question 7.4.6](#).

#### **7.4.6 System must be able to search data by fields such as name, date, case number, officer, etc.**

Confirmed to all the criteria mentioned above and others:

- Officer's Name / ID Number
- Date
- Case Incident Number
- Device
- Category

Evidence.com is a robust end-to-end solution that allows agencies not only to store all your data, but it also enables new workflows for managing and sharing this data securely, from anywhere. Users will have the flexibility to easily organize and manage their digital evidence.

## **Search Easily**

### **Find Any File and Search by Title, Date, Keyword or Other Fields**

By enabling officers to annotate Axon video with meta-data, Evidence.com turns what was once an overwhelming amount of files and information into a database of highly searchable evidence.

#### **Text Search**

For evidence searches, the ID, Title, and Tag filters provide advanced text matching features.

- The text you enter can match any part of the data you are filtering. For example, if you enter 21 in the ID box, any evidence whose ID includes “21” in any portion of the ID is included in search results.
- You can search for more than one text string in a single filter. For example, if you enter 21 78 in the ID box, search results include evidence with the ID 213789 as well as 421278.
- The order of text strings is irrelevant. For example, if you enter 78 21 in the ID box, search results include evidence with the ID 213789.

The screenshot shows the Evidence.com search interface. At the top, there's a navigation bar with tabs: EVIDENCE, CASES, DEVICES, REPORTS, ADMIN, and HELP. Below this, there's a sub-navigation bar with tabs: ALL EVIDENCE, MY EVIDENCE, EVIDENCE MAP, SHARED EVIDENCE, and IMPORT EVIDENCE. The main search area contains several filter boxes: ID, TITLE, OWNER, UPLOADED BY, TAG, GROUP, DATE (with a 'Recorded Date' dropdown), FROM, TO, CATEGORY (set to 'Any'), FILETYPE (set to 'Any'), STATUS (set to 'Active'), and FLAGGED (set to 'Any'). A blue 'SEARCH' button is centered below these filters. Below the search area, there's a row of action buttons: UPDATE ID, ADD CATEGORY, TRASH, REACT, SHARE, DOWNLOAD, DELETE, RESTORE, and EXPORT. To the right of these buttons, it says '2 Files Found (2 files selected)' and 'PAGE LAYOUT: Table'. Below this is a table with the following columns: ID, CATEGORY, TITLE, FILE TYPE, OWNER, UPLOADED BY, UPLOAD DATE, RECORDED DATE, STATUS, and DURATION. The table contains two rows of data:

ID	CATEGORY	TITLE	FILE TYPE	OWNER	UPLOADED BY	UPLOAD DATE	RECORDED DATE	STATUS	DURATION
2152	Pending Review	On Screen	image	Carpenter, S.	Bulwark Hubie	19 May 2015 - 12:42:04	19 May 2015 - 12:42:04	active	N/A
2152	Pending Review	Summary	image	Carpenter, S.	Bulwark Hubie	19 May 2015 - 12:42:04	19 May 2015 - 12:42:04	active	N/A

## Evidence Search Filters

Evidence.com provides a search feature to help you find the evidence you need. In the Evidence area, you can use any of three evidence search pages to narrow your results.

- **All Evidence** – Searches all evidence, including evidence that you do not have permission to view.
- **My Evidence** – Finds evidence you own. Under *Filter Evidence*, *Owner* is automatically set to your name.
- **Shared Evidence** — Finds evidence that has been shared with you by the evidence owner.

## Evidence Search Fields

- **ID** – Evidence whose ID includes the characters you enter in the ID box.
- **Title** – Evidence whose title includes the characters you enter in the Title box.
- **Category** – Evidence assigned to the category you select. Default includes *uncategorized* evidence.
- **Date** – Limits results by either the recorded, uploaded, or deletion date of evidence, as selected. Search results are inclusive of the dates specified.
  - **From** – Start of date range. If *From* box is empty, date range begins with earliest possible date.
  - **To** – End of the date range. If the *To* box is empty, the date range ends with today.
- **File Type** – Limits results to the file type selected. Default includes all file types.



- **Owner** – Evidence owned by the user specified. To specify, start typing name of user & wait for the system to show matching users, and then select.
- **Uploaded By** – Evidence uploaded by user specified. To specify, start typing name of user & wait for the system to show matching users, and then select.
- **Status** – Evidence whose status matches selection. Default includes evidence with a status of *Active*.
- **Tag** – Evidence whose tags includes the characters you enter in the *Tag* box.
- **Group** – Evidence owned by members of the group specified. To specify, start typing name of the group, & wait for the system to show matching groups, and then select.
- **Flagged** – Evidence whose flag status matches the flag status selected.

#### 7.4.7

#### The vendor's solution must be compatible with Windows 7 & 10 and IE 11

Confirmed - The only system requirement is a modern Web browser; therefore, Evidence.com can be used on any variety of operating systems. Unlike traditional systems with vast infrastructure requirements, Evidence.com requires only internet connectivity and can be accessed from any supported internet browser. There are there are no CPU or hardware requirements to run the application.

Evidence.com leverages virtual computing and can scale resources quickly to handle increased demand. For example, when performing CPU intensive tasks such as redaction. This is, of course, opaque to the Midland PD and all done automatically

TASER supports the use of Evidence.com with in current versions of the following web browsers:

- Microsoft Internet Explorer
- Google Chrome
- Mozilla Firefox
- Apple Safari

#### Evidence Sync Minimum System Requirements

- Windows XP or 7
- Microsoft Direct X (Version 7.0 or greater for exported incident video processing)
- Adobe Reader
- Apple QuickTime or VLC Media Player
- Pentium 4 or AMD Athlon Processor
- 128 MB of RAM
- Audio Card
- Video Card (1024 x 768 Resolution or Better, with 24-bit Color)
- PATA Hard Drive with At Least 2 GB of Available Disk Space
- Internet Access (Recommended)



- 2.0 Self-Powered USE BUS or HUB

<b>7.4.8</b>	<b>Digital evidence must not be a proprietary file type and must be playable/viewable by standard Microsoft Office software</b>
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Confirmed - Video and audio are recorded and exported to the application in a standard, open, and non-proprietary format, including both codec and container. The MP4 files can be played using all freely available standard software (i.e. Windows Media player, Real player, QuickTime, VLC, etc.).

<b>7.4.9</b>	<b>System must support the following digital format. MP4</b>
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Confirmed - Audio and video are recorded as the same MP4 encoded file ensuring perfect synchronization. The video format is MPEG4 using the H.264 compression standard. Sound is recorded via the Advanced Audio Coding (AAC) coding standard for lossy digital audio compression.

<b>7.4.10</b>	<b>Ability for officers to access their images after storage via their in-car laptop</b>
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Confirmed - As long as the MDT or In-Car Laptop can access the internet, officers are able to login to Evidence.com and manage their content, cases, and evidence.

Additionally, Axon Capture allows you to upload and tag evidence captured using the mobile application and your smart device's camera and audio recording functionality. You can upload photos, video and audio recordings directly from the field over a 3G or 4G Data connection, or via a Wi-Fi connection.

<b>7.4.11</b>	<b>Ability to share data through a web based secure internet connection.</b>
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Confirmed - There are several options for sharing evidence with interested parties that include sharing the data through secure internet connections. Evidence.com uses strong encryption to protect evidence data in transit and at rest.

**Data Protection**

- **Data in Transit** - Evidence data is encrypted during transfer: SSL with RSA 2048 bit key, 256 bit ciphers, TLS 1.0-1.2, Perfect Forward Secrecy
- **Data at Rest** - Evidence data is encrypted in storage: 256-bit Advanced Encryption Standard (AES-256)

**Internal Sharing** allows for intra-agency sharing of evidence, ideally from an officer to a superior. When an officer wishes to share the video, they simply select the share option adjacent to their video, and then enter the First or last name, or the badge number of their superior. By default, users or patrol officers are limited to this feature.

**External sharing** allows for inter-agency sharing, or sharing with organizations like City and District Attorneys. In the same way an officer can share a video with a superior, an employee with

Administrative rights on Evidence.com can share a video outside of the Agency. This is particularly useful for FOIA requests and public records requests.

The collaboration function is focused on the inter-agency aspect of sharing. If two agencies choose to collaborate, they no longer have to enter an entire e-mail address, as they would normally when externally sharing. If your Administrator wanted to share a video with another Agency, rather than specifying the recipient's email address, they would simply be able to type in their name. The feature is at the discretion of the Agency administrator. And agencies that you collaborate with do not have visibility to your Agency's content. It's simply designed to make sharing a bit easier.

When all of the evidence pertaining to an incident has been grouped together in a Case, you can transfer that package to your trusted Partner Agencies. When they accept the case, they will have their own copy of the files to manage independently. They can then control their own retention policies and access rights without affecting yours.

Another option is to create an account for the external party that is highly restricted only to videos that are shared with them by the Agency. The Agency can also assign a time limit, limiting the external parties' ability to watch the video to a specified amount of days.

## External and Interagency Sharing

Evidence.com makes it easy to send evidence to organizations like City and District Attorneys. Users can share a single file, multiple files, or, when all of the evidence pertaining to an incident has been grouped together in a case, a copy of the case and its evidence can be sent to your trusted Partner Agencies. When they accept the case, the system creates a copy of the files, which they can manage independent of the original case and evidence. Likewise, they can then control their own retention policies and access rights without affecting any agency's evidence.

Collaborating with another Evidence.com agency makes sharing evidence with that agency as simple as if they were part of your own agency, while still maintaining the agency's data security. Collaborating agencies have access only to that data specifically share with them. All unshared data belonging to an agency will remain unavailable to partner agencies.

## Evidence.com for Prosecutors

### Managing Evidence from Capture to Courtroom

The same end-to-end evidence management solutions of Evidence.com now allow prosecutors to manage evidence of any type, from any agency, all in one place. Files can be shared during discovery, complete chain of custody is maintained, and all evidence is encrypted. Prosecuting attorneys working with agencies already using Evidence.com, standard licenses are provided at no cost.

**7.4.12**

**The storage solution must have the ability to download digital evidence from multiple users simultaneously**

Confirmed – Evidence.com is designed to support uploads from multiple users, on multiple devices, and multiple locations simultaneously. It is also possible for concurrent users to access the same videos at the same time.

**7.4.13**

**All exports from the camera to data archiving or data management system should be in the original format and without loss of quality or meta data**

Confirmed – The Axon Body 2 will export all recorded footage to the Application in the original file format, without loss of quality of associated metadata. Metadata will be maintained if the footage is exported into another media form (DVD, streaming, etc.).

To ensure a robust chain of custody, evidence can be verified for authenticity by matching the SHA-2 hash of original file ingested in Evidence.com with the copy. The original data associated with a video is never changed. All modifications are handled by creating new, derivative files.

Below are the steps taken during the export (transferring) of the content from your Axon Body cameras to Evidence.com (data management system) – these steps ensure protection of data via encryption and authenticity of original data.

The best way to describe how Evidence.com manages video is through layers. The two bottom layers are the original video and audio. Those two layers are never tampered with or manipulated. When we apply markers, clips, or redaction they exist in layers above the original content. The best way to imagine this would be to picture a translucent sheet over a picture or painting. Editing is simply drawing on the sheet, and then removing the sheet. This leaves you with an un-altered original image. When a user applies redaction to a video, all of their actions are saved to an XML file, much like the translucent sheet. When the video is played back the sheet is layered back over the video.

**Axon Upload Workflow**

- A date and time stamp is recorded as metadata and is embedded in the file. Each time the device is docked the time is automatically checked and reset. The time and date cannot be altered, which protects the chain of custody.
- All communication between the Axon docking station will be conducted over 256-bit AES encryption.
- All metadata on the videos captured will be uploaded to Evidence.com. This includes the CAD or RMS incident numbers, categories, and video title.
- A SHA cryptographic hash function is applied to each MP4 video captured on the Axon camera. This functions as a digital fingerprint for each video captured.

- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, an SHA hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an Internet service interruption, the upload will resume at the last successful block. This includes when an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, all of the blocks are reconstituted into an exact copy of the original MP4 video captured on the officer's camera.
- The SHA cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

By the end of 2016 the solution will fully migrate to SHA-2.

## 7.5 Miscellaneous

### 7.5.1 Software updates at no additional cost for five years.

The latest product features and enhancements are included as part of your investment in Evidence.com. Software is updated regularly throughout the year, and these updates are included in the price of your software licenses, and per the terms of the signed agreement

### 7.5.2 All licensing, warranties and storage for five years

Confirmed – This is included in the offering being provided by TASER. Please see our included pricing quote for a detailed breakdown of everything included in your package.

### 7.5.3 Customer service support is available to assist with all software issues within one business day

#### Projected Response times

The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Please note the resolution time range provided is varied to depend on specific circumstances.

#### Midland's Regional Support Manager

The Midland PD will have a Regional Support Manager that will serve as a supplemental point of contact within TASER Headquarters. Their job is to ensure a good standing health for your Axon Camera and Evidence.com program by utilizing consistent communication, virtual support, and by providing the necessary resources needed to make sure you are setup for success

## TASER's Customer Support Division Provided to Midland PD

TASER has a full customer support division available to assist the Midland PD. Live phone support is available (Arizona Times):

- Monday-Thursday 6:00AM – 12:00AM
- Friday, 6:00AM – 5:00PM
- Sunday, 4:00PM – 12:00AM
- Critical Incident/Emergency assistance is available 24/7.

For technical or Customer Service assistance, you will be able to contact a customer service representative at 800-978-2737, or via email at [customerservice@taser.com](mailto:customerservice@taser.com). You will also be able to submit a case to our Customer Service department at any time through our Website: [TASER.com](http://TASER.com). Online and email-based support, and remote-location troubleshooting are included on an ongoing basis as part of the purchase price.

The screenshot shows the Evidence.com website's 'Help' section. The navigation bar includes 'EVIDENCE', 'CASES', 'DEVICES', 'REPORTS', 'ADMIN', and 'HELP' (highlighted in yellow). Below the navigation bar, there are links for 'HELP CENTER', 'RELEASE NOTES / USER GUIDES', 'CONTACT US' (underlined), and 'DOWNLOAD SYNC'. The main content area is titled 'Tell Us About Yourself' and contains a registration form with the following fields: FIRST NAME (Joe), LAST NAME (Smith), EMAIL (joesmith@XPD.com), and PHONE (555555555). Below this is another section titled 'Tell Us About Your Agency' with fields for AGENCY (XPD), STREET (17800 N 85th St), CITY (Scottsdale), COUNTRY (United States), STATE (Arizona), POSTAL CODE (85255), and PREFERRED CONTACT METHOD (Email, with Phone also visible in the dropdown menu).

From the “Help” section in Evidence.com, you can access our Help Center which includes general information and FAQs. Product User Guides and Evidence.com update release notes are also available for download. You may also contact support from the Evidence.com Help Center. An email will be generated and sent to our Customer Service team and you will be contacted by a representative either by phone or email, based on your preferred contact method.

If at any point an issue needs to be escalated, we have a support team in place. All submitted cases through our site will be addressed within 2 business days. The following describes our levels of support available in priority or tiers:

### Tier 1 Technical Support - General how-to questions:

- Frequently asked questions (FAQs)
- Product navigation
- Feature clarification
- Standard queries
- Assistance with known solutions

### Tier 2 Technical Support:

- Advanced Product trouble shooting
- Advanced Evidence.com Configuration

- Any Escalated issues from Tier 1 support

### **Tier 3 Technical Support:**

- Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation

#### **7.5.4 Vendor must have live customer support available in the United States**

Confirmed – Please see our response above to question #7.5.3, as we provided a detailed answer on TASER's Customer Service options for the Midland PD. We offer a variety of avenues for Midland to reach out and get a hold of Customer Service during any times of need regarding your Axon Body Camera program.

#### **7.5.5 Installation, software setup, and training to be included.**

Confirmed – This is included in the offering being provided by TASER. Please see our included pricing quote for a detailed breakdown of everything included in your package.

#### **7.5.6 Docking station and all accessories necessary for charging and uploading**

Confirmed – Midland PD will receive associated Docking Stations for all their Axon Body 2 cameras, as part of our proposal package. Each Axon Dock can charge up to six (6) Axon units simultaneously. Additional docks can be purchased to have a 1:1 dock to camera ratio, if Midland PD so desires.

## **Axon Dock: Charge and Upload Data Simultaneously**

With the Axon Dock, your camera charging station is also your automatic data downloader. At the end of your shift, the Dock syncs video from your Axon Flex or Axon Body camera during routine charging. Videos are uploaded directly to Evidence.com, eliminating manual filing processes and freeing you to focus on more important duties.

### **Leave Your Camera, Take Back Your Time**

The demands of law enforcement mean that every minute of an officer's day must be used wisely. If they're not prepared with the right technology and infrastructure, agencies can become quickly overwhelmed by the tasks associated with managing digital evidence. The Axon Dock puts time back in your hands by eliminating unnecessary manual processes. **Dock and walk. It's that simple.**

- Syncs evidence during routine charging
- Works with both Axon Flex and Axon Body cameras
- Runs seamlessly with any version of Evidence.com

#### **7.5.7 Sufficient storage for up to 4-hours of recording**

Confirmed - When fully charged, the Axon battery can record for up to 12+ hours on the lowest setting. TASER developed the 12+ hour charge to reflect an officer's normal shift. The video resolution, the

encoding bitrate, the frame rate and the video format impact the size of the files captured at each setting. The Axon Body 2 has 64GB of non-removable storage

The Axon Body 2 video camera has four video quality settings:

- Low SD and High SD (480p)
- Low HD and High HD (720p and 1080p)

The following settings will give you an average number of hours recorded:

- Low SD captures video at a 480P video resolution at a rate of .81 GB per 60 minutes of video. This allows for over 70 hours of recording
- High SD captures video at a 480P video resolution at a rate of 1.8 GB per 60 minutes of video. This allows for over 35 hours of recording
- Low HD captures video at 720P video resolution at a rate of 2.7 GB per 60 minutes of video. This allows for over 23 hours of recording
- High HD captures video at 1080P video resolution at a rate of 5.4 GB per 60 minutes of video. This allows for 11.3 hours of recording

<b>7.5.8</b>	<b>Two (2) hardware refreshes are included within a 5-year period.</b>
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Confirmed – This is included in the offering being provided by TASER. Please see our included pricing quote for a detailed breakdown of everything included in your package.

## 7.6 Purchasing Cooperative

<b>7.6.1</b>	<b>The vendor is a member of a purchasing cooperative located in the State of Texas, ie, DIR (Department of Information Resources), BuyBoard, HGACBuy (Houston Galveston Area Council). If yes, please attach appropriate contract number related to body worn cameras.</b>
--------------	---

Confirmed – TASER is a member of BuyBoard.

Number: 500-15

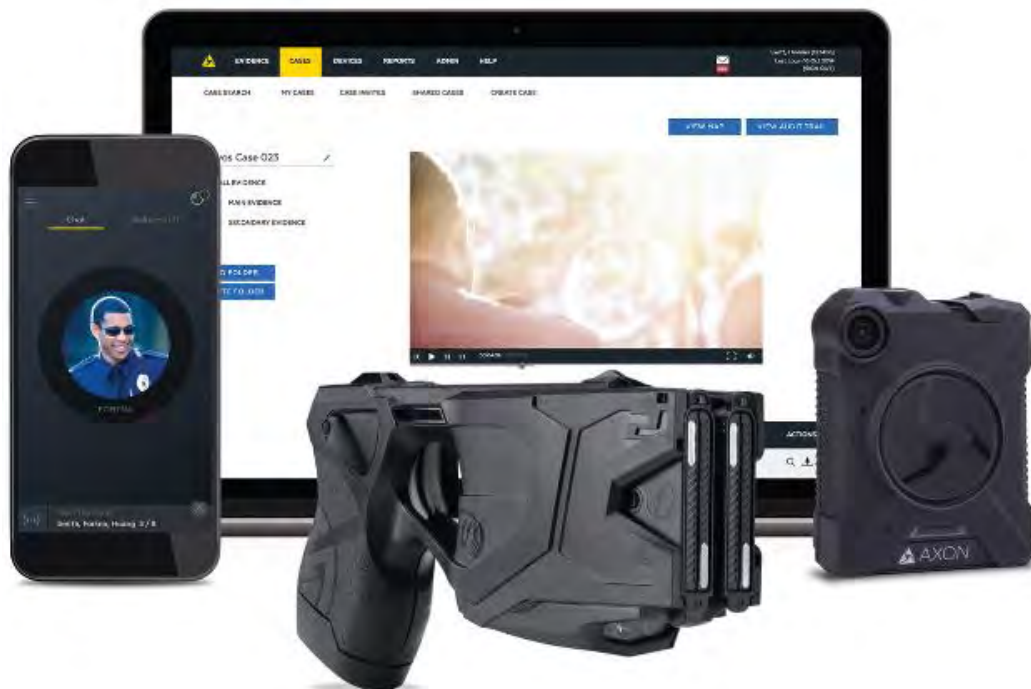


## APPENDIX 1: PROPOSED SOLUTION

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### The Axon Ecosystem – Experience the Benefits of our Integrated Platform

The TASER team has worked diligently for years developing and deploying sustainable body-worn camera programs that make a difference to all stakeholders involved – the officer, supervisor, administrator, prosecutor, and citizen. It is the company's intention to evolve this work for years to come in collaboration with law enforcement agencies throughout the world.



Our unique capabilities today and in the future are best described in three categories – wearable and in-car cameras, mobile applications, and cloud-based evidence management solutions. On-officer and in-car cameras are providing better intelligence from our streets. Mobile applications are leveraging existing technologies to accomplish more of our work with fewer devices. Cloud-based computing is enabling all of these tools to work seamlessly and securely together.

On the pages to follow, we are providing an overview of the proposed solution for Midland PD.



## Axon Body 2

### Simple, Reliable, Single-Unit Camera with Enhanced Functionality

Behind the simple camera design lies a platform capable of performing virtually anything you can imagine. The hardware supports full wireless connectivity for triggering, streaming, and integration with the industry-leading suite of mobile and cloud applications. With feature improvements and updates every 30 days, Axon Body 2 is a scalable, future-proofed video solution for police officers.



#### Axon Body 2 Features & Benefits

- **Retina HD Video:** The industry's best low-light video now records in HD - up to 1080P.
- **Full-shift Battery:** Lasts for over 12 hours.
- **Pre-Event Buffer:** Capture up to 2 minutes before an event.
- **Dual-Channel Audio:** Camera records two audio channels
- **Wireless Activation:** Axon Signal starts camera with light bar & other sensor activation.
- **Optional Mute:** Ability to disable audio in the field to support dual-party consent.
- **Mobile App:** Stream, tag, and replay videos right on your phone with Axon View.
- **In-field tagging:** Mark any important points in your video.
- **Wi-Fi Video Offload:** Axon Body 2 is capable of wireless offload to the cloud.
- **New RapidLock Mounts:** Versatile mounts keep camera steady during tough situations.

#### Beyond a Camera and Beyond Compare

Axon Body 2 takes the powerful simplicity of its predecessor to the next level. The single-unit design is now equipped with even greater capabilities like unlimited HD video, Wi-Fi video offload and industry-leading security enhancements. It's still part of the same

growing platform that connects cloud, mobile and wearable technologies to give you a true end-to-end solution.

### Technical Specifications

- **Weather Resistance:** IP67 (IEC 60529)
- **Corrosion Resistance:** MIL-STD-810G
- **Field Of View:** 142 Degrees
- **Operating Temperature:** -4 °F To 122 °F / -20 °C To 50 °C
- **Drop Test:** 6 Feet
- **Humidity:** 95% Non-Condensing
- **Recording Capacity:** Up to 70 Hours Depending on Resolution

## Evidence.com

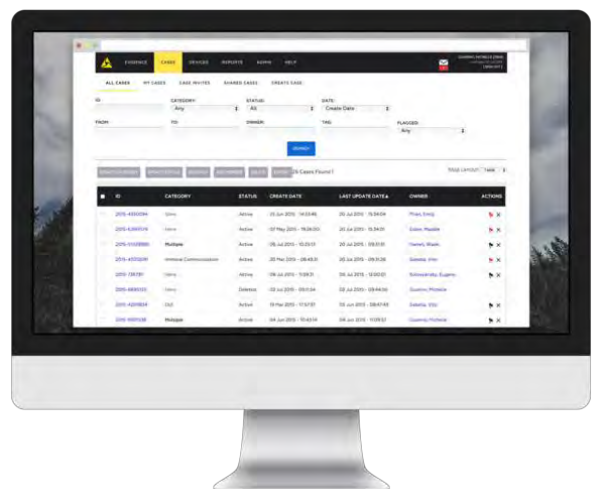
### Digital Evidence Management, Simplified

Evidence.com is a robust end-to-end solution that allows agencies not only to store all that data, but it also enables new workflows for managing and sharing that data securely, from anywhere.

#### A SCALABLE SOLUTION

Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors and other partners by using powerful sharing features. When storage needs increase, the cloud-based system allows agencies to scale instantly and cost-effectively.

Many agencies today are taking advantage of our unlimited data offering to best protect the agency from escalating costs over the course of a program.



## Control Access with Roles and Permissions

Each Evidence.com user is assigned a role. Roles determine a user's permissions, which control levels of access to features and functions in Evidence.com. Information access via Evidence.com is controlled through a robust "Access Control System" managed by the Administrator and that features comprehensive audit trails. Access to information is governed by the agency-defined access control system built into Evidence.com. Access is controlled according to:

- Pre-defined roles
- Pre-defined individuals (i.e., who has access to what data feed)
- User account-specific passwords

### Active Directory

Evidence.com can interface with a federated **Active Directory** to allow users to log in with their agency credentials. Using the industry-standard SAML protocol, officers no longer need to juggle multiple usernames and passwords. With Active Directory federation, Evidence.com uses the agency's network to authenticate users. Agency credentials are never sent to Evidence.com. This means that if a user changes their password on Active Directory they will log in with that new password.

### Categorizing Evidence Simplified

Categorizing evidence makes searching for videos by category type available which can simplify video searches on Evidence.com. Categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system. Every event that is captured and uploaded to Evidence.com can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Categories include policy settings for evidence retention, restricted access for especially sensitive evidence, and the appearance of evidence map pins.

## Evidence Retention Policies

### Storage Set-Up Options and Automatic Deletion

For proper management, agencies must create a set of agency-specific Categories large enough to properly segregate evidence by type for retention-setting and search functionality. This list should not be so large that it becomes an impediment to efficient field use by Users. Categories can be edited or added later within Evidence.com by users with appropriate access. The evidence retention policy determines:

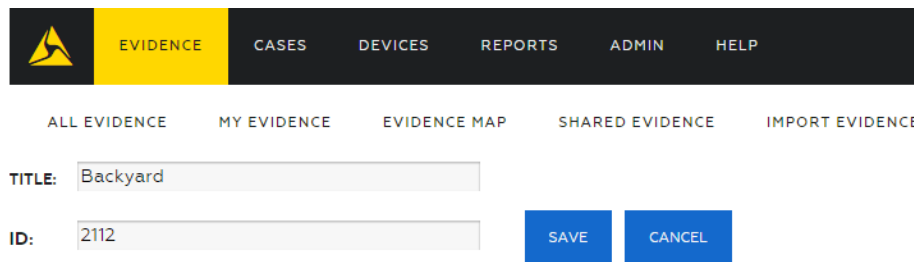
3. Whether the system will initiate automatic deletion of evidence assigned to the category.
4. How long the system waits before initiating the deletion of evidence that is not included in a case. Axon video deletions are based on the recording date. Deletion of all other evidence is based on the upload date.

### Remorse Periods for Retrieving Deleted Files

To protect against accidental deletions, administrators can recover files up to 7 days after they are queued for deletion. This policy applies to evidence only. Cases are never deleted automatically. Evidence included in a case is exempt from deletion until it is removed from the case. If evidence is in multiple categories, the longest retention time will be used. This 7-day remorse/recovery period and approval workflow is designed to protect evidence and chain of custody. After the remorse period, the event is expunged.

## Managing Your Digital Evidence

Once a user has located the file they wish to manage, they can perform the following actions when working with any file type. All actions will be recorded in the evidentiary audit log.



The screenshot shows the Evidence.com web interface. At the top is a dark navigation bar with a yellow triangle logo and tabs for EVIDENCE, CASES, DEVICES, REPORTS, ADMIN, and HELP. The EVIDENCE tab is highlighted in yellow. Below this is a secondary navigation bar with links for ALL EVIDENCE, MY EVIDENCE, EVIDENCE MAP, SHARED EVIDENCE, and IMPORT EVIDENCE. The main content area has two input fields: 'TITLE:' with the text 'Backyard' and 'ID:' with the text '2112'. To the right of these fields are two blue buttons labeled 'SAVE' and 'CANCEL'.

- **Edit Title and ID**
- **Add or Remove Tags** – Tags are labels that can be applied to evidence. Tags can be added to evidence for easy locating in the future. Evidence searches allow users to filter the search results by tags.
- **Edit Location** – The specified location for evidence determines where the pin representing the evidence appears on evidence maps.
- **Add, Edit and Delete Notes** – Notes can be posted about evidence. In addition to the text of the note, Evidence.com shows the author of the note and the date and time that the note was created and updated.

Users can also perform the following actions to make searching that much simpler:

- **Edit Description** – Descriptions of the evidence can be added or edited.

- **Edit Recorded Date and Time**
- **Download Evidence File** – Data can be exported to external media such as CD-ROMS, flash drives, and external hard drives.
- **Flag or UnFlag Evidence** – Evidence can be flagged to make it easy to find in the future. Evidence searches allow users to filter the search results by the flag status of evidence.
- **Add to or Remove Evidence from a Case** – Users can add or remove evidence to one or more cases.
- **Reassign Evidence** – Users can assign evidence to a user. The user to whom the evidence is assigned becomes the owner of the evidence.
- **View Evidence Audit Trail**
- **Delete Evidence** – Users can manually initiate the deletion of an evidence file. Deleted evidence is added to a deletion queue for 7 days. This helps prevent deleting evidence unintentionally.
- **Restore Deleted Evidence** – If evidence has a status of Queued for Deletion, users can restore the evidence, which removes it from the deletion queue.
- **Assign and Un-Assign Categories** – For evidence that is not assigned to a case, changing the categories that the evidence is assigned to may change the scheduled deletion date. If the scheduled deletion date has already passed, the evidence will be added to the deletion queue.
- **Extend Retention Period** – If evidence is scheduled for deletion, users can extend how long the system retains the evidence before adding it to the deletion queue. The period of time that the retention is extended is equal to the length of the retention policy currently in effect for the evidence. The category assigned to the evidence determines the retention policy. If more than one category is assigned to evidence, the longest retention policy is applied.

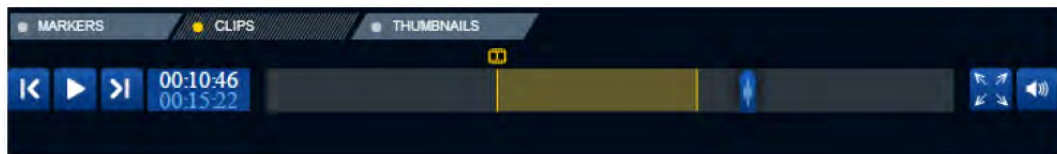
## Working with Video and Audio Evidence

- Play, Pause, Rewind, and Fast Forward
- **View Source** - For video uploaded from an Axon device managed by an Evidence.com agency, the View Evidence page lists the evidence source on the right side of the page. The serial number and model of the recording device are listed.
- **Show and Hide Clock**

- **Rotate the Video** - Users can rotate the video player image 90, 180, or 270 degrees clockwise. This feature is for convenience while viewing a video only. For example, the camera itself may have been on its side or upside down while recording. The rotation does not affect the original video file and is not saved in any way.
- **Markers** - Users can use markers to indicate key moments or highlight important aspects of a video or audio evidence file. For video markers only, users can download markers as image files. Prior to downloading the marker, users can specify options such as whether the title and description appear on the downloaded image. Users can control whether the scrub bar, located below the video image, shows red icons for each marker.



- **Clips** - A clip is a segment of a video or audio evidence file. When a clip is created, Evidence.com creates a new evidence file that can be used in the same way as other evidence. Users can control whether the scrub bar, located below the video image, shows yellow zones for each clip.



- **Magnify Zone** - Users can use the zone magnification tool to zoom in on a portion of a frame as needed to view details in the video. Users have the option of converting a magnified zone into a marker.
- **Show and Hide Thumbnails** - Thumbnails provide an easy way to preview parts of a video. They appear at the bottom of the video image. Users can move the mouse pointer across them to see each thumbnail.
- **View Video Frame by Frame** - Below the video player, the frame-by-frame scrub bar appears. Each segment of the bar represents a video frame. Use the frame-by-frame features as needed:
  - To preview frames
  - To navigate quickly to a specific frame, and;
  - To skip backwards or forwards

## Video Redaction Capabilities

Users can redact video evidence as needed, such as to ensure anonymity of persons in a video. Redaction never affects the original video. Instead, when the user has finished redacting the video, Evidence.com generates a redacted version of the video master file.

**Redacting a Single Video:** The process of redaction involves placing one or more masks in the video. Users can specify precisely which video frame a redaction mask applies to. The redaction mask types are the following:

- **Vector** – Redacts a portion of video frames, in a shape, color, and opacity specified by the user.
- **Blackout mask** — Replaces video frames with a solid black frame.
- **Filter mask** — Obscures entire video frames with either a blur filter, an outline distortion filter, or a segmentation filter.
- **Audio mask** — Remove audio from the frames to which user applies the mask.

Users will also have the option of redacting audio for the duration of a video mask.

**Bulk Video Redaction:** Public disclosure and FOIA requests can be time consuming, especially when large volumes of videos have to be reviewed and potentially redacted. To aid with these large requests, the Bulk Redaction feature allows you to queue video evidence for bulk redaction.

Evidence.com will redact the videos and bundle them into a file. We will email with a link to download this file when it's ready. This link will be active for 3 days.

**ORDER SUMMARY**

Evidence - 3 files  
Request Date - 27 Jul 2015 - 12:22:43 ( GMT-0700 )  
Estimated File Size - 16.95 MB

**DOWNLOAD FORMAT**

☐ ZIP  
☒ ISO

**BLUR LEVEL**

☐ LOW  
☒ MEDIUM  
☐ HIGH

**AUDIO**

☒ MUTE AUDIO

**CANCEL** **REDACT**

Bulk redaction creates a copy of the original video and a blur filter over the entire video. It can also remove audio for the duration of that copy as well. 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 mass public disclosure requests in the least amount of time.



## Axon Mobile Applications

Our suite of mobile applications augments our end-to-end solution by allowing officers to review, organize, and access information wherever they are. When it comes to technology, law enforcement must play catch up with the general public. Because of mobile technology, we're more connected than ever. As a result, mobile technology offers a two-way street for law enforcement: they can take advantage of a technology that most Americans use multiple times a day in order to foster better community relations and to refine their policing techniques. New apps allow citizens to send in complaints or tips to their local agency, while officers can now file reports through their phones.

### Axon View

#### Instant Video Playback in the Field

Axon View is a free mobile application that wirelessly connects with your Axon camera to provide instant playback of unfolding events from the field, in the field. You can use the app's live display to ensure your camera is well-placed, and the playback function helps eliminate the "he said, she said" on the spot.

Available for both Android and iOS devices, Axon View automatically maps video with GPS data and allows real-time tagging of metadata from your phone. Before you set foot in the office, your video is filed into the correct retention schedule automatically. When you need it, evidence can be accessed quickly with a simple keyword search.

- Instant replay prevents frivolous dispute of recorded events
- Live video streaming assists with optimal camera placement
- GPS tagging maps video evidence automatically
- Real-time metadata input enables easy searching and accurate retention.





## Axon Capture

### In-Field Evidence Capture and Management

Until today, officers have had two options: sacrifice security for convenience, or convenience for security. With Axon Capture, recording evidence is easy and managing it is secure.

Axon Capture is an application built specifically for law enforcement that allows officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Instead, it builds upon the capabilities already in your pocket with the security and organization needed to protect truth. You can add tags, titles or GPS coordinates to any recordings before you upload the data to Evidence.com.

#### **Mobile Media Management**

Photos and videos are automatically tagged with GPS locations, and metadata can be added and synced to your Evidence.com profile without leaving the scene.

- 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 Evidence.com platform is seamless
- Data plans, deletion policies, and security protocols are fully customizable

#### **Convenience Meets Security**

With Axon Capture, agencies are able to avoid the extra administrative work of subpoenas because files are stored in the cloud—never on your device. Once securely uploaded to the cloud, the data is immediately removed from the officer's phone storage. Evidence is secured by PIN to prevent unauthorized access in the event of phone loss or theft.



## **RMS/CAD Integration**

### **Effortlessly Tag Video with Correct Metadata**

On-officer cameras provide a remarkably effective means for law enforcement agencies to decrease complaints against officers and to reduce use of force. However, agencies now face unprecedented data management issues, because even limited deployments of on-officer cameras swiftly create thousands of video-evidence files with associated metadata.



Integrating your RMS or CAD System frees up officers for real work, not manual video tagging

### **Integrating for Accuracy and Efficiency**

Prematurely deleting evidence or being unable to find the proper file among the thousands in your evidence-management system can doom an otherwise flawless investigation and prosecution. Requiring officers to manually add the information necessary to enable proper evidence management wastes valuable officer time, and manual work can never be completely accurate.

Integrating Evidence.com with an agency's records-management system (RMS) and computer-aided dispatch (CAD) with Evidence.com can provide tremendous efficiency gains and can ensure that typographical errors do not undermine justice. RMS and CAD systems hold metadata that is critical to the usefulness of video-evidence files managed by Evidence.com. Integration automates the extraction of that critical metadata from RMS and CAD systems and the addition of the metadata to officer-recorded video-evidence files in Evidence.com.

## Evidence.com Integration

Video evidence can be invaluable—but only if it can be easily logged and found. RMS and CAD Integration works by taking information from an agency's RMS or CAD System and correlating it with videos on Evidence.com. It effectively automates the process of tagging videos with complete, correct metadata. This helps ensure greater accuracy of information and increases efficiency for both officers and supervisors, which leads to substantial savings in terms of hours saved. Automatic retention is accomplished through categorization mapping.

Evidence.com provides dependable, logical integration from an agency's CAD system (or CAD plus RMS systems) to Evidence.com. With integration, Evidence.com programmatically applies metadata exported from your CAD system to video-evidence files in Evidence.com. Evidence.com can accurately apply ID, retention category, and event location information from event records to evidence files.



TASER has observed that when officers manually tag videos with metadata, approximately 40-50% are tagged with the information necessary to manage the evidence at a later time. Of those, an even smaller percentage is tagged correctly, due to officers mistyping a value. Tagging videos correctly takes officers time, about 3 minutes per video. If 5 videos are recorded per shift, and an officer works 16 shifts per month, each officer is spending 4 hours per month entering metadata.

With TASER's integration solution, officers no longer have to spend valuable time entering this data after each incident, and supervisors no longer have to search extensively for untagged or incorrectly tagged videos.

### Greater Accuracy

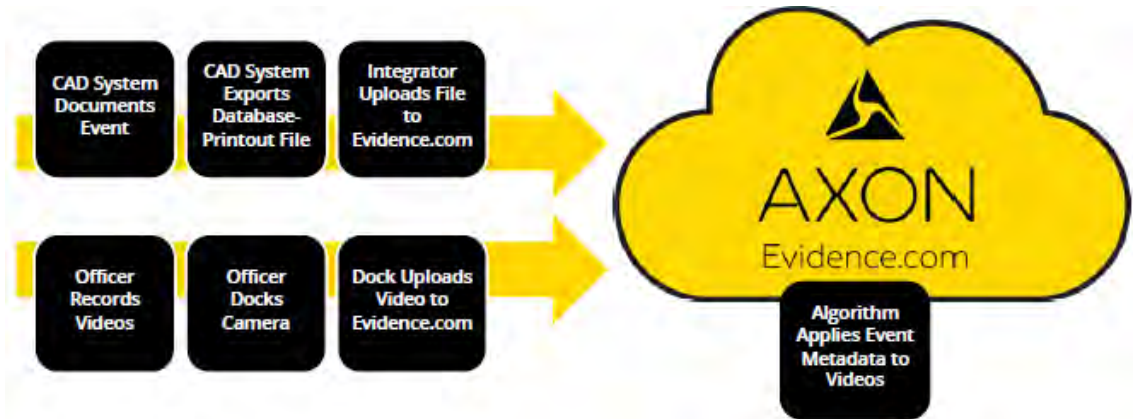
- Improves data accuracy of information
- Correlates your RMS or CAD events with Axon videos adds Incident ID, Category and Location to videos automatically
- Avoids the misspellings and incomplete info of manual entry
- Makes searching and retrieving evidence easier later

## Increased Efficiency

- Automates metadata entry for every recording
- Requires minimal involvement from the IT staff
- Works with any system without involving RMS vendors
- Enables supervisors to manage evidence more effectively
- Ensures evidence receives the appropriate automatic retention period

## How it Works

TASER's solution uses a proprietary algorithm written to compare CAD/RMS call start and end times with Axon video recording start and end times by an officer identifier.

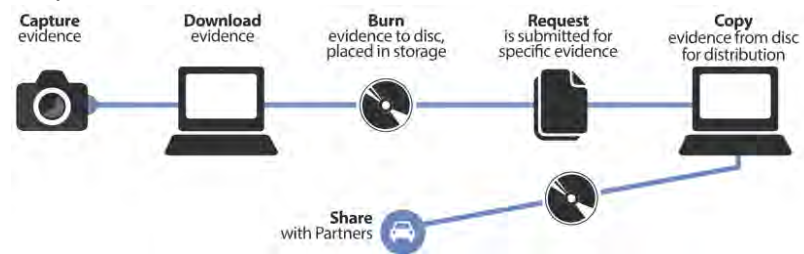


TASER supplies a small integrator application that automatically encrypts the automated database printout, sends to Evidence.com via SSL port 443 and then deletes the file from the local server. Automatic tagging occurs once daily with the ability to tag videos from the previous 72 hours.

## APPENDIX 2: TASER'S DEW WORKFLOW

After consulting with agencies across the United States, TASER created the **Digital Evidence Workflow (DEW)** framework. The **DEW Framework** was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. Across all digital evidence workflows, we identified five general phases that take place:

1. **Capture/Collect**
2. **Ingest/Transfer**
3. **Manage/Store**
4. **Retrieve**
5. **Share**



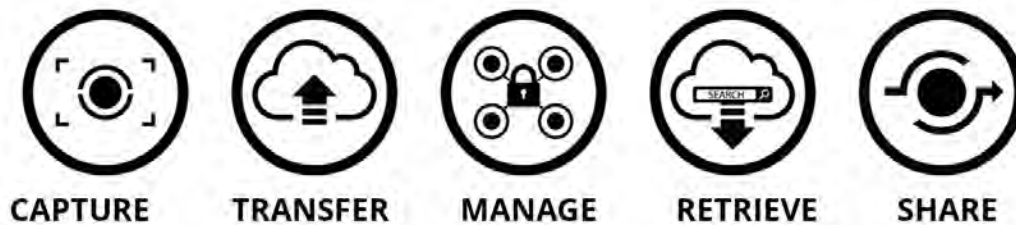
### Traditional Workflow

- **Capture:** Digital evidence is captured via videos, photos, audio recordings and computerized documents and records.
- **Transport:** After collecting the digital evidence it is necessary to package and transport it in a secure manner.
- **Upload:** Upload, tag and add metadata to digital evidence through a single computer.
- **Save:** Process and store on a storage device (hard drives, USB flash drives, CD-ROMs, DVDs, etc.).
- **Secure:** Take precautions to prevent loss of storage devices and the data.
- **Retrieve:** Recover the storage devices from its secure location to access the digital evidence.
- **Access:** Access and view digital evidence from a single computer.
- **Share:** Drive CDs and DVDs to prosecutors.

At TASER, we recognize how time-consuming, disorganized, and costly the current process is, and we have set out to solve these issues for our customers through our DEW outlined below. TASER's DEW is designed to move large amounts of data and media throughout an agency's ecosystem without the usual manual tasks, costs and inefficiencies.

Whether an agency is collecting, transferring, managing, retrieving or sharing digital evidence, Evidence.com streamlines the process and reduces the day-to-day burden on officers.

## The Axon Digital Evidence Workflow

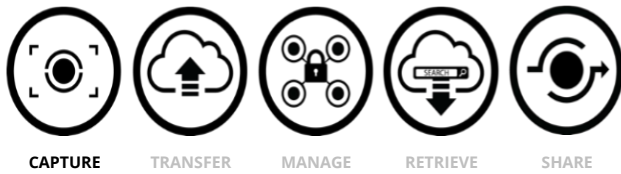


- **Capture:** Upload content to Evidence.com in any file format, from any device. Automatically ingest content from Axon body-worn and in-car cameras, mobile devices, alternative systems integrated with TASER CEWs, Axon Interview footage and hard drives.
- **Transfer:** With the Axon Dock, videos from Axon cameras are automatically and securely transferred to the cloud during routine charging. The Axon Body 2 is even capable of wireless offload to the cloud. Evidence Sync enables officers to automatically upload crime-scene photos, interview room video and all other digital evidence into the Evidence.com platform.
- **Manage:** Effectively organize your users, devices, and the data created in a central, scalable, secure system. Users can be easily managed through active directory integration and operational group permissions. Devices can be easily managed through bulk assignments and enterprise-level reporting. Every data file can be easily stored, indexed, reviewed, and tracked through cutting edge tools like RMS/CAD integration, mobile applications, smarter redaction tools, and dynamic audit trails.
- **Retrieve:** Find evidence quickly with simple search features. Avoid paper pushing with simple online searches. Find evidence by date, title or key words. Group your evidence by case for easy lookup and effective collaboration.
- **Share:** Grant access to specific people, or share content with a secure link. Spend less time as a courier of evidence and more time on the street. Share evidence internally or externally by sending a secure link.

On the pages to follow, we have itemized each of these steps and provided details on how the Axon program will add value and time saved to your Department.



## CAPTURE



The **Capture** phase is the most visible and generally best understood stage of the DEW. During this stage, devices capture and collect digital evidence from in-car video systems, on-officer video cameras, digital cameras,

audio recorders, cameras, etc. There are several important factors that an agency should consider when selecting a capture device such as power, recording quality, device dependability and ease of use.

Axon cameras are proven to protect officers from false claims, enhance public trust, improve civilian behavior, decrease litigation, help keep officers safe and accountable and make communities safer.

## CAMERA FEATURES, BENEFITS, AND ADDED VALUE

Law enforcement is more complex than ever before. TASER uses technology to simplify the work you do every day throughout the criminal justice system. Our connected solutions help you be safer and more efficient, and enable greater transparency with the communities you serve.



TASER offers two body-worn cameras– the Axon Body 2 and the Axon Flex  
(shown with the Oakley Flak Jacket Mount)

### Point-of-View Imaging

The **Axon Body 2** camera is designed to be mounted on an officer's uniform and provides an industry-leading 142° lens. The single-unit on-officer camera features HD video, Wi-Fi video offload and industry-leading security enhancements.

The **Axon Flex** is a compact 75° point-of-view video system with flexible mounting options including on an officer's eyewear, collar, epaulette, ball cap, helmet, and more.

### **Wireless Activation**

With manual activation, officers are sometimes unable to hit record in intense and stressful situations. We've developed Axon Signal, an automatic activation technology for Axon cameras, to uphold the truth and allow you to get the most out of your body-worn camera investment.

### **Pre-event Buffering**

It is critical for an officer's camera to capture the events leading up to the critical incident, and not just the incident itself. The Axon's full-shift buffered recording feature automatically captures the 30 seconds prior to the activation of the camera, providing the proper context for an officer's actions.

### **12+ Hours of Battery Life**

Axon cameras are designed with a battery to last the officer's typical 12-hour shift. If a critical event happens, not having enough battery life left to capture it could be devastating.



The Axon Body 2 mounted on an officer's uniform.

### **"Retina Low-Light" Imaging Technology**

In order to capture exactly what officers see, it is pivotal to purchase a camera that mimics the light-perception of the human retina. The Axon is equipped with "retina low-light" technology, which adjusts to changes in lighting like the human eye.

### **Unmatched Durability**

Axon cameras are built to withstand extreme weather, dust, rain, wind and even drops up to six feet. The high-impact polymer housing means your camera is functional when you need it.



## Mobile Applications

Axon cameras are capable of establishing a Bluetooth connection with a paired mobile device, allowing the officer to review, annotate, and even live-stream newly captured files.

Available for both Android and iOS devices, **Axon View** automatically maps video with GPS data and allows real-time tagging of metadata from your phone. Before you set foot in the office, your video is filed into the correct retention schedule automatically. When you need it, evidence can be accessed quickly with a simple keyword search.



TASER's suite of mobile applications build upon the technology already in your pocket.

**Axon Capture** is an application built specifically for law enforcement that allows officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Instead, it builds upon the capabilities already in your pocket with the security and organization needed to protect truth.

## TRANSFER



The **Transfer** stage is frequently the most overlooked phase of the DEW. During this phase, agencies must take the digital evidence that has been captured and either ingest or transfer it

into a management system. The most efficient way to deal with this is through automation, but many capture devices do not offer this capability. Many agencies use the same workflow to ingest digital evidence: officers must physically return with the capture device to a centralized evidence repository where it is usually transferred to another digital medium and stored.

# The Axon Dock

## Charge and Upload Data Simultaneously

With the Axon Dock, your camera charging station is also your automatic data downloader. At end of a shift, the Dock syncs video from Axon cameras during routine charging. Videos are uploaded directly to Evidence.com, eliminating manual or duplicative processes and freeing officers to focus on more important duties.

## Leave the Camera, Take Back Time

The demands of law enforcement mean that every minute of an officer's day must be used wisely. If they are not prepared with the right technology and infrastructure, agencies can become quickly overwhelmed by the tasks associated with managing digital evidence. The Axon Dock puts time back in the agency's hands by eliminating unnecessary manual processes.



With the Axon workflow, simply dock your camera and walk away.

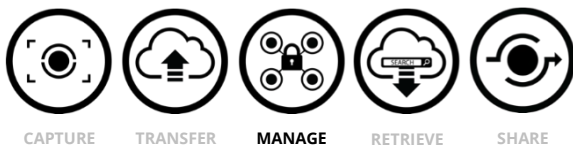
The multi-charging, multi-docking station allows for seamless upload and of captured media. At the conclusion of an officer's shift, they will dock their Axon camera into the docking station. **Dock and walk. It's that simple.**

## Axon Upload Workflow

- A date and time stamp is recorded as metadata and is embedded in the file. Each time the device is docked the time is automatically checked and reset. The time and date cannot be altered, which protects the chain of custody.
- All communication between the Axon docking station will be conducted over 256-bit AES encryption.
- All metadata on the videos captured will be uploaded to Evidence.com. This includes the CAD or RMS incident numbers, categories, and video title.
- A cryptographic hash function is applied to each MP4 video captured on the Axon camera. This functions as a digital fingerprint for each video captured.

- As the MP4 video file is uploaded, it is broken into small blocks of data. At the completion of each block uploading, a hash function is applied to ensure authenticity and that data has uploaded in its entirety.
- In the event of an Internet service interruption, the upload will resume at the last successful block. This includes when an officer must remove their Axon camera from the Dock mid-upload.
- At the completion of the upload, all of the blocks are reconstituted into an exact copy of the original MP4 video captured on the officer's camera.
- The cryptographic hash function is applied to ensure authenticity and that the complete file has uploaded.
- Once files are verified, they are deleted from the Axon camera.

## MANAGE



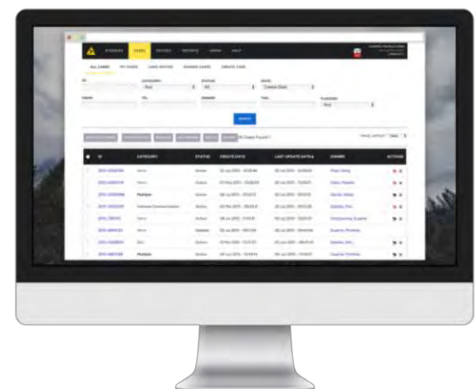
The **Manage/Store** phase is the most hands-on part of the digital evidence workflow. The Commission on Accreditation for Law Enforcement Agencies (CALEA) standards state “the products of these technologies could

become an important piece of evidence in any type of case and should be maintained in a way to ensure the integrity of contents.”<sup>1</sup> While some law enforcement agencies do have a vendor supplied or in-house developed digital information management system, the cost of maintaining, securing and backing up such a system can be prohibitive.

## Evidence.com

Evidence.com is a scalable, cloud-based system that consolidates all of your digital files – making them easy to manage, access and share while maintaining security and Chain of Custody

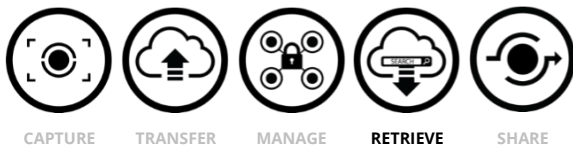
- **Mobile Integration** – Store and manage files captured with mobile devices in the field
- **Case Management** – Quickly view and share all digital files related by case number



<sup>1</sup> See <http://www.calea.org/content/standards> (last accessed September 1, 2015).

- **One Click Search** – Search by Officer name, incident ID, location, and other tags to find files quickly
- **Redaction Suite** – Save time with automated redaction, build redaction, clips, markers, thumbnails and more
- **Configurable Retention** – Schedule automatic retention periods based on incident type or crime severity
- **Analytics and Auditing** – Monitor system usage from total videos uploaded to who has reviewed, shared and deleted files
- **Prosecutor Workflow** – Connect digitally with the prosecutor using the most scalable sharing solution available
- Security Features:
  - CJIS Compliant: Evidence.com is fully CJIS compliant
  - Data Encryption: All information is fully encrypted in transit and at rest
  - Customizable User Permissions: Administrators can determine what files can be viewed by users and groups of users.

## RETRIEVE



The **Retrieve** phase is one of the most overlooked stages in that agencies frequently underestimate the amount of time it will take to find a piece of digital evidence. There are several different approaches to managing and storing

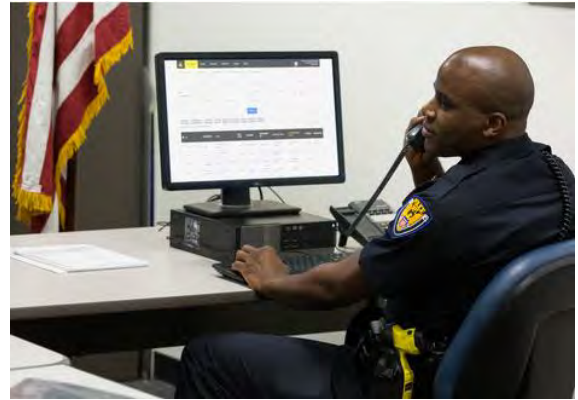
digital evidence, each of which affects the retrieval process. For example, tagging a DVD with a barcode or case number and sticking it on a shelf in an evidence room or a storage warehouse can result in lengthy search and retrieval times. A single CD of evidence related to a case can contain a hundred or more images, each of which might pertain to a different aspect of the case.

Trying to find the right images would require going through all one hundred or more images. If, on the other hand, the images were stored in a database and tagged individually with identifiers other than just the case number, they could be retrieved with a simple search within seconds. The best option is to have a system that has an advanced search function using multiple identifiers for each piece of digital evidence.

## Search Easily

### Find Any File and Search by Title, Date, Keyword or Other Fields

Evidence.com provides a search feature to help users quickly find the evidence they need. By enabling officers to annotate Axon video with metadata, Evidence.com turns what was once an overwhelming amount of information into a searchable database.



Find evidence with simple online searches by date, title or key words.

Within the Evidence area, users have three pages to choose from to narrow results:

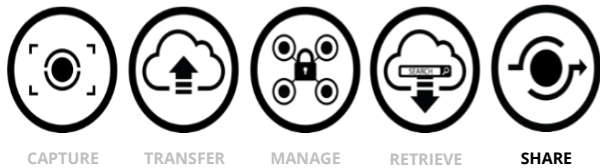
- 1) **All Evidence** – All evidence, even files a user does not have permission to view.
- 2) **My Evidence** – Evidence the user owns. Under *Filter Evidence*, Owner filter is automatically set to that user's name.
- 3) **Shared Evidence** – Evidence shared with that user by the evidence Owner.

### Evidence Search Filters & Results

- **ID** – Evidence whose ID includes the characters entered in the ID box.
- **Title** – Evidence whose title includes the characters entered in the Title box.
- **Category** – Evidence assigned to that selected category. By default, search results include evidence assigned to any category, including uncategorized evidence.
- **Date** – Results by either the recorded, uploaded, or deletion date of evidence. Search results are inclusive of the dates specified.
- **File Type** – Limits results to file type selected
- **Owner** – Evidence owned by specified user.
- **Uploaded By** – Limits results to evidence uploaded by the user specified.
- **Status** – Limits results to evidence whose status matches the status selected. By default, evidence searches are limited to evidence with status of Active
- **Tag** — Limits search results to evidence whose tags includes the characters entered in the Tag box. For more information, see Text Search Details.
- **Group** – Evidence owned by members of group specified. To specify, click in Group box, start typing name of group and wait for matching groups to display, and then click on desired group.
- **Flagged** — Limits search results to evidence whose flag status matches the flag status selected.



## SHARE



The **Share** phase of the DEW process involves delivering digital evidence to the appropriate stakeholders when requested. In researching law enforcement's use of Internet-based automation in sharing digital evidence, TASER discovered that only a very small minority of

agencies today are taking advantage of this technology, resulting in mounting costs of digital evidence sharing. For example, a typical evidence room in the average police department requires one or more forms to request copies of digital evidence. That evidence first needs to be found, then copied (usually multiple copies are made) and finally hand-delivered to the recipient, such as a prosecutor or attorney.

A single request for evidence can take hours to complete and the manual transport of copies wastes numerous officers' time, better spent on the street. Finally, manual sharing of digital evidence frequently leads to lost copies, resulting in the entire process having to be repeated at additional cost.

Evidence.com provides the following options for securely sharing evidence.

- **Bulk Sharing by Unauthenticated Download Link:** Bulk sharing enables you to share more than one evidence file at a time. Sharing by download link makes evidence available through a web link, or URL, for downloading a ZIP file, without requiring the person downloading the files to sign in to Evidence.com.
- **Authenticated Sharing:** Authenticated sharing enables you to share evidence with other users of Evidence.com. The agency can control whether users with whom evidence is shared can view the evidence, download the evidence, view the audit trail of evidence, and share the evidence with others.
- **Sharing Cases with Partner Agencies:** When a partner agency shares a case, they can send it to groups permitted to receive shared cases.
- **External and Interagency Sharing:** Collaborating with another Evidence.com agency as if they were part of your own agency is easy and allows you to maintain data security. Users can share a single file, multiple files, or an entire case with trusted Partner Agencies.

## Evidence.com for Prosecutors

Digital evidence is a tool with unprecedented potential for prosecution, but real implications for evidence management. That's why we've made Evidence.com available to prosecutors as well as law enforcement.

The same end-to-end evidence management solutions of Evidence.com now allow prosecutors to manage evidence of any type, from any agency, all in one place. Files can be shared during discovery, complete chain of custody is maintained, and all evidence is encrypted. Prosecuting attorneys working with agencies already using Evidence.com, standard licenses are provided at no cost.



Evidence.com makes it easy to send evidence to organizations like City and District Attorneys.

## Protect Chain of Custody

To ensure a robust chain of custody, evidence can be verified for authenticity by matching the SHA hash of original file ingested in Evidence.com with the copy. The original data associated with a video is never changed. All modifications are handled by creating new, derivative files.

All content uploaded to Evidence.com is paired with an **audit trail** indicating every action applied to that evidence and its metadata. All audit trails can be exported to a PDF document and used to determine compliance with chain of custody.

## Sharing Reporting

The Sharing Audit report exports a list of all user actions related to sharing evidence and cases to a CSV file. Included in the report are details such as:

- Date and time of the sharing event
- Who initiated the sharing event
- What was shared — evidence or a case
- How was it shared — internal or external to your Evidence.com agency
- The ID of the evidence or case shared
- The recipient of the shared evidence or case
- The permissions shared to the recipient

## APPENDIX 3: REQUESTED EXCEPTIONS

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August 22, 2016

City of Midland  
Suite 340  
P.O. BOX 1152  
Midland, Texas 79702-1153  
Attn: City Secretary

**RE: REQUESTED EXCEPTIONS TO CITY OF MIDLAND REQUEST FOR PROPOSALS FOR BODY CAMERAS**

Please find below TASER International, Inc.'s (TASER) exceptions to the above-referenced solicitation. TASER 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 TASER's Terms and Conditions.**

TASER respectfully requests that its Master Services and Purchase Agreement be incorporated as an exhibit into the final contract award. TASER agrees to negotiate with the City on these terms and conditions, and if any of TASER's terms and conditions conflict with the negotiated terms and conditions of the contract documents, **the City's contract document will control.**

**2. Initial contract(s) term. Section 1.24.4.**

TASER respectfully requests that this section be amended as follows:

The initial contract(s) term is for a period of ~~1 (one)~~ 5 (five) years. Renewals of the contract may be made at 1(one) year intervals, not to exceed a total of 3 (three) years, at the City's option.

**3. Contract Extension. Section 1.24.5.**

TASER respectfully requests that this section be amended as follows.

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume **in the state of Texas, under similar terms and conditions. Any such price reductions will not be applied retroactively.**

**4. Execution of Offer.**

TASER respectfully requests that this section be amended as follows:

In compliance with this RFP, and subject to all the conditions herein, **including the Offeror's requested exceptions**, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.



**5. Payment; Retainage. Section 15.**

TASER respectfully requests that this section be amended as follows:

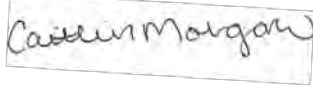
After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders.

**Company will invoice the City on an annual basis.** The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements. **Notwithstanding the foregoing, any products and/or services not rejected by the City's within 14 days of the City's receipt of such items, will be deemed accepted.**

15.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment ~~less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.~~

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

Best Regards,



Caitlin Morgan  
Contracts Manager  
cmorgan@taser.com  
480.502.6296

## PRODUCT SPECIFICATIONS & ATTACHMENTS

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The attachments listed below have been included within our response document, for your review and consideration

- A. TASER Master Services and Purchasing Agreement
- B. Axon Body 2 Product Specifications
- C. Axon Dock 2 Product Specifications
- D. Evidence.com Product Specifications
- E. Evidence.com for Prosecutors Product Specifications
- F. Evidence Sync Product Specifications
- G. Axon Signal Product Specifications
- H. Axon View Mobile Application Specifications
- I. Axon Capture Mobile Application Specifications
- J. CAD/RMS Product Specifications
- K. Professional Services Offerings

 AXON Body 2

**UNLIMITED HD.  
NO DISTRACTIONS.**



## AXON BODY 2

A powerful platform  
behind a simple camera

### **BEYOND A CAMERA AND BEYOND COMPARE**

The #1 Video Platform | Unlimited HD | Constant Upgrades

Axon Body 2 takes the powerful simplicity of its predecessor to the next level. The single-unit design is now equipped with even greater capabilities like unlimited HD video, Wi-Fi video offload and industry-leading security enhancements. It's still part of the same growing platform that connects cloud, mobile and wearable technologies to give you a true end-to-end solution.

800-978-2737 [axon.io/body2](https://axon.io/body2)

# AXON BODY 2 FEATURES AND BENEFITS

**RETINA HD VIDEO:** The industry's best low-light video now records in HD.

**FULL-SHIFT BATTERY:** 12+ hours

**PRE-EVENT BUFFER:** Capture up to 2 minutes before an event.

**WIRELESS ACTIVATION:** Axon Signal turns the camera on with lightbar and other sensor activation.

**WI-FI VIDEO OFFLOAD:** Axon Body 2 is capable of wireless offload to the cloud.

**OPTIONAL MUTE:** Ability to disable audio in the field to support dual party consent.

**IN-FIELD TAGGING:** Add a marker to important points in your video.

**UNMATCHED DURABILITY:** Built to withstand extreme weather and brutal conditions.

**ADVANCED SECURITY:** Evidence is encrypted at rest on the camera to protect data at all times.

**RAPIDLOCK MOUNTS:** Versatile mounts keep the camera steady during tough situations.

**MOBILE APP:** Stream, tag, and replay videos right on your phone with Axon View.



APP AVAILABLE FOR  
APPLE AND ANDROID

# AXON BODY 2 SPECIFICATIONS

**VIDEO RESOLUTION** Configurable up to 1080p

**WEATHER RESISTANCE** IP67 (IEC 60529)

**CORROSION RESISTANCE** MIL-STD-810G METHOD 509.5 (SALT FOG)

**FIELD OF VIEW** 142 degrees

**OPERATING TEMPERATURE** -4 °F to 122 °F / -20 °C to 50 °C

**DROP TEST** 6 Feet

**HUMIDITY** 95% non-condensing

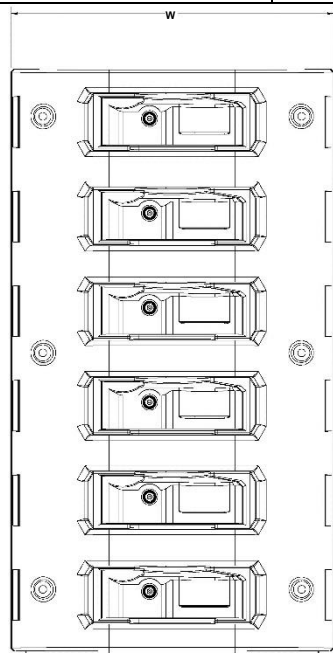
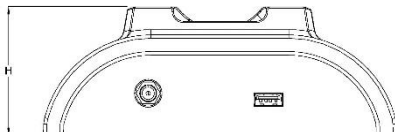
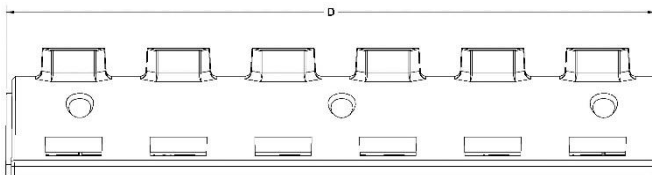
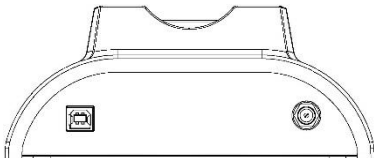
**WARRANTY** 1 year from date of receipt

**RECORDING CAPACITY** Up to 70 hours depending on resolution

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Axon Dock Models			
Model		Model No.	Color
Axon Dock 6-Bay and Core <sup>1</sup>			Black
Specifications <sup>2</sup>		Features	
<div>1. Input power requirements<sup>3</sup> Voltage: 15 V DC Current: 4 A DC Power: 60 W Connector: Barrel power connector, inner diameter 0.08" [2.1 mm], outer diameter 0.22" [5.5 mm], length 0.37" [9.5 mm], inside positive</div> <div>2. Output specifications per port Voltage: 4.5 V DC to 5.5 V DC Current: 1 A (maximum) Power: 2.75 W (maximum)</div> <div>3. Operating Temperature: -4 °F [-20 °C] to 167 °F [75 °C]</div> <div>4. Humidity: 85 percent non-condensing</div> <div>5. One USB B input port, six 2.5 mm dock output ports, one USB A 2.0 output port</div>		<div>1. Modular design capable of managing six Axon Body 2 cameras.<sup>4</sup></div> <div>2. Status LED on the device docked in the bay indicates device status. Status can also be observed through web-based status screens.</div> <div>3. Provides power to device docked in the bay to enable battery charging.</div>	
Characteristics			
1. Attaches to Axon Dock core to connect to the Internet.			
Physical Characteristics <sup>2,5</sup>			
Width (W)	Height (H)	Depth (D)	Weight
6.4" [16.2 cm]	2.18" [5.5 cm]	11.25" [28.6 cm]	1.36 lb. [612.35 g]
			
TOP VIEW		FRONT VIEW	
			
		SIDE VIEW	
			
		REAR VIEW	

<sup>1</sup> This document only describes the bay. For information about the core, see the *TASER Axon Dock Core Specifications*.

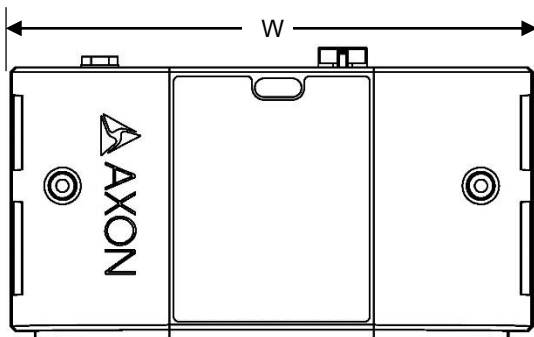
<sup>2</sup> Product specification may change without notice; actual product may vary from picture.

<sup>3</sup> Required AC service specifications for provided external AC-DC power supply are 100–240 V AC, 1.5 A (min), 50–60 Hz.

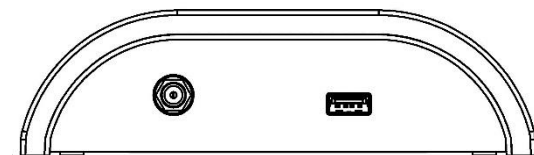
<sup>4</sup> This 6-bay is designed for the Axon Body 2 camera. It will not work with Axon Body cameras or Axon Flex systems.

<sup>5</sup> Dimensions and weights are for reference only.

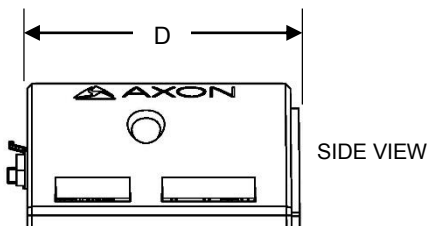
Axon Dock Core Models			
Model		Model No.	Color
Axon Dock Core Module		70027	Black
Specifications <sup>1</sup>		Features	
<div>1. Input power requirements<sup>2</sup> Voltage: 15 V DC Current: 4 A DC Connector: Barrel power connector, inner diameter 0.08" [2.1 mm], outer diameter 0.22" [5.5 mm], length 0.37" [9.5 mm], inside positive</div> <div>2. Output specifications per USB Port Voltage: 4.5 V DC to 5.5 V DC Current: 500 mA (maximum) Power: 2.75 W (maximum)</div> <div>3. Operating Temperature: -4 °F [-20 °C] to 167 °F [75 °C]</div> <div>4. Humidity: 85 percent non-condensing</div> <div>5. Two CAT5E<sup>3</sup> Ethernet ports (one 100BASE-TX local area network (LAN<sup>4</sup>), one 1000BASE-T wide area network (WAN))</div> <div>6. Two USB A 2.0 ports</div>		<div>1. Can be combined with all Axon Dock individual bay and 6-bay modules.</div> <div>2. Provides secure connection to the Evidence.com<sup>5</sup> website from the device during transfer.</div> <div>3. Device status can be observed through web-based status screens.</div> <div>4. Provides power to device connected to the core to enable battery charging.</div> <div>5. Diagnostic LEDs indicate power, LAN, WAN, and USB activity.</div> <div>6. Dynamic and static IP capable network connection.</div> <div>7. TASER web-based configuration interface.</div> <div>8. Automatic firmware updates for TASER devices.</div>	
Characteristics			
<div>1. Internet connection requirement: Ethernet 10BASE-T (LAN or WAN), 100BASE-TX (LAN or WAN), or 1000BASE-T (WAN)</div>			
Physical Characteristics <sup>1,6</sup>			
Width (W)	Height (H)	Depth (D)	Weight
6.4" [16.2 cm]	1.8" [4.6 cm]	3.31" [8.4 cm]	8.24 oz. [233.6 g]



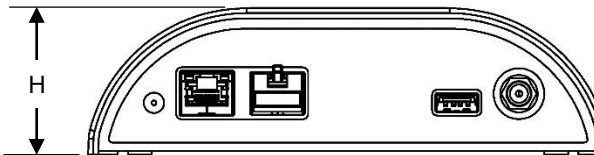
TOP VIEW



FRONT VIEW



SIDE VIEW



REAR VIEW

<sup>1</sup> Product specification may change without notice; actual product may vary from picture.

<sup>2</sup> Required AC service specifications for provided external AC-DC power supply are 100–240 V AC, 1.5 A (min), 50–60 Hz.

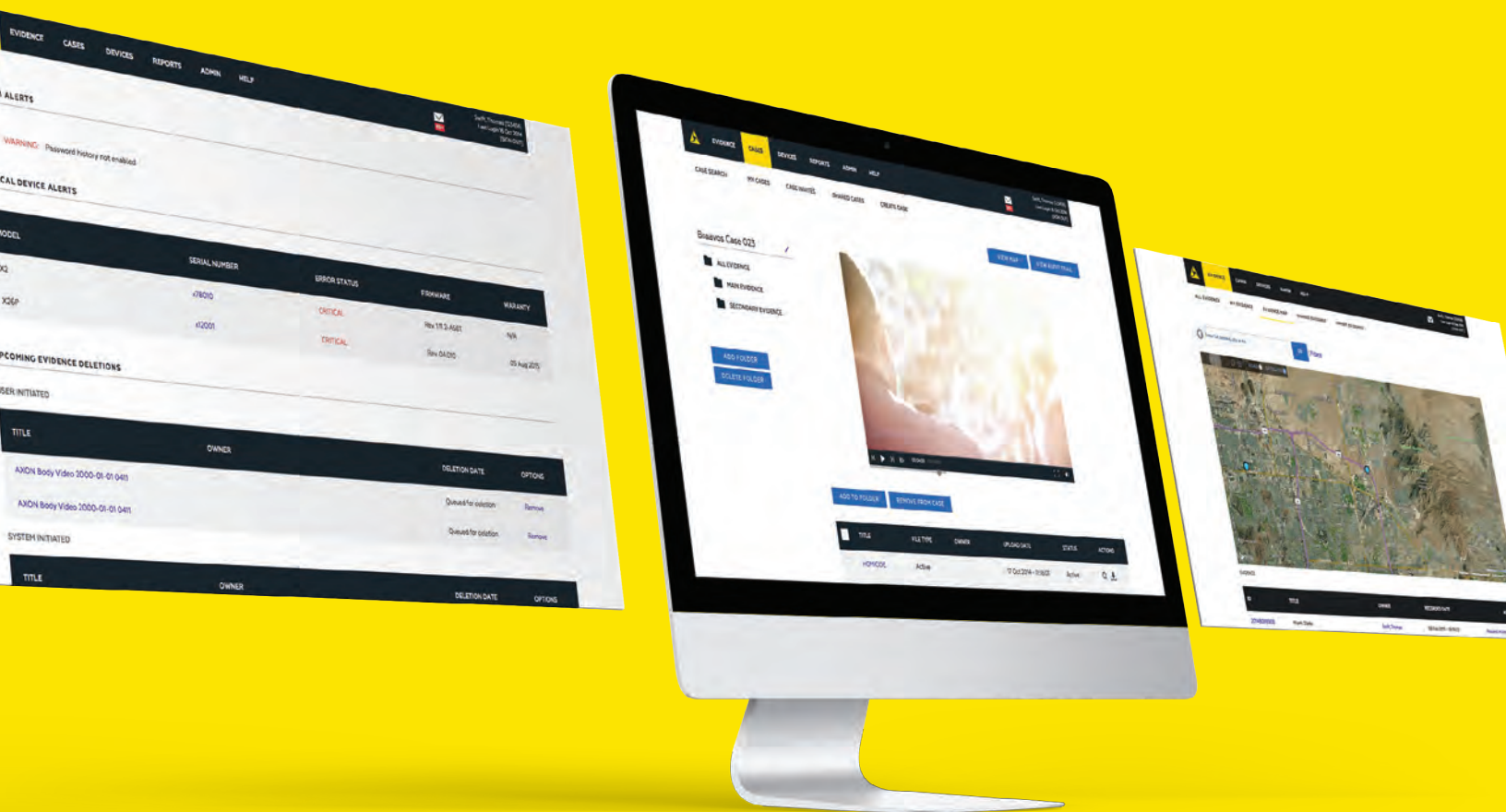
<sup>3</sup> CAT5E cables must be used with the core.

<sup>4</sup> LAN is used for configuring the core. The LAN cannot be used to route network traffic.

<sup>5</sup> Subscription required.

<sup>6</sup> Dimensions and weights are for reference only.





## MANAGE ALL OF YOUR DIGITAL EVIDENCE FROM CAPTURE TO COURTROOM

Evidence.com is a scalable, cloud-based system that consolidates all of your digital files, making them easy to manage, access and share while maintaining security and chain of custody.

### UNIFY YOUR DIGITAL ASSETS

Eliminate data silos and manage all types of digital media from capture to courtroom, all with one secure system.

### FASTER WORKFLOWS

Achieve the fastest speed of evidence processing through automation. Save time and money with industry-leading redaction technologies and secure digital sharing tools.

### SCALABLE TECHNOLOGY

Enable deployments of any size with active directory integration, groups, reports, CAD/RMS Integration, automatic retention schedules and more.

### THE AXON ADVANTAGE

Start immediately with no hardware to set up. Choose between plans with fixed or unlimited storage, and adjust instantly if needed. Stay up to date with free, automatic updates every month.

800-978-2737 [axon.io/evidence](https://axon.io/evidence)

# EVIDENCE.COM FEATURES AND BENEFITS

**LOWEST TOTAL COST OF OWNERSHIP:**

Evidence.com eliminates the cost of an in-house data center and the time associated with manual processes.

**AVAILABILITY:** Hosted securely in the cloud, Evidence.com can be accessed anytime, anywhere.

**ONE-CLICK SEARCH:** Search by officer name, incident ID, location and other tags to find files quickly.

**CONFIGURABLE RETENTION:** Schedule automatic retention periods based on incident type or crime severity.

**CASE MANAGEMENT:** Quickly view and share all digital files related by case number.

**REDACTION SUITE:** Save time with automated redaction, bulk redaction, clips, markers, thumbnails and more.

**CAD/RMS INTEGRATION:** Automate Axon video tagging by pulling in the correct metadata from existing systems.

**PROSECUTOR WORKFLOW:** Connect digitally with the prosecutor using the most scalable sharing solution available.

**MOBILE INTEGRATION:** Store and manage files captured with mobile devices in the field.

**ANALYTICS AND AUDIT TOOLS:** Monitor system usage, from total videos uploaded to who has reviewed, shared and deleted files.

# EVIDENCE.COM SECURITY FEATURES

**CJIS-COMPLIANCE**

Evidence.com is fully CJIS compliant.

**AUDIT TRAIL AND CHAIN OF CUSTODY**

Data is tamper-proof and all access events are reported in a secure audit trail.

**CUSTOMIZABLE USER PERMISSIONS**

Administrators can determine what files can be viewed by users and groups of users.

**DATA ENCRYPTION**

All information is fully encrypted in transit and at rest.

For more information, visit [axon.io/security](https://axon.io/security).





# EVIDENCE.COM FOR PROSECUTORS

## MANAGING EVIDENCE FROM CAPTURE TO COURT

As body camera footage and other forms of digital evidence become more prevalent, law enforcement agencies are faced with an unprecedented amount of data. That's why we offer Evidence.com for Prosecutors, a free evidence management solution that streamlines your workflow, making it manageable to handle agencies' growing amounts of evidence without having to grow your staff.

### SHARE EVIDENCE WITH EASE

Evidence.com is easy to use. With a few clicks, you can add evidence to cases and share them with relevant parties, cutting a weeklong sharing process down to just minutes. Evidence.com also requires no ramp-up time to implement, and because of its instantly scalable, cloud-based system, increasing storage capacity is seamless.

### KNOW YOUR DATA IS SECURE

We employ industry-leading security practices that have earned us the trust of thousands of agencies on our platform. Data is encrypted, and all actions are recorded in an audit log to ensure chain of custody and authenticity. That way, evidence managed through Evidence.com is still admissible in court.

### DON'T BREAK YOUR BUDGET

We understand that attorneys don't always have the budgets that law enforcement agencies may have for new technology. Our standard plan lets you share cases, receive files from multiple agencies, upload digital data, instantly provide e-discovery, and more—for free. Plus, you won't have to hire additional staff to accommodate the influx of evidence. You can also redact footage, eliminating costs for external consultants.

### STANDARD FEATURES

- Receive shared cases and share evidence externally for discovery
- Upload any type of digital data
- Add evidence to cases
- Create video clips and markers
- Customize user roles and permissions
- Set automated deletion schedules
- Bulk reassign, edit, and share

### WANT TO LEARN MORE?

Contact us to hear about your options and to start your trial.

# EVIDENCE.COM PROSECUTOR LICENSES

PLAN	STANDARD	PRO
PRICE PER USER	FREE	\$39/Month
STORAGE OF SHARED EVIDENCE	Unlimited	Unlimited
ADDITIONAL STORAGE PER MONTH	6.25¢/GB/Month	6.25¢/GB/Month
Receive Shared Cases	✓	✓
Share Evidence Externally for Discovery	✓	✓
Upload Any Type of Digital Data	✓	✓
Add Evidence to Cases	✓	✓
Create Video Clips and Markers	✓	✓
Customize User Roles and Permissions	✓	✓
Automated Deletion Schedules	✓	✓
Bulk Reassign, Share, Edit	✓	✓
Redact Videos		✓
Generate Agency Usage Reports		✓
Export Search Results to CSV		✓
Create Organizational Groups		✓
Single Sign-On		✓



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## EVIDENCE Sync

- ▶ **Desktop Evidence Control** - Allows management of digital evidence and TASER® products from any computer with an internet connection, including an MDT.
- ▶ **Any File, Any Source** - Upload any audio, video, photo or other files currently on CDs, memory cards, servers or a hard drive to EVIDENCE.com.
- ▶ **Handsfree Transfer** - Select the data to upload to EVIDENCE.com, then log out and walk away while the app keeps working.

The newest version of EVIDENCE Sync makes your workflows easier and saves you time. Use Sync to preview, annotate and upload digital evidence from any source to EVIDENCE.com, plus manage your agency's TASER products and update firmware. And as always, your data is secure and easy to access at any point.

**EVIDENCE.COM**

▶ scan this QR code to learn more





# TASER



## FEATURES & BENEFITS



### Upload Any Digital Evidence

Upload any format and size of photo, video or audio recording.



### Manage TASER Products

Collect evidence, change settings, assign, and update firmware for your CEWs or AXON® cameras.



### Add Metadata

Tag evidence with Title, Event ID, and Category, and assign evidence at upload.



### Schedule Uploads

Select a folder or file on your hard drive or network to upload at set times.



### Upload from Servers

Upload interview room or dash-cam videos from shared drives.



### Upload from Camera, CD, or SD Card

Upload crime scene photos from any source.



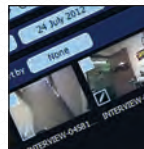
### Upload from the Field

Run the app from your MDT and access from the field.



### Walk Away During Uploads

Log out while uploads keep going in the background.



### View Files in a Gallery

Quickly manage photos and videos using thumbnails.



### Search Easily

Find any file and search by title, date, keyword or other fields.

## EVIDENCE.COM

► scan this QR code to learn more



✉ [Help@EVIDENCE.com](mailto:Help@EVIDENCE.com)

☎ 1.877.270.0553

📍 Scottsdale, Arizona, U.S.A.





# NEVER MISS A CRITICAL INCIDENT

## RECORD WITHOUT LIFTING A FINGER

Connect Devices | Improve Officer Safety | Eliminate Human Error

Critical event recording has become a major part of an officer's duties. With manual body camera activation, officers must remember to turn on their cameras at every incident. Oftentimes stress, adrenaline, and split-second time frames prevent this from happening consistently. Now, with Axon Signal, common triggers inside and outside of the squad car can automatically activate Axon cameras to capture vital footage that otherwise would be lost.

## AXON SIGNAL FEATURES & BENEFITS

**FLEXIBILITY:** Axon Signal can be tailored to activate cameras based on various triggers such as light bar, crash, door and more.

**CONNECTED PLATFORM:** Integrates Axon cameras with TASER Smart Weapons and your vehicle.

**30-FOOT RANGE:** Activates all Axon cameras within a set radius to capture the most critical events.

**SECURE COMMUNICATION:** A secure wireless connection protects your devices during use.

Axon Signal Vehicle Unit SKU: 70112

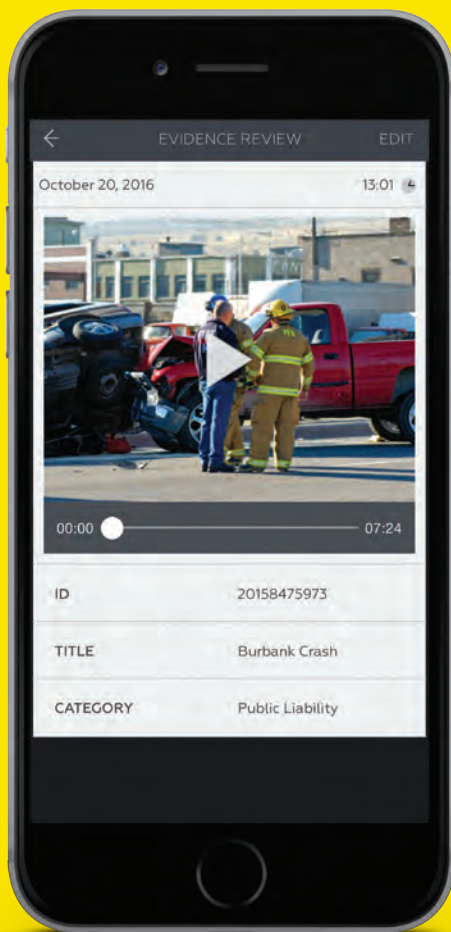
800-978-2737 [axon.io/signal](https://axon.io/signal)

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MPC0234 REV C



# INSTANT VIDEO PLAYBACK IN THE FIELD



AXON VIEW

See what your camera sees

## TURN ROUTINE VIDEO INTO VALUABLE EVIDENCE

Live Feed | GPS Tagging | Metadata Input

Axon View is a mobile application that wirelessly connects with your Axon camera to provide instant playback of unfolding events in the field. Axon View automatically maps video with GPS data and allows real-time tagging of metadata, such as Case ID and Category, from your phone. Before you set foot in the station, your video is automatically filed into the correct case report and retention schedule.

800-978-2737 [axon.io/view](http://axon.io/view)

# AXON VIEW FEATURES & BENEFITS

**INSTANT REPLAY:** Prevent frivolous disputes over recorded events

**MOBILE TAGGING:** Input data on the scene for easy searching and accurate retention

**GPS:** Map video evidence automatically

**LIVE STREAMING:** Achieve optimal camera placement

**SECURE STORAGE:** Information is viewed but not stored on the mobile device



APP AVAILABLE FOR  
APPLE AND ANDROID

# AXON VIEW SPECIFICATIONS

## **IOS:**

Requires iOS 6.1 or later. Compatible with iPhone, iPad, and iPod touch.

This application is optimized for iPhone 5.

Size: 5.9 MB

Language: English

## **ANDROID:**

Requires Android 2.3.3 and up

Size: 6.4 MB

Language: English

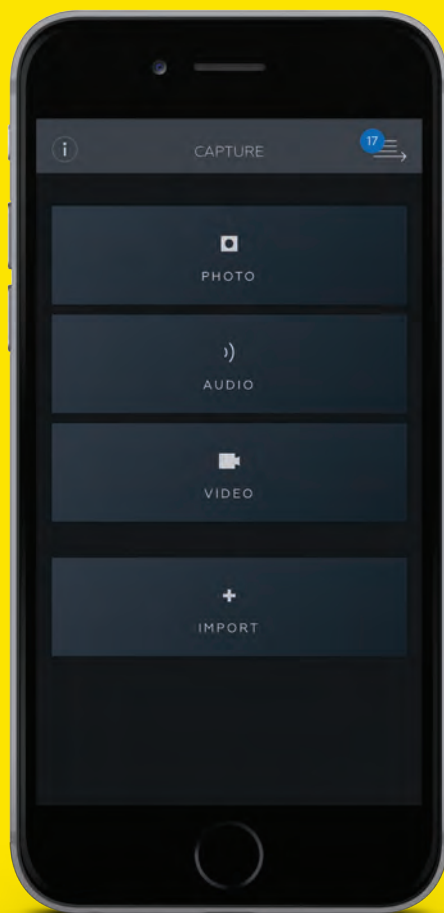
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# COLLECT EVIDENCE AND UPLOAD FROM THE FIELD



## AXON CAPTURE

No more wires and SD cards

### **CARRY LESS. CAPTURE MORE.**

Digital Photos | Audio Recordings | Cell Phone Videos

Axon Capture is a mobile application built specifically for law enforcement that allows officers to capture digital evidence right from the field. The application eliminates the need to carry multiple devices for photo, video and audio recording. Instead, it uses the capabilities of the smartphone already in your pocket and adds the security and organization needed to protect truth. You can add tags, titles or GPS coordinates to any recording before uploading the data to Evidence.com, without leaving anything on your phone.

800-978-2737 AXON.IO/CAPTURE



# AXON CAPTURE FEATURES & BENEFITS

**SIMPLIFIED WORKFLOW:** Leverages smartphone features for data capture

**GPS:** Automatically tags photos and videos with location data

**CONNECTED PLATFORM:** Integration with Evidence.com is seamless

**MOBILE TAGGING:** Directly add metadata from the scene



APP AVAILABLE FOR  
APPLE AND ANDROID

# AXON CAPTURE SPECIFICATIONS

## COMPATIBILITY

Android: Compatible with Android Devices Version 2.3 and above

iOS: Compatible with Apple iOS 6.0 and above on iPhone, iPad, and iPod touch

## UPLOAD METHOD

Upload data via any 3G or 4G data connection, or via a Wifi connection

## ACCESS

Users must log in to their active Evidence.com account to use the application

## STORAGE

The application will only upload data to Evidence.com secured storage

## LANGUAGE

Available in English and Spanish

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# AUTOMATICALLY TAG VIDEOS WITH THE CORRECT DATA

CAD/RMS Integration takes information from your Computer-Aided Dispatch and Records Management System and ties it to your videos on Evidence.com. Agencies use it to:

## **IMPROVE ACCURACY**

- Adds Incident ID, Category, Location and other tags to videos automatically
- Avoids the misspellings and incomplete information of manual entry
- Makes it easier to search and retrieve Axon videos later

## **SAVE TIME**

- Frees officers from manual video tagging
- Requires minimal involvement from agency IT staff
- No need to involve CAD or RMS providers

## **REDUCE COST**

- Saves up to \$200 per officer per month in productivity costs
- Per-user pricing scales with the number of officers uploading
- Can be added to existing Evidence.com contracts anytime

# FAQs ABOUT CAD/RMS INTEGRATION

## **Q: WHAT IS EVIDENCE.COM CAD/RMS INTEGRATION?**

A: We take information exported from the agency's Computer Aided Dispatch and/or Records Management System and correlate it with videos on Evidence.com, allowing us to automatically tag Axon videos with the correct Incident ID, Category, Location and other information.

## **Q: WHY IS CAD/RMS INTEGRATION VALUABLE?**

A: Video evidence can be invaluable—as long as it's easily logged and found. We've observed that when busy officers manually tag videos with metadata, many videos are tagged with the incorrect information or aren't even tagged. CAD/RMS Integration automates the process, taking human error out of the equation to ensure that you have complete, correct information.

## **Q: HOW MUCH TIME DOES IT TAKE TO MANUALLY TAG VIDEOS?**

A: Manually tagging a video takes up to 3 minutes of an officer's time. If officers record 5 videos per shift and work 16 shifts per month, that means each officer spends 4 hours per month entering metadata. Some agencies estimate that an automated process could help reduce productivity costs by \$200 each month for every officer. That's on top of the efficiency gains from implementing Axon cameras and Evidence.com in the first place.

## **Q: HOW DOES IT WORK?**

A: We can integrate with any CAD or RMS system, without involving your system's vendor in the process.

For your agency there are only 2 steps:

1. Generate a regularly scheduled export (CSV file) of your CAD or RMS database with the relevant information.
2. Install a secure application behind your firewall to encrypt the exported file and send it to Evidence.com, where customized software automatically ties the correct metadata to the appropriate videos.

When officers next log in, their videos will all be automatically tagged with the correct data. When supervisors search for videos, they can be confident that their results are comprehensive. Generally a CAD/RMS Integration takes only 4–8 weeks to implement, although this depends on coordination with the agency's IT department.

## **Q: HOW MUCH DOES IT COST?**

A: CAD/RMS Integration uses a license model, which includes a per-user monthly fee. The total cost for an agency will vary based on the number of users uploading Axon videos. Your TASER Sales Representative can provide you with an accurate quote and notify you of any current promotions. You can add CAD/RMS Integration to your current Evidence.com contract at any time.

## **Q: HOW DO I GET STARTED OR LEARN MORE?**

A: If you are interested in an Evidence.com CAD/RMS Integration for your agency, or just want to learn more, please contact your TASER Sales Representative or visit [axon.io/cad-rms](http://axon.io/cad-rms).



## AXON PROFESSIONAL SERVICES:

	STARTER PACKAGE \$2,500	FULL-SERVICE PACKAGE \$15,000
COVERAGE	No unit limit	No unit limit
SESSION DURATION	1 Day	Up to 4 Days
<b>ADMIN TRAINING / DELIVERY</b>		
Evidence.com Configuration	Virtual	On-site
Axon Dock Configuration	Virtual	On-site
Axon Device Configuration	Virtual	On-site
System Admin, Armorer, Records Training	On-site	On-site
<b>USER TRAINING &amp; ACCOUNT MANAGEMENT</b>		
End User Go-Live Training	On-site* (One session)	On-site (Two days, up to six sessions)*
On-site Train-the-Trainer	—	Yes
Dedicated Project Manager	—	Yes
Weekly Project Planning Call	—	Yes
Customized Project Plan	—	Yes

\*Additional training days offered at \$2,000 per day.

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# **MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**Midland Police Dept. - TX**

CITY Agreement Number:

## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and Midland Police Dept. - TX, (**Agency, Party** or collectively **Parties**) having its principal place of business at 601 N. Loraine St., Midland, TX, 79701, is entered into as of October, 17, 2016 (**the Effective Date**).

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

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

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

2 **Definitions.**

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

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

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

**"Evidence.com Service"** means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

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

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

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

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the



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

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

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

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

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
  - 7.1 **Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.
  - 7.2 **Warranty Limitations.**
    - 7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss,

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

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

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

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

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

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

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

**8 Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

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

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

**11 Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers,



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

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

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

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

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

**15 Termination.**

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

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

**15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges

incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

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

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

## **16 General.**

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

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

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

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

**16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights

in any individual or entity that is not a party to this Agreement.

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

TASER: TASER International, Inc.  
ATTN: Contracts

AGENCY:

17800 N. 85th Street  
Scottsdale, Arizona 85255  
contracts@taser.com

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

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

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

**TASER International, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 17800 N. 85th Street Scottsdale, AZ 85255

**Midland Police Dept. - TX**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 601 N. Lorraine St., Midland, TX, 79701

Attn: Contracts

Email: [contracts@taser.com](mailto:contracts@taser.com)

## Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if

any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
  - 8.1. The Termination provisions of the Master Service Agreement apply;
  - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense

the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).