# **SOLICITATION 766-11825**

# INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE MANAGEMENT SYSTEM FOR THE FORT LAUDERDALE POLICE DEPARTMENT

# **TECHNICAL PROPOSAL**

Submitted by:

TASER International, Inc.





17800 North 85<sup>th</sup> Street Scottsdale, AZ 85255 800.978.2737 October 28, 2016 October 26, 2016

Adam Makarevich
Procurement Specialist II
City of Fort Lauderdale, Procurement Services Division
100 North Andrews Avenue
City Hall, Room 619
Fort Lauderdale, Florida, 33301

Dear Mr. Makarevich:

In response to the City's Request for Quote (RFQ), TASER International, Inc. ("TASER") is enclosing information to assist the Fort Lauderdale Police Department ("FLPD") with researching body-worn cameras and an evidence storage and retrieval system.

The attached proposal provides evidence of the suitability of Axon body-worn cameras for the FLPD and a framework for potential implementation. TASER's future-oriented technologies will help your officers focus on policing; from capture to courtroom, the Axon platform lets you follow the progress of a case, organize your data, and share your records.

The TASER team has worked diligently for years in 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. TASER is a proven vendor with industry leading experience and operations that have been deployed at scale. More than 5,000 agencies, 100,000 users and 35 Major Cities are deployed on Axon and Evidence.com.

TASER's innovative Axon law enforcement technologies provide protection for officers while improving accountability, and enhancing transparency. Evidence.com turns what was once an overwhelming amount of information into a searchable database. In addition to automatically ingesting videos generated from Axon cameras, in-car videos, digital photos, audio recordings, PDF files, etc. can all be managed in Evidence.com. The platform features robust searching, categorization





and retention capabilities, redaction tools, and simple, secure methods of sharing evidence with partner agencies, Prosecutors and District Attorneys.

In additional to the following features, the Axon and Evidence.com ecosystem provide seamless management of digital evidence.

- Streamlined Workflow From capture to courtroom, securely share and track digital evidence across public safety stakeholders
- **Field-Ready Smart Devices** Use Bluetooth and Wi-Fi to better track, manage, and enable body-worn cameras and in-car video
- Centralized Management Keep all your data in one place with our centralized and scalable cloud-based system
- Audited And Verified Record every interaction with any piece of digital evidence
- Secure Data Trust our industry-leading people, practices, and products that comply with security standards like CJIS and ISO 27001

If you have any questions regarding the information enclosed, please contact the following TASER personnel.

Julia Leibelshon, Sr. Proposal Manager	Andrew Grayson, Axon National Director
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TASER.com, Axon.io	TASER.com, Axon.io

We look forward to the next stage of the process and thank you for your consideration of TASER's responses.

Sincerely,

Joshua Isner

**Executive Vice President, Global Sales** 





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# **EXECUTIVE SUMMARY**

After reading the RFQ, we interpreted that your primary objectives are to obtain a turn-key solution including reliable point-of-view body-worn cameras, a digital evidence management system complete with accessories and ancillary components.

The Axon and Evidence.com suite is end-to-end and will offer management of your evidence from Capture-to-Courtroom. Every product – from our Smart Weapons, to our body-worn cameras, to our digital evidence management system – integrates seamlessly with the other products and often complements the systems and processes you already use.

Footage is uploaded automatically while the camera charges and data can be quickly shared by sending a link. The platform lets you follow the progress of a case, organize your data, and share your records. FLPD will save hours on manual processes; and because TASER's digital evidence management system is cloud-based, FLPD can adopt video technology immediately without building a new infrastructure.

TASER is committed to providing a comprehensive, end-to-end solution for capturing, transmitting, managing and storing video that will surpass the FLPD's expectations and protect its officers, department and City for years to come. TASER's proposal provides evidence of the suitability of its Axon body-worn cameras for the FLPD and a framework for its potential implementation.

# THE #1 ON-OFFICER VIDEO PLATFORM

# **AXON CAMERAS ARE BUILT FOR LAW ENFORCEMENT**

TASER has a proven track record of successfully implementing and supporting body-worn video programs for agencies of all sizes. TASER's ability to instantly scale its offerings to agencies of any size, along with its unparalleled implementation and post-sale support services, explain why 95% of the major U.S. agencies deploying body camera programs have chosen TASER's Axon cameras and evidence management suite. TASER is uniquely suited to meet the end-to-end requirements of the FLPD, today and as the agency's needs evolve.





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The Axon system represents an ultra-durable, body-worn camera system designed to balance simplicity and performance through the following features:

- PRE-EVENT BUFFER The timing of incidents is unpredictable. With a pre-event buffer feature, officers will not miss a critical moment if the camera has not yet been activated at its outset. Officers can capture the entire story including build up, not just the incident itself.
- DURABLE DESIGN Officer equipment must hold up in the heat of the moment and the cold of winter. TASER cameras can withstand extreme conditions and the toughest days.
- **SIMPLE DOCK-AND-WALK** At the end of officers' shifts, our technology goes to work, automatically uploading digital evidence to the cloud. Axon devices also simultaneously recharge in the dock to ensure they are ready for the next shift.
- MOBILE APPS Axon cameras come with a mobile application that allows officers to stream, tag, and replay videos in the field for easy searchability later.
- RETINA LOW-LIGHT Most incidents do not occur in broad daylight. With TASER low-light technology, the camera automatically adjusts to changes in lighting, functioning like the human eye.
- A COMPLETE VIEW Axon Flex features point-of-view mounts that give an
  officer's perspective. Axon Body features a wide-angle lens to capture more of
  what you see. With either choice, you'll see it all.

# **DIGITAL EVIDENCE MANAGEMENT**

# EVIDENCE.COM: THE BEST WAY TO HANDLE DIGITAL EVIDENCE

Whether collecting, transferring, managing, retrieving or sharing evidence, Axon's "dock and walk" workflow improves the process and reduces the day-to-day burden on officers, saving timely and expensive man-hours. With the Axon Dock, videos from Axon cameras are automatically and securely transferred to Evidence.com, TASER's cloud-based storage solution, during routine charging. TASER also provides features enabling the FLPD to easily and securely connect with its partners, from city officials, to neighboring agencies, to the City's prosecutor offices.

High quality, accessible information helps agencies save valuable time and resources, allowing greater focus on the agency's most important priorities. TASER provides the following features and functionality to achieve this goal:

- LARGE AGENCY SUPPORT Manage large deployments with Active Directory integration, operational group permissions and enterprise-level reporting.
- **SECURITY -** Protect the evidentiary value of agency data with CJIS-compliant storage, encryption, multi-factor authentication and real-time threat detection.





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- AUDIT TRAILS Prove chain of custody of evidence and review actions taken by users across Evidence.com.
- INTEGRATIONS -Increase user compliance, saving time and expenses with features such as automatic metadata tagging and automated retention schedules based on the FLPD's CAD/RMS.
- ASSISTED REDACTION Streamline FOIA requests by automating the video redaction process.
- **FILE SUPPORT -** Manage multiple digital evidence formats, including body-worn video, in-car video, interview room video, CCTV, photographs, audio, documents, and more in one place.
- PROSECUTOR EDITION Share evidence seamlessly using the industry's only scalable solution for prosecutors.

# **Background**

TASER's mission is simple: **protect life and protect truth**. TASER provides bodyworn 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 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 incorporated on January 5, 2001 in Delaware as TASER International, Inc. In May 2001, TASER became publicly traded on the NASDAQ stock exchange (TASR).

As a business unit of TASER, Axon builds on a history of innovation in policing. Axon creates connected technologies for truth in public safety, 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.

# **Main Office and Service Locations**

TASER's corporate headquarters and manufacturing facility are located in Scottsdale, Arizona with an additional state-of-the-art office in Seattle, Washington. Professional Services staff are based out of various locations across the United States and travel as necessary.





The FLPD will be serviced from the following TASER locations:

**TASER Headquarters** 17800 N. 85<sup>th</sup> Street Scottsdale, AZ, 85255 TASER.com

**TASER Axon Washington** 1100 Olive Way, Suite 1300 Seattle WA 98101 Axon.io

# Officers and Principals / Key Staff

TASER's project team is comprised of individuals with experience in law enforcement and in supporting our law enforcement partners worldwide. Our most experienced and skilled personnel will be involved in the implementation, development, deployment, management, and support of the FLPD's body-worn camera and digital evidence management program. With more than 154,000 cameras in the field, TASER has the experience to evaluate the FLPD's unique situation and deploy personnel as necessary. The FLPD will have access to TASER's personnel throughout the life of the project to ensure that the FLPD's deployment is completed successfully and on time.

The following TASER personnel may be involved in some part of the demonstrations, pilot, implementation, set up, follow up and support of your Axon and Evidence.com program. All of these individuals, and others, work together to be an unbeatable team when it comes to the implementation of Axon cameras and Evidence.com including the day to day service and support expected by the FLPD.

# **TASER Regional Support Management Team**

The Regional Support Management team's primary purpose is to ensure good standing health for the FLPD's Axon and Evidence.com program, and providing the necessary resources needed to make sure agencies are set up for success. The Regional Support team members accomplish their mission utilizing consistent communication and can be reached 24 hours a day, 7 days a week.

TASER's Regional Support Managers act as primary points of support for customers to ensure positive and successful engagement with their Axon & Evidence.com deployment. As an expert on all Axon products & services, your Regional Support Manager will uncover and maintain an understanding of your goals, pain points, and drivers to improve your agency's customer experience. As updates and features are released, your Regional Support Manager will troubleshoot all changes to ensure a successful experience for customers.





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The following TASER personnel will be available to lead the implementation, set-up, follow-up and support of your Axon and Evidence.com program for Phase II - Pilot Program (Deployment).

# Chris Baker, Sr. Regional Support Manager

Chris is the Sr. Regional Support Manager and supplemental point of contact within TASER headquarters. In addition to managing the Regional Support team, his 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. Chris has been with TASER since January 2013 and is also the Regional Support Manager for the Southeastern US, including Florida, Georgia, North Carolina and Alabama. He is based out of TASER HQ in Scottsdale, AZ.

# **Pre-Sales System Engineers**

TASER's Pre-Sales System Engineers are subject matter experts in the area of Software as a Service (SaaS), embedded systems, and networking, leveraging TASER International's Evidence.com and Axon body-worn camera systems. As members of the TASER sales team, the Sales Engineers support the campaign to provide onofficer evidence capture devices and SaaS solutions to more than 15,000 police departments in the United States and abroad.

# **Uriel Halioua, Senior Pre-Sales System Engineer**

Uri is a Subject Matter Expert ("SME") on body-worn video, digital evidence capture devices, and TASER's Axon body-worn video cameras as well as Evidence.com and other forms of digital evidence management. He conducts customer site assessments, including network, electrical, and physical assessments. He also provides pre-sales engineering support to both the domestic and international sales teams.





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# **TASER Professional Services Team**

In the past 12 months, TASER's experienced Professional Services Team has completed over 211 deployments and has conducted 830 trials and evaluations.

The following TASER Professional Services personnel will be available to lead the implementation, set-up, follow-up and support of your Axon and Evidence.com program for **Phase III – Additional Purchase (Anticipated Full Deployments).** 

# **Charles Foster, Lead Manager, Technical Services**

Charles first started at TASER International in March 2004 in the IT Department and advanced to National Field Services Manager until he left the company in 2009. During his previous tenure with TASER, Charles was involved in implementing countless CEW programs both domestically and internationally as well as assisting in creating and teaching the Technical Services and Investigations Course formerly known as the Armorer's Course. He holds a Bachelor of Science in Network and Communications Management from DeVry University, has been in the Military since 2010, and is currently a First Lieutenant in the United States Army Reserve. Charles is based out of TASER headquarters in Scottsdale, AZ.





# CHRISTOPHER BAKER

480-463-2130 · cbaker@taser.com

### PROFESSIONAL EXPERIENCE

### **TASER International**

Senior Regional Support Manager

September 2016-Present

- Manage team of Regional Support Managers (RSM) to ensure world class training and support on the Axon video system and Evidence.com
- Implement processes and procedures for RSM team to accomplish team and company objectives
- Manage the success of trial Evidence.com programs at police departments and sheriff offices in the Southeast Region.

# Regional Support Manager

January 2013-September 2016

- Direct the implementation of AXON video system and EVIDENCE.com digital evidence maintenance software program in over 175 police departments and sheriff's offices in 22 states.
- Report status and condition of current customers directly to company executives.
- Gather feedback from law enforcement officers from across the country and work directly with product developers to improve existing products.

### **Phoenix Suns**

Game Night Basketball Communications Staff

October 2009 - April 2014

- Train new Game Night Communication Staff members.
- Record and transcribe interviews with players and coaches.
- Collect and compile team statistics.
- Create and distribute statistical information packets that are distributed to all 30 teams along with local and national media.
- Direct interaction with Suns and visiting players as well as local, visiting, and national media.

### **Phoenix Mercury**

**Basketball Communications Assistant** 

March 2010 - April 2012

- Managed and directed the Game Night Communications Staff as well as the Al McCoy Media Center and press room during over 50 Phoenix Mercury games.
- Trained new Game Night Staff members.
- Created and edited team Media Guide and team Postseason Guide.
- Analyzed statistics to determine trends and tendencies as well as updated, tracked, and distributed team statistics and trends.
- Facilitated press conferences between home and visiting teams with ESPN.

### INTERNSHIP EXPERIENCE

# Wealth Management Intern,

Merrill Lynch, Mesa, AZ

Summer 2012

- Researched over 100 different companies, bonds, and mutual funds for company information, levels
  of potential risk, historical returns, and related current events to determine potential new
  investment opportunities and reported assessment and possible strategies to a Merrill Lynch Vice
  President.
- Participated in daily brainstorming exercises to think of creative ways to fix everyday problems and create new business solutions.

### **VOLUNTEER WORK**

### Hospice of the Valley; Patient Volunteer

March 2012 - Present

**Graduation: December 2012** 

• Visit and provide emotional and physical aid to terminally ill patients on a weekly basis.

# **EDUCATION**

### **Bachelor of Science; Finance**

W. P. Carey School of Business at Arizona State University, Tempe, Arizona Dean's List

**GPA 3.71** 

# **Uriel Halioua**

602-820-5408 uri@taser.com

# Experience —

# **Pre-Sales Systems Engineer**

TASER International - August 2009, Present

I travel across the nation and internationally providing pre-sales support to TASER International's sales team. My role is to provide product presentations, answering technical Q&As, assessing customer capabilities and needs, and making customers fall in love with the cloud.

- Subject Matter Expert (SME) pertaining to EVIDENCE.COM and other forms of digital evidence management.
- Subject Matter Expert (SME) on on-body video, digital evidence capture devices, and TASER's AXON Flex On-Officer video capture device.
- Evangelizes EVIDENCE.COM and TASER video capture solutions.
- Evangelizes Cloud Computing and Software As A Service (SAAS) to the Law Enforcement, Federal, and Military Markets.
- Supporting TASER's Weapons and Video Evidence Sales teams in pre-assessment and closure of business opportunities.
- ▶ Engaging with technology decision makers (Chiefs of Police, Command staff, Sheriffs, Directors of IT) through technical sales presentations, solution demonstrations, technical workshops, competitive displacement, and exploratory discussions.
- Assisting in RFP/RFI responses.
- Development of custom Video Evidence solutions that do not exist within present product offering to customer's requirements and objectives.
- Documented customer feature requests and issues, providing feedback to sales and product management.
- Presenting TASER's technical & business value proposition at industry events.
- Transfer of industry, technical, and product knowledge to customers and colleagues.
- Proactive planning to prevent post sales issues that shorten time to revenue.
- Close interaction with product and project management to ensure development coincides with the growing needs of the customer.
- Conducting customer site assessments. This includes network, electrical, and physical assessments.
- ▶ Sole sales engineer providing pre-sales support to entire domestic and international sales teams.

### System Deployment Engineer

BroadSoft - January 2008, June 2009

- Ensure the successful installation, integration, and deployment of our products in customer environments while maintaining quality and superior customer satisfaction.
- Provide technical training and product overview.
- Execute an Acceptance Test Plan with a customer representative.
- Correspond with sales engineering and product management during the installation phase.
- Identify design issues, create problem reports, and follow up with customer for resolution.
- ▶ Coordinate and execute customer upgrades.

### **Network Operations**

Primus Telecommunications - January 2004, December 2007

NOC Monkey

# **Network Operations Specialist**

Sprint - January 2000, January 2003

# **Tech Support**

RCN - January 1998, January 1998

### Charles W. Foster II

### (602)571-3432

### cfoster@taser.com

# **Career Objective**

Seeking a responsible position with a world class organization that will allow me to utilize my vast experience and training

### **Professional Profile**

- Provided subject matter expertise for customer and technical support to law enforcement agencies and Military for advanced TASER products. This included product maintenance, problem-solving, trouble-shooting, and implementing proactive procedures and systems
- Recognized and sought after expert in problem-solving and troubleshooting advanced technical products
- Initiated customer and technical support practices across technical and product areas
- · Planned, organized and implemented proactive procedures on advanced TASER systems
- Managed training and supervision of customer and technical support personnel
- Led 41 Military Police soldiers and 1 Combat Medic during combat operations in Kabul, Afghanistan

### **Professional Experience**

### TASER International, Scottsdale, AZ

09/2016 - Present

### Lead Manager, Technical Services

- Manage Professional Services Managers who perform on-site professional services including training, best practices and work flow creation
- Train, motivate, counsel and monitor the performance of all Professional Services Managers and consultant staff
- Manage all Professional Services Managers to ensure that customers are retained, satisfied and that their needs are fulfilled

# Professional Services Manager

08/2014 - 09/2016

- Contributes recommendations to strategic plans and reviews, prepares and completes business plans, implements best practices for all TASER CEW and AXON products
- Maintain contact with customers, visits operational environments, conducts training, benchmarks best practices, and analyzes information and applications
- Studies, evaluates and re-designs Professional Services programs related to TASER CEW and AXON products
- Provides a level three support resource and technical advice to resolve issues related to all TASER CEW and AXON products as well as diagnosing client network problems

# Appointment-plus, Scottsdale, AZ Major Account Manager

05/2012 - 8/2014

- Responsible for maintaining high level of major account retention by providing world class customer service
- Research and compile major account information and recommend standardization and functionality to client
- Coordinate with high level executives to facilitate account upgrades and grow Enterprise solutions
- Serve as liaison between major account clients and internal departments to include sales, client services, information technology and accounting
- Research, compile and reconcile critical major account information in order to maintain good standing with client base

# Employbridge, Inc., Phoenix, AZ Account Manager

03/2010 - 05/2012

- Secure new accounts and expand business in existing accounts
- · Prepare and present proposals to prospects and clients
- Develop and expand network of community contacts to maximize business development opportunities
- Cooperate with and engage support of operations staff to assure business is serviced successfully
- Meet and exceed monthly sales quotas
- · Demonstrate the company core values, operating principles and service differentiators
- Document and maintain accurate information in database

# TASER International Inc., Scottsdale, AZ National Field Services Manager

- · Oversaw the scheduling and training of all support personnel
- Directed field service personnel who performed on-site routine services including installation, maintenance and repair
- Trained, motivated, counseled and monitored the performance of all customer and technical support department staff
- Managed all support personnel to ensure that customers are retained, satisfied and that their needs are fulfilled
- Managed resources to achieve service goals and assigned work schedules to ensure quality and timely delivery of service
- Instructed TASER Technicians Course to Law Enforcement and Military agencies Worldwide
- Developed new prospects and interacted with existing customers to increase sales of products and/or services

# Military Experience

# United States Army Reserve

First Lieutenant (P), Company Commander

03/2016 - Present

### First Lieutenant, Platoon Leader

Fort Leonard Wood, MO

7/2010 - 3/2016

- Responsible for designing, executing and evaluating training exercises to ensure platoon can fulfill its mission
- Develop the management and leadership abilities of junior Non-Commissioned Officers
- Command, direct and lead military police units in both tactical and peacetime environments
- Prepare plans, policies and regulations pertaining to organization, training, operations and equipment of military police units and personnel for both combat and law enforcement operations
- Coordinated and implemented security parameters in collaboration with multiple foreign embassies, foreign militaries, governmental and non-governmental agencies located in Kabul, Afghanistan
- Liaison to base commander for a Forward Operating Base located in Kabul, Afghanistan for all base defense and force protection matters

# Education

# DeVry University, Phoenix, AZ B.S., Network and Communications Management U.S. Army Officer Candidate School, Fort Benning, GA U.S. Army Military Police Basic Officer Leaders Course, 02/2004 03/2011

# **EXPERIENCE AND QUALIFICATIONS**

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 devices. Today, we continue to define smarter policing with our growing suite of technology solutions, including Axon body-worn video cameras and Evidence.com, secure cloud-based digital evidence management.

- As of the date of our response, TASER has 591 employees.
  - o Engineering ~100
  - Manufacturing ~160
  - o Sales ~125
  - Operations/Supply Chain ~25
  - o Finance~20
  - o Marketing ~15
  - Product Management~20
  - o Customer Support ~ 20
  - Professional Services ~25
  - o Legal~15
  - o Administration~45
  - Quality Assurance ~25
  - Information Security ~15
- TASER's Dun and Bradstreet number is 832176382 and our Federal Tax ID is 86-0741227.

Our most experienced and skilled personnel will be involved in the implementation, development, deployment, management, and support of the FLPD's body-worn camera and digital evidence management program. Our team has the experience to evaluate the FLPD's unique situation and deploy personnel as necessary. The FLPD will have access to TASER's personnel throughout the life of the project to ensure that the FLPD's deployment is completed successfully and on time.

The amount of TASER Professional Services personnel deemed necessary once an implementation kickoff is conducted, will be available to lead the implementation, set-up, follow-up and support of your Axon and Evidence.com program within the City's timeline.





# Qualifications

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.

With TASER, FLPD 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 and on-going maintenance, electrical power and 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.

Our ability to instantly scale its offerings to agencies of any size, along with our unparalleled implementation and post-sale support services, explain why 95% of the major U.S. agencies deploying body camera programs chose TASER's Axon cameras and evidence management suite. TASER is uniquely suited to meet the end-to-end requirements of the FLPD, today and as the agency's needs evolve.

We believe that the video evidence capture and management market will continue to expand due to several factors including increasing recognition of the benefits of video evidence. Given our existing long-term relationships with law enforcement agencies as well as our industry-leading video products, we believe we are well positioned to benefit from this growth. Our products can significantly reduce liability risk for individual police officers and for law enforcement agencies by capturing the 'truth' of what actually happened in an incident, saving law enforcement agencies significant resources.





Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

In addition, our video products work on a stand-alone basis, or seamlessly integrated together, to automate key workflows, including the ingestion of videos recorded into our system and integration with other systems, and thus improves officer efficiency by reducing report documentation workload while increasing accuracy and accountability.

**TASER and the technology we produce has a proven track record**. For over 23 years, we have focused on law enforcement technology and – as the jobs of law enforcement officers evolve – so does our technology. When you partner with TASER, you join a network of agencies across the country working to improve law enforcement technology today and tomorrow.

Our hardware is reliable and designed to balance simplicity with performance. Although battery life is just one specification of a body worn camera, it is crucially important that cameras last for the officer's entire shift. Axon cameras have industry-leading battery life and are designed to last for an officer's full shift.

**TASER's cost structure eliminates surprises and offers budget certainty**. In this proposal, we have provided plans that are transparent and offer a fixed cost program to accommodate for the growing need for critical evidence storage.

**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.

# **Sustainable Business Practices**

We take every action to minimize its impact to the environment. TASER recognizes and is fully compliant with all local, state, federal and foreign government requirements including, but not limited to, U.S. EPA and O.S.H.A. standards. TASER operates in compliance with ISO 14001, but is not currently certified.

# **Waste Minimization Program**

TASER is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors.





The objective of TASER's Waste Minimization Program is to reduce the quantity of non-hazardous solid waste produced, recycle materials and reuse materials.

We substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are:

- Substituting alcohol-based glue accelerator for aliphatic petroleum-based
- Replacing the gluing system with a less hazardous two-component epoxy

TASER engages in the following practices to reduce the impact on the environment.

# **Use of Recycled Materials**

- Use of corrugated materials that exceeds the required minimum of 35% postconsumer recycled content
- Use of other packaging materials that contain recycled content and are recyclable in most local programs
- Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering
- Packaging take-back services, or shipping carton return
- Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

Corrugated material boxes are used that have post-consumer recycled content. Percentage is being confirmed. To minimize packaging waste on larger orders, 'bulk packaging' was created for cartridges, CEW's, and Axon products. The protective foam is recyclable once the glue is removed, and the outer boxes, both printed and corrugated are all recyclable. Chipboard boxes are from virgin materials, there's no post-consumer content in these. TASER has invested in re-usable material handling systems, much of which is also recyclable.

# **Environmentally Conscious Business and Manufacturing Practices**

5-10% of the plastics used in manufacturing our products are made of recycled materials. TASER engages in the following practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to,:

- Recycled materials in the warehouse and other operations
- Corrugated boxes are broken down and processed for recycling
- TASER Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment





# **Largest Installations**

# **Los Angeles Police Department**

In 2015 TASER was awarded the contract for LAPD's deployment of 800 Axon Body Worn Cameras. This contract included technical services to assist LAPD's Tactical Technology Unit to ensure the deployment of 800 Axon Body Worn cameras without any adverse impact on the Police Department's IP networks. Also, as part of the contract, TASER Professional Services assisted the training of the 800 officers in a manner that ensured quick turn around and use of the cameras in the field. The success of this roll-out contributed to TASER being awarded the contract for LAPD's 8,000 unit contact in 2016.

# **San Diego Police Department**

In 2015 TASER was awarded the contract for SDPD's deployment of Axon Body Worn Cameras. This contract included technical services to assist SDPD's IT and Telecommunication teams to ensure the deployment of 1000 Axon Body Worn cameras without any adverse impact on the Police Department's or City's IP networks. Also, as part of the contract, TASER Professional Services assisted the training of the 1000 officers in a manner that ensured quick turn around and use of the cameras in the field. Deployment of the 1000 cameras was performed in three phases of 300 cameras for phase 1, 300 for phase 2, and 400 for phase 3. Each deployment phase corresponded to the deployment of three substations. Due to the success of the first phase, the second and third phases were expedited to ensure a complete roll-out.

# **Fort Worth Police Department**

In 2013 TASER was awarded the contract for Fort Worth PD's initial deployment Axon Body Worn Cameras and Evidence.com VMS with storage. Training of the officers was conducted by TASER staff and Fort Worth's training division to ensure and optimal training experience for the officers. The success of this roll-out contributed to TASER being awarded the contract for FWPD's 400 unit contact in 2014. At this time, Fort Worth Police Department has 600+ cameras.





# **EXPERIENCE AND QUALIFICATIONS**

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 devices. Today, we continue to define smarter policing with our growing suite of technology solutions, including Axon body-worn video cameras and Evidence.com, secure cloud-based digital evidence management.

- As of the date of our response, TASER has 591 employees.
  - o Engineering ~100
  - Manufacturing ~160
  - o Sales ~125
  - Operations/Supply Chain ~25
  - o Finance~20
  - o Marketing ~15
  - Product Management~20
  - o Customer Support ~ 20
  - o Professional Services ~25
  - o Legal~15
  - o Administration~45
  - Quality Assurance ~25
  - Information Security ~15
- TASER's Dun and Bradstreet number is 832176382 and our Federal Tax ID is 86-0741227.

Our most experienced and skilled personnel will be involved in the implementation, development, deployment, management, and support of the FLPD's body-worn camera and digital evidence management program. Our team has the experience to evaluate the FLPD's unique situation and deploy personnel as necessary. The FLPD will have access to TASER's personnel throughout the life of the project to ensure that the FLPD's deployment is completed successfully and on time.

The amount of TASER Professional Services personnel deemed necessary once an implementation kickoff is conducted, will be available to lead the implementation, set-up, follow-up and support of your Axon and Evidence.com program within the City's timeline.





# Qualifications

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.

With TASER, FLPD 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 and on-going maintenance, electrical power and 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.

Our ability to instantly scale its offerings to agencies of any size, along with our unparalleled implementation and post-sale support services, explain why 95% of the major U.S. agencies deploying body camera programs chose TASER's Axon cameras and evidence management suite. TASER is uniquely suited to meet the end-to-end requirements of the FLPD, today and as the agency's needs evolve.

We believe that the video evidence capture and management market will continue to expand due to several factors including increasing recognition of the benefits of video evidence. Given our existing long-term relationships with law enforcement agencies as well as our industry-leading video products, we believe we are well positioned to benefit from this growth. Our products can significantly reduce liability risk for individual police officers and for law enforcement agencies by capturing the 'truth' of what actually happened in an incident, saving law enforcement agencies significant resources.





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In addition, our video products work on a stand-alone basis, or seamlessly integrated together, to automate key workflows, including the ingestion of videos recorded into our system and integration with other systems, and thus improves officer efficiency by reducing report documentation workload while increasing accuracy and accountability.

**TASER and the technology we produce has a proven track record**. For over 23 years, we have focused on law enforcement technology and – as the jobs of law enforcement officers evolve – so does our technology. When you partner with TASER, you join a network of agencies across the country working to improve law enforcement technology today and tomorrow.

Our hardware is reliable and designed to balance simplicity with performance. Although battery life is just one specification of a body worn camera, it is crucially important that cameras last for the officer's entire shift. Axon cameras have industry-leading battery life and are designed to last for an officer's full shift.

**TASER's cost structure eliminates surprises and offers budget certainty**. In this proposal, we have provided plans that are transparent and offer a fixed cost program to accommodate for the growing need for critical evidence storage.

**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.

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# **APPROACH TO SCOPE OF WORK**

# **Operational Plan**

TASER will assist in implementing FLPD's body-worn camera program in the following ways.

# Leadership

TASER will provide FLPD with a team of experienced professionals to ensure an efficient deployment of Axon body cameras. Your team will consist of:

- Project Manager to oversee all events leading to body camera deployment completion
- Systems Engineer to oversee all network/technical needs and integrations with your current systems (e.g. CAD/RMS integration, Axon Signal activation, etc.)
- Account Manager to provide support with camera and Axon Dock, equipment setup and post-production needs related to technical support
- Professional Service Manager to assist with officer and administrative training

The team will work closely with FLPD's Project Manager to align resources and accomplish the tasks necessary for an efficient deployment and training process.

# Coordination

If requested, TASER will align user trainings with officers' shift schedules, in order to minimize disruption in FLPD's daily functions. Other tasks, including equipment configurations, consultative implementation services, and administrative trainings, will be scheduled around FLPD's preferences as well.

# **Implementation**

TASER's Professional Services team will provide the following services for Axon camera deployment:

# **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).





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# **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.

# **Best Practices for Implementation Planning**

- Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.
- Discuss importance of entering meta-data in the field for organization purposes and other best practice for digital data management.
- Provide referrals to other agencies using the Axon camera products and Evidence.com services.
- Recommend roll out plan based on review of shift schedule

# **System Administrator and Troubleshooting Training Sessions**

Provide a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

# **Axon /Instructor Training**

Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

# **End User Go-Live Training and Support Sessions**

Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync.

# **Implementation Document Packet**

 Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.





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# **Integration with CAD/RMS**

TASER will develop an integration module that allows the Evidence.com services to interact with the Agency's CAD/RMS so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com services based on data already maintained in the Agency's RMS.

# **Project Manager/Reporting**

TASER will assign a dedicated Project Manager to work with FLPD on all aspects of planning the Axon body-worn camera roll out. Prior to roll out, the Project Manager will develop a Project Plan and Checklist for the deployment of Axon camera units, Axon Docks and Evidence.com account training. He/she will also work closely with FLPD's Project Manager to ensure that all integrations, configurations and trainings are completed or scheduled prior to deployment.

# **Support and Maintenance**

TASER has a full Customer Support division. Customer Service is available 24/7 via email, and live phone support Monday-Friday, 7:00AM – 5:00PM MST. For technical or Customer Service assistance, please contact 800-978-2737 or customerservice@taser.com. TASER also has a dedicated line available for emergencies, with a live Support Specialist available 24/7.

In addition to TASER's Customer Service team, an experienced Account Manager will be assigned to your Agency. He/she will work closely with your leadership team and provide maintenance and technical support before and after deployment.





# 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 FLPD. 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 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 FLPD. 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 FLPD 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.





- <u>Effective Communication</u>: 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

# **Sample Statement of Work**

The following Statement of Work has been used during the successful of a number of large agencies including the Los Angeles Police Department and San Antonio Police Department.





1. Sample Statement of Work





# STATEMENT OF WORK FOR THE IMPLEMENTATION OF THE FT. LAUDERDALE POLICE DEPARTMENT'S AXON BODY-WORN CAMERA AND EVIDENCE.COM PROGRAM

Submitted by:

**TASER International, Inc.** 





17800 North 85<sup>th</sup> Street Scottsdale, AZ 85255 800.978.2737

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# 1. PROJECT SUMMARY

This Statement of Work outlines the responsibilities of TASER and the FLPD for implementing the rollout of Axon Body-Worn Cameras and Evidence.com within FLPD's organization.

# 1.1 Project Scope.

The Axon Camera and Evidence.com deployment will be completed over four phases within one year, October 2015 – September 2016. TASER will provide the following deliverables to help effectively deploy TASER Services and Products within the timeline set forth by FLPD:

- Evidence.com account set up
- Axon Mobile app installation
- Roles/Permissions set-up assistance
- Delivery of Axon hardware
- Evidence Dock configuration assistance
- Assistance with set up of Evidence.com user accounts
- Training
- Integration with CAD/RMS System

# 1.2 Out of Scope Services.

TASER is responsible to perform only the Services described above in Section 1.1. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope. This project scope does not include the administration, management, or support of any internal City IT network or infrastructure.

# 2. PROJECT MANAGEMENT.

TASER will assign a Project Manager that will provide the expertise to execute a successful body camera deployment and implementation. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with FLPD's Project Manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.





# 2.1 Project Management Reporting, Documentation and Communication Strategy.

The attached Project Plan includes a comprehensive project plan outlining the tasks, responsibilities and schedule for the first phase of FLPD's body camera rollout.

After obtaining agreement from FLPD on the project plan and rollout schedule, TASER's Project manager will ensure all team members from TASER and FLPD are continually updated on the status of the body camera program through:

- Development of a communication plan for implementation
- Weekly status meetings via conference call/webinar
- Project briefings to **FLPD**'s Management team as requested
- Configuration manuals and best practices documentation

# 3. PROFESSIONAL SERVICES.

TASER's professional services team consists of Customer Support Specialists, Sales Engineers, Trainers and Project Managers to help with all phases of FLPD's deployment.

# 3.1. Pre-Deployment Assistance.

Prior to the go-live date for each phase of the deployment, TASER's Professional Services team will perform the following tasks:

- **Evidence.com account set up:** TASER will send an Evidence.com invite email to FLPD's designated administrator. The administrator must accept the Invitation to initiate access to Evidence.com. This task is completed prior to the initial launch of project but not for subsequent phases.
- **Axon Mobile app:** TASER will pre-download the Axon Mobile app on devices purchased through TASER. If using the app on personal or departmentassigned devices, installation of the free app will be supported during training through the Apple/Android App stores.
- **Roles/Permissions set-up assistance:** TASER can provide a step-by-step explanation and assistance for FLPD's configuration of categories, custom roles and permissions within the Evidence.com Admin tab.





#### Axon Body Camera Implementation Statement of Work

- **Delivery of Axon hardware:** TASER will send all equipment per contract requirements via FedEx and provide tracking information to FLPD.
- Evidence Dock configuration: Taser will provide 2 days of on-site assistance for configuring Evidence Docks (see manual for specific instructions: https://www.taser.com/images/support/downloads/downloads/Evidence\_com\_Dock\_I nstallation\_Guide.pdf). TASER can assist with dock configuration if requested.

# 3.2. Training.

TASER will provide one week of on-site training to lead the first phase of the Axon deployment. The trainings include:

**End-user go-live training and support:** This training provides individual device set up and configuration assistance, pairing with viewers when applicable, and training on device use, Evidence.com and Evidence Sync. The training also includes policy overview by the agency leadership team. (average training time: 3 hours).

**Administrator training**: This training provides a deep dive into Evidence.com for staff members that will be using Evidence.com but not wearing a camera. It covers topics such as building cases, searching users and sharing data within and outside of the Agency. The training can be customized to the needs of the individual Agency (average training time: 2 hours).

**Axon Instructor training:** This training provides instruction to FLPD in-house trainers, with the goal of certifying instructors who can support FLPD's subsequent Axon camera and Evidence.com training needs (average training time: 4 hours).

# 3.3. Support and Maintenance.

TASER has a full Customer Support division. Customer Service is available 24/7 via email and live phone support Monday-Friday, 7:00AM – 5:00PM MST. For technical or Customer Service assistance, FLPD can contact 800-978-2737 or customerservice@taser.com. TASER also has a dedicated line available for emergencies, with a live Support Specialist available 24/7.

In addition to TASER's Customer Service team, an experienced Support Manager will be assigned to FLPD. He/she will cover post-production needs related to maintenance and technical support on all hardware and software.

# 3.4. CAD/RMS integration.





#### FI PD

#### Axon Body Camera Implementation Statement of Work

The CAD/RMS integration will consist of the development of an integration module that allows the Evidence.com services to interact with the FLPD's CAD/RMS. Licensees may use the integration module to automatically tag the Axon recorded videos with data already maintained in the Agency's CAD/RMS, including, but not limited to, a case ID, category, and location.

Projected completion of the integration is **<<date>>**. After completion acceptance by FLPD, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the Evidence.com services at no additional charge as long as FLPD maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because FLPD changes its RMS. Thereafter, any additional support services provided to FLPD will be charged at TASER's then current standard professional services rate.

# 3.5 Acceptance Checklist.

TASER will present FLPD with an Acceptance Checklist (Checklist) upon TASER's completion of the Services and Integrations. FLPD will sign the Checklist acknowledging completion of the Services and Integrations once the on-site service session has been completed.

If FLPD reasonably believes that TASER did not complete the Services and Integrations in substantial conformance with this SOW, FLPD will notify TASER in writing of its specific reasons for rejection of the Services within 14 calendar days from delivery of the Checklist to FLPD. TASER will address FLPD's issues and then will re-present the Checklist for approval and signature.

# 3.6 Key Assumptions.

The Services, fees, and delivery schedule for this project are based on the following assumptions:

- A. Agency's relevant systems are available for assessment purposes prior to TASER's arrival at the Installation Site.
- B. All work will be performed by TASER's personnel during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.
- C. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by TASER and Agency.





#### Axon Body Camera Implementation Statement of Work

D. Agency representatives will be available to provide timely and accurate information.

# 4. FLPD RESPONSIBILITIES

In order to fulfill the deliverables listed in this SOW, FLPD is responsible for contributing to project status reports, reporting project issues, and providing internal resources to assist with hardware and software set-up and configuration.

# 4.1 FLPD Tasks.

To ensure a successful deployment, FLPD will be responsible for completing the following pre-deployment configuration tasks:

- Set up Evidence.com user accounts: Within the Evidence.com Admin tab, FLPD can upload users to Evidence.com and invite users via email to sign into their individual accounts: http://public.evidence.com/help/pdfs/ latest/Evidence.com+Administrator+ Reference+Guide.pdf, pg. 18.
- Create video policy: Before camera deployment, FLPD should define the agency video policy and create categories and evidence retention levels for videos. FLPD should also establish method for officers to add metadata to videos (e.g. Axon Mobile, CAD integration, Evidence.com).
- Evidence Dock installation: Determine ideal location of Dock setup, install docks, and set configurations on Docks (see manual for specific instructions: https://www.taser.com/images/support/downloads/downloads/Evidence\_com\_Dock\_I nstallation\_Guide.pdf). TASER can assist with dock configuration if requested.
- Download Evidence Sync: Install Evidence Sync software on computers in the Report Writing Room(s) and on MDTs (https://TASER.taser.com/info/syncregistration. TASER can also provide an enterprise-deployable version of SYNC.
- Troubleshooting reporting: Agency will alert TASER of any IT issues with Evidence.com or Dock access so TASER can remedy before live deployment.

# 4.2. Expectations.

TASER's successful performance of the Services depends upon your:





#### FI PD

#### Axon Body Camera Implementation Statement of Work

- A. Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
- B. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival at the Instillation Site;
- C. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the services);
- D. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;
- E. Promptly installing and implementing any and all software updates provided by TASER;
- F. Ensuring that all appropriate data backups are performed;
- G. Providing TASER with remote access to its Evidence.com account when required for TASER to perform the Services;
- H. Identifying in advance any holidays, non-work days, or major events that may impact the project;
- I. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
- J. Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;
- K. Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency;
- L. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).





## FI PD Axon Body Camera Implementation Statement of Work

# 5. CHANGES TO SERVICES

Changes to the services set forth in this SOW must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.





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# **Training Plan**

TASER can help the FLPD 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 FLPD'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 FLPD'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 FLPD 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.

## 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).





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#### 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 coworker/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.





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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 FLPD 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 FLPD with documentation including but not limited to the following. All of these items are the FLPD'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.

Sample Lesson Plans are included on the following pages.







# Lesson Plans & Course Outlines Train-the-Trainer

Release Date: February 2016 Version 1.0

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# **Axon and Evidence.com**

# **Target Audience**

## Trainers of the Axon body-worn camera and Evidence.com systems

#### **Course Summary**

This training provides a deep-dive into EVIDENCE.com for staff members that will be using EVIDENCE.com and teaching others how to operate the devices and software solutions. Topics include:

- Agency policy guidelines (agency-specific)
- Operation and fitting of the camera
- Axon Mobile app (if applicable)
- Evidence Sync (if applicable)
- Evidence.com
  - o Searching Users and conducting User Audits
  - Creating reports
  - o User Groups
  - Building Cases
  - o Sharing data within and outside of the agency

#### **Course Materials**

- Projector
- Pre-assigned cameras
- Camera Accessories/Mounts

# **Pre-Training Checklist**

	Officers are invited via email to Evidence.com.
	Officers accept invite and log into Evidence.com.
	Cameras are assigned to all officers attending training
	All Axon Docks are installed and configured.
П	Body worn camera policy is completed and published.



# **Training Outline**

## 1. Policy and Project Overview (30 min – 1 hr)

# 2. Camera/Battery Overview (15 min)

- a. Operation
- b. Specs

## 3. Hands-on Demo with participants (20 min)

- a. Turning on camera
- b. Recording sample video
- c. Ending a recording
- d. Demoing mounting options

#### 4. Docking Station (10 min)

- a. Docking a camera properly
- b. Functions of dock
- c. Removing camera from dock

# 5. Axon Mobile Applications – Axon View and Axon Capture (15 min)

- a. Pairing camera to mobile device via Bluetooth
- b. Reviewing live video streaming
- c. Adding metadata to sample video

# 6. Evidence Sync (20 min)

- a. Signing into Evidence Sync
- b. Connecting camera and adding metadata
- c. Uploading evidence

# 7. Overview of Evidence.com (1 – 1.5 hours)

- a. Home page overview
- b. Evidence search
- c. User Search
- d. User Audit
- e. Managing users/devices



# **Training Outline continued**

## 8. Viewing Videos (15-20 mins)

- a. Media player page overview
- b. Clips/markers
- c. Redaction
- d. Evidence audit trail

## 9. Cases (15-20 mins)

- a. Creating case
- b. Adding evidence to a case
- c. Viewing case audit trail

# 10. Sharing within and outside of agency (20-30 mins)

- a. Sharing cases
- b. Sharing individual videos

## 11. Evidence management (20-30 mins)

- a. Category retention/reassignment
- b. Reassigning ownership of videos
- c. Downloading evidence
- d. Deleting evidence

# 12. User management (20-30 mins)

- a. User search
- b. Adding/deactivating users
- c. Auditing users
- d. Creating/managing reports

# 13. Device Management (20-30 mins)

- a. Searching for a device in Evidence.com
- b. Reassigning devices
- c. RMA process for devices



# Lesson Plans & Course Outlines User Training

Release Date: February 2016 Version 1.0

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# Axon and Evidence.com

# **Target Audience**

# End-users of the Axon body-worn camera and Evidence.com systems

# **Course Summary**

This training course provides an overview of the Axon Body Camera and Evidence.com systems. Topics include:

- Agency policy guidelines (agency-specific)
- Operation and fitting of the camera
- Evidence.com
- Axon Mobile app (if applicable)
- Evidence Sync (if applicable)

#### **Course Materials**

- Projector
- Pre-assigned cameras
- Camera Accessories/Mounts

# **Pre-Training Checklist**

Officers are invited via email to Evidence.com.
Officers accept invite and log into Evidence.com.
Cameras are assigned to all officers attending training.
All Axon Docks are installed and configured.
Body worn camera policy is completed and published.



# **Training Outline**

## 1. Policy and Project Overview (30 min - 1 hr)

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- a. Operation
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## 3. Hands-on Demo with participants (20 min)

- a. Turning on camera
- b. Recording sample video
- c. Ending a recording
- d. Demoing mounting options

#### 4. Docking Station (10 min)

- a. Docking a camera properly
- b. Functions of dock
- c. Removing camera from dock

# 5. Axon Mobile Applications – Axon View and Axon Capture (15 min)

- a. Pairing camera to mobile device via Bluetooth
- b. Reviewing live video streaming
- c. Adding metadata to sample video

# 6. Evidence Sync (20 min)

- a. Signing into Evidence Sync
- b. Connecting camera and adding metadata
- c. Uploading evidence

# 7. Overview of Evidence.com (40 min)

- a. Signing in to Evidence.com
- b. Searching for evidence
- c. Viewing a video
- d. Adding metadata through Evidence.com
- e. Adding markers, clips, notes etc.
- f. Redaction (if applicable)
- g. Viewing audit trails
- h. Building cases (if applicable)

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# **Project Plan**

The implementation process begins with an on-site kickoff meeting. A Project Schedule will be created to outline the estimated timeline (including number of days necessary for each phase of the FLPD's implementation) and training specific to your program. Installations, registrations, configurations, set up of user accounts, assignment of roles and permissions, etc., will occur prior to user training sessions.

The FLPD should designate a Project Manager and an IT point of contact at your agency will be overseeing the project to facilitate communication with TASER during implementation. The FLPDwill also need to assign a staff member as the Evidence.com 'Super Administrator' – this role is created by TASER during the initial implementation cycle. 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.

Typically the 'Super Administrator' is the individual foremost responsible for the agency's Evidence.com account. The Super Administrator will be the first user account created and will serve as the starting point for Evidence.com configuration including:

- Defining security settings
- Creating custom roles and setting permissions,
- Adding users (User, Administrator, Armorer or any other custom roles)
- Assigning and reassigning devices
- Creating categories and setting retention policies, and;
- Several of the other administrative features of the Evidence.com services.

TASER will provide the FLPD with a team of experienced professionals to ensure an efficient deployment of Axon Body cameras.





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The TASER Project Team will consist of:

## 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 FLPD'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 FLPD's daily functions. Other tasks, including equipment configurations, consultative implementation services, and administrative trainings, will be scheduled around FLPD'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 FLPD's IT point of contact to assess current bandwidth, calculate the potential network impact of the bodyworn 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.





# FLPD Responsibilities for Planning Prior to **Implementation**

Based on our experience, the success of an Agency's implementation is contingent upon completing the following tasks and/or assisting TASER in the following ways.

- Provide IT and Project Manager POCs to TASER International personnel
- Making relevant systems available for assessment by TASER prior to arrival at the Instillation Site
- Making any required modifications, upgrades or alterations to hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival at the Instillation Site
- Providing access to the building facilities and where TASER is to perform the Services, subject to safety and security restrictions imposed by an agency (including providing security passes or other necessary documentation to TASER representatives performing the services, permitting them to enter and exit the premises with personal laptop computers and any other materials needed to perform the services)
- Conduct an internet bandwidth test
- Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the services
- Promptly installing any and all software updates provided by TASER
- Providing TASER with remote access to the agency's Evidence.com account when required for TASER to perform the Services
- Identifying in advance any holidays, non-work days, or major events that may impact the project
  - Define categories and evidence retention levels
  - Define roles and permissions
  - **Draft the on-officer camera video policy** Departments that do not yet have a policy governing on-officer video systems should start drafting a policy to facilitate the implementation process. It is strongly encouraged that your department has at least a draft of your video policy completed before user training begins. This allows training to simultaneously cover both how the hardware works in conjunction with how users are expected to utilize the system.
  - Draft the officer training schedule





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# **Communications Planning/Execution**

The FLPD should designate a Project Manager and an IT point of contact in charge of overseeing the project to facilitate communication with TASER during implementation. Any member of the FLPD can communicate directly with the assigned Project Manager, Professional Services Manager, Pre-Sales Engineer and Regional Support Manager.

After obtaining agreement from the FLPD on the project plan and rollout schedule, your Project manager will ensure all TASER team members and FLPD staff are continually updated on the status of the process. The reporting, documentation and communication strategy includes the following:

- Development of a communication plan for implementation
- Weekly status meetings via conference call/webinar
- Project briefings to FLPD's Management team as requested
- Configuration manuals and best practices documentation

# System, Performance and User Acceptance Testing

We will present you with an Acceptance Checklist upon our completion of the Services that will exactly mirror the description of services within this Section. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within seven calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature.

TASER's Acceptance Test Plan includes the following:

- Video capture tests
- Video download tests
- Video recall tests
- Defined process for the correction of errors, defects, and deficiencies

After the Acceptance Test Plan has been reviewed and evaluated by the FLPD, TASER's certified trainers will assist with the Acceptance Test at FLPD's facilities in accordance with the Acceptance Test Plan.





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The Acceptance Test can be scheduled at FLPD's convenience. TASER understands that the Acceptance Test will be "accepted" in writing by FLPD only when all tests are performed without error.

## **Final Acceptance**

TASER understands that final acceptance and final payment will only be "accepted" when all tests in the Acceptance Test Plan are performed without error and the system has been used operationally and error free for 30 days, and system users are fully trained. TASER will assist FLPD in completing the Acceptance Test and will provide training to system users as outlined in this proposal.

## **Problem Resolution during Acceptance Testing**

TASER will assist FLPD with problem resolution during acceptance testing by correcting any defects, errors, or deficiencies found in the system prior to the expiration of the warranty period. Problem resolution during the acceptance testing will be provided by TASER at no additional cost.

A sample Acceptance Test Plan is on the following pages.







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#### **USER ACCEPTANCE TESTING**

- 1. **Introduction:** This User Acceptance Testing (UAT) document outlines the approval process for the deployment and implementation of Axon Body Cameras and Evidence.com within (Agency Name). The test criteria outlined below ensures that the Axon system satisfies the needs of the Agency as specified in the Master Service Agreement and provides confidence in its use.
- Test Methodology: UAT will be conducted by end users, subject matter experts, and/or the
  Agency's body camera project team. Users will execute all test procedures referenced in section
  3. Users may also perform additional tests not detailed in the plan but remain relevant and
  within the scope of the project, as mutually agreed upon by TASER and the Agency. Such
  additional test procedures (if any) will be attached to this document as an Appendix.
- 3. **UAT Plan**: This plan contains a detailed procedure of each test to be performed by the UAT team.

#### **Axon Camera UAT Plan**

Execution Procedure	Delivery	Pass/Fail
User slides camera power	Solid red LED light on Axon Body camera or	
switch to "on" position.	Axon Flex battery pack will change to	
	blinking green within 20 seconds. The	
	device is now in "buffering" mode.	
User adjusts volume tone by	Camera will cycle through 3 audible tones	
firmly pressing diamond	(low, medium, high) and mute.	
volume/pairing button.		
User starts recording by	Blinking green LED light on Axon Body	
double-tapping event button.	camera or Axon Flex battery pack will	
	change to blinking red and the camera will	
	beep twice (provided volume is on). The	
	camera is now in "record" mode.	
User ends recording by	Blinking red LED light on Axon Body camera	
pressing and holding event	or Axon Flex battery pack will change to	
button for 5 seconds.	blinking green and the camera will beep	
	once (provided volume is on). The device is	
	now in "buffer" mode.	
User slides power button to	Camera will beep twice (provided volume is	
"off" position. While holding	on) LED light on Axon Body camera or Axon	
and pressing the	Flex battery pack will start blinking. This	
pairing/volume button, user	indicates that the camera is ready to pair	
slides power button back to	with a Bluetooth connected iOS or Android	
"on" position.	device.	
User selects correct device	iOS or Android device will indicate that the	
under Bluetooth settings on	selected camera is now "connected."	
iOS or Android device.		



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Llagrange Avan Mahila ann	Live stream of samera feetage annears on	
User opens Axon Mobile app	Live stream of camera footage appears on	
on iOS or Android device.	mobile device.	
User powers down camera.	LED light on Axon Body camera or Axon Flex	
	battery pack will display a solid red light and	
	will shut off within 20 seconds.	
User places camera into	Within 1 minute, the camera's LED light will	
Evidence Dock.	either display solid yellow (queued to	
	upload) or blinking yellow (actively	
	uploading).	
User retrieves camera from	Camera's LED light changes from	
dock before the start of	yellow/blinking yellow to green within 24	
his/her next shift.	hours.	
Once the camera in the dock	User will see a hyperlink to his/her recently	
is displaying a solid green	uploaded videos on the homepage.	
light, the user will log into		
Evidence.com using his/her		
proper credentials.		
User clicks on recently	User is able to play video within	_
uploaded video.	Evidence.com's media player.	

#### **Evidence.com UAT Plan**

Function	Delivery	Pass/Fail
Roles and Permissions: Configurable by Agency	Out of box	
administration.		
Case Management Tools:	Out of box	
Users are able to create and share cases in accordance		
with the permissions granted by administration.		
Chain of Custody:	Out of box	
An audit trail is generated for every video		
Download videos/cases:	Out of box	
Standard feature, granted the user has permission.		
Reassign Evidence:	Out of box	
Administrator may reassign evidence to another user if		
needed.		
Search Functionality:	Out of box	
Available by user name, event or device		
Evidence Deletion:	Out of box	
Available by permission only, with a 7-day grace period.		
Ability to create clips/markers:	Out of box	
Standard function available by permission.		
Redaction:	Out of box	
Function available on PRO licenses and with proper		
permission set by Agency.		



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User audit and Agency activity tracking:	Out of box
Function available on PRO licenses and with proper	
permission set by Agency.	
Uploading:	Out of box
User may upload pictures, videos and digital files,	
regardless of recording device.	
Track and assign all devices within Evidence.com.	Out of box
Allows viewing and downloading of all evidence stored in	Out of box
Evidence.com.	
Retention:	Out of box
Ability to retention level, depending on category of	
evidence.	

4. **UAT Defects:** The Agency will present defect findings directly to TASER's Project Manager within seven (7) days of discovery. TASER's Project Manager will record and report the defect to the appropriate team at TASER. Each defect submitted by the UAT team will be addressed, resolved, and re-tested by the UAT team prior to closure.

5. Signatures:

Role	Name	Signature	Date
Agency Authorized			
Representative			
TASER Project Manager			
Other(s) (if necessary)			

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# **Training and Documentation**

Prior to implementation, TASER will make available to the FLPD the following materials in an electronic format. Training guides, user manuals and product documentation include but are not limited to the following. Documentation is separated into folders by topic. All materials are the FLPD's to access 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

# Sample Policies and On-Officer Program Information Folder

This folder contains PDF documentation intended for Agency Head/Program Administrator roles.

- Implementation Best Practices
- Sample Policies Agency References
- Sample Policies of 20+ Agencies

# **Deployment Folder**

This folder contains various formats of documentation intended for Agency Head/Program Administrator roles.

# 2016 Checklists - Pre-Deployment & Go Live Folder

- Axon BWC Go Live Checklist 2016
- Axon Deployment Glossary 2016
- Axon PS Pre Arrival Checklist 2016

#### **API Folder**

Evidence Partner API Overview 2016 Document





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#### **Evidence Sync Guide Folder**

This folder contains PDF documentation intended for Agency Head/Program Administrator roles.

- Categories Retention Schedule
- Evidence Sync User Manual (English)

## **Guides and Manuals Folder**

This folder contains various formats of documentation intended for Agency Head/Program Administrator roles as well as end-users.

## **Axon Body 2**

- Axon Body 2 Manual
- Axon Body 2 Videos
- Axon Body 2 Quick Start
- Axon Body 2 Spec
- Axon Body 2 Dock User Guide

#### **Axon Flex 2**

- Axon Flex 2 Manual
- Axon Flex 2 Videos
- Axon Flex 2 Quick Start
- Axon Flex 2 Spec
- Axon Flex 2 Dock User Guide

#### **Axon Signal**

- Axon Signal Unit Manual
- ASU Spec Sheet

#### **Docking Station**

- Axon Dock Mounting Schematic
- Axon Dock Quick Start
- E-Dock 6 Bay Sec
  - o Evidence.com Dock Installation Guide
  - Evidence.com Dock Wall Bracket Reference Guide V3





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#### **Documentation**

- Axon Body Quick Start
- Axon Body User Manual
- Axon Deployment Guide
- Axon Flex User Manual
- Axon Flex Quick Start
- Axon Body 2 Quick Start
- Axon Dock Quick Start
- Evidence.com Admissibility and Chain of Custody
- Evidence.com and Evidence Sync Requirements
- Evicence.com Installation Guide
- Evidence.com Dock Quick Install Guide
- Evidence.com Security
- Reporting Instructions

#### Mobile

- Axon Capture App Guide for Android
- Axon Capture App Guide for iOS
- Axon View 4.0 for Android App Guide
- Axon View 4.0 for iOS App Guide
- Axon View Deployment Training Guide

## **Axon Signal**

Signal Update Guide

# **Security Documentation Folder**

This folder contains documentation related to Security and is intended for Agency Head/Program Administrator roles.

# **Training Materials Folder**

This folder contains Training documentation in various formats and is intended for use by Trainers, Agency Head/Program Administrator roles.

# **2016 Deployment Presentations**

- Axon Body 2 (PowerPoint)
- Axon Flex (PDF)
- Axon Flex Training Agenda (PowerPoint)
- Intro Video for Deployments (mp4)





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#### 2016 Lesson Plans

- Lesson Plans & Course Outlines
  - Train-the-Trainer (PDF)
  - User Training (PDF)

## **Axon Training Videos (mp4)**

16 videos and examples for training and reference

#### Product Help & Training Videos (mp4)

Short and easy to follow step-by-step instructional videos illustrating how to perform virtually any task in Evidence.com.

50+ videos

#### **Reference Materials**

This folder contains Training documentation in various formats and is intended for use by Trainers, Agency Head/Program Administrator roles.

- Evidence.com Administrator and Reference Guide (PDF) also available in the "Help" section of Evidence.com
- Evidence Import Users (Excel)
- Implementation Best Practices (Word Doc)
- Roles and Permissions Chart (Excel)

# **Performance Measures & Service Levels**

TASER utilizes performance measures throughout all phases of the project. Performance measures are based on meeting particular goals that are detailed and agreed upon prior to implementation. Examples of these goals are indicated in the Implementation Plan and User Acceptance Testing documentation attached with this response. When the FLPD determines how it would like to design the solution, this documentation will be customized and submitted to the FLPD for approval.

## **Implementation Performance Measures**

- The FLPD accepts customized project plan
- Delivery of Hardware
- Responsiveness of Account/Sales Representative
- Responsiveness of Account Manager
- TASER meets all milestones by the date in the project plan





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#### **Training Performance Measures**

- System administrators demonstrate working knowledge of the system
- System administrators demonstrate ability to configure the solution
- End users demonstrate working knowledge of the system
- End users demonstrate working knowledge of camera function

#### **Go-Live Performance Measures**

- Integration (if applicable)
- User Acceptance Testing completed and passed
- Officers using solution in field by "Go-Live" date specified in the Project Plan

# **Support Performance Measures**

- Evidence.com uptime
- TASER meets response time indicated in the Service Level Agreement signed off on by both parties
- TASER releases Evidence.com updates on monthly cadence

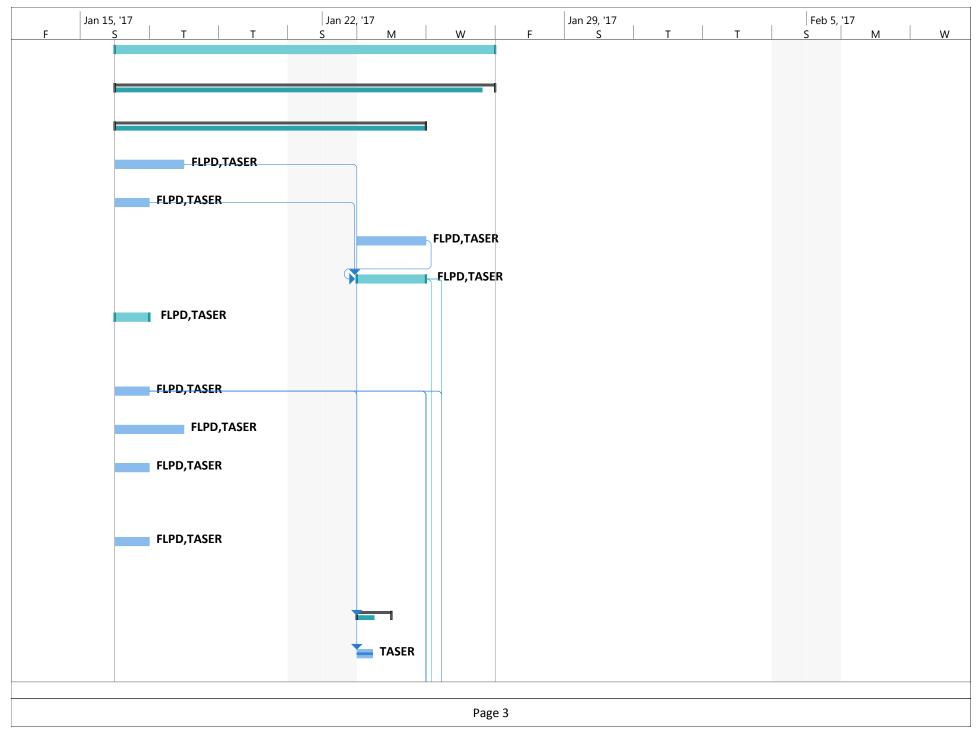
Our Service Level Agreement is included in Tab 8b.

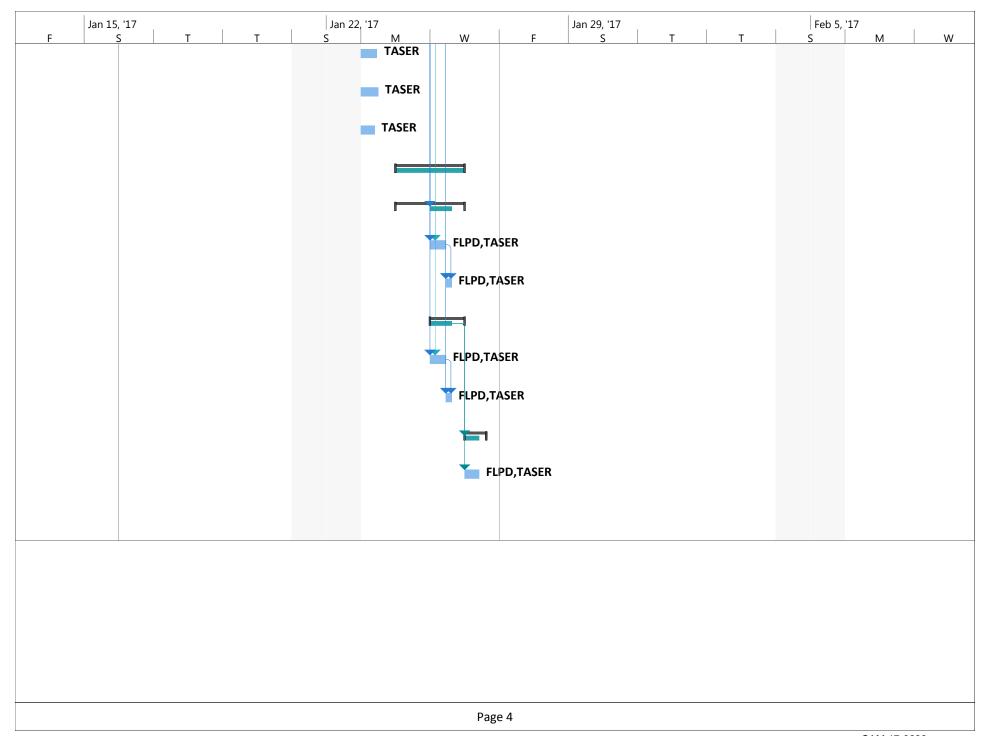




)	Task Name	Start	Finish	Duration	Predecessor	Resource Names
1	Fort Lauderdale PD Axon Project - 35	Mon 1/16/17	Thu 1/26/17	9 days		
2	Fort Lauderdale PD	Mon 1/16/17	Thu 1/26/17	9 days		
3	Configuration Tasks	Mon 1/16/17	Tue 1/24/17	7 days		FLPD,TASER
4	Draft Deployment Plan created	Mon 1/16/17	Tue 1/17/17	2 days		FLPD,TASER
5	Site survey for ETM installation, test bandwidth	Mon 1/16/17	Mon 1/16/17	1 day		FLPD,TASER
6	ETM registration and configuration	Mon 1/23/17	Tue 1/24/17	2 days		FLPD,TASER
7	Install and test E.com Docks	Mon 1/23/17	Tue 1/24/17	2 days	5,6	FLPD,TASER
8	Evidence.com Setup (Roles & Permissions, Categories)	Mon 1/16/17	Mon 1/16/17	1 day		FLPD,TASER
9	Create user accounts in Evidence.com	Mon 1/16/17	Mon 1/16/17	1 day		FLPD,TASER
10	Inventory, assign, test all Axon devices	Mon 1/16/17	Tue 1/17/17	2 days		FLPD,TASER
11	Install AXON Mobile & Evidence Mobile App (Done at the time of training)	Mon 1/16/17	Mon 1/16/17	1 day		FLPD,TASER
12	Install MDT Application (SYNC) (Can be done at the time of training, IT needed)	Mon 1/16/17	Mon 1/16/17	1 day		FLPD,TASER
13	EVIDENCE.COM Training	Mon 1/23/17	Mon 1/23/17	1 day	4	FLPD,TASER
14	Evidence.com Super User Training Session 1	Mon 1/23/17	Mon 1/23/17	3 hrs	9	TASER

ID	Task Name	Start	Finish	Duration	Predecesso	Resource Names	
15	Evidence.com Super User Training Session 2 (Optional)	Mon 1/23/17	Mon 1/23/17	3 hrs		TASER	
16	Train The Trainer	Mon 1/23/17	Mon 1/23/17	4 hrs		TASER	
17	Evidence Tech Training	Mon 1/23/17	Mon 1/23/17	1.5 hrs		TASER	
18	Fort Lauderdale Go Live Rollout (35 Units)	Tue 1/24/17	Wed 1/25/17	2 days		FLPD,TASER	
19	Wave 1 Training	Tue 1/24/17	Wed 1/25/17	2 days	9		
20	Gear Fit and Training - First Shift	Wed 1/25/17	Wed 1/25/17	3 hrs	7,9	FLPD,TASER	
21	Gear Fit and Training - Second Shift	Wed 1/25/17	Wed 1/25/17	3 hrs	7,9,20	FLPD,TASER	
22	Make up Training	Wed 1/25/17	Wed 1/25/17	1 day			
23	Gear Fit and Training- First Shift	Wed 1/25/17	Wed 1/25/17	3 hrs	7,9	FLPD,TASER	
24	Gear Fit and Training- Second Shift	Wed 1/25/17	Wed 1/25/17	3 hrs	7,9,23	FLPD,TASER	
25	PIRSA Go Live Complete	Thu 1/26/17	Thu 1/26/17	0.75 days	22		
26	Post Deployment Meeting	Thu 1/26/17	Thu 1/26/17	2 hrs	22	FLPD,TASER	
27							





## City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

# **Project Team Qualifications**

TASER's project team is comprised of individuals with experience in law enforcement and in supporting our law enforcement partners worldwide. Our most experienced and skilled personnel will be involved in the implementation, development, deployment, management, and support of the FLPD's body-worn camera and digital evidence management program. With more than 154,000 cameras in the field, TASER has the experience to evaluate the FLPD's unique situation and deploy personnel as necessary. The FLPD will have access to TASER's personnel throughout the life of the project to ensure that the FLPD's deployment is completed successfully and on time.

The following TASER personnel may be involved in some part of the demonstrations, pilot, implementation, set up, follow up and support of your Axon and Evidence.com program. All of these individuals, and others, work together to be an unbeatable team when it comes to the implementation of Axon cameras and Evidence.com including the day to day service and support expected by the FLPD.

# TASER Regional Support Management Team

The Regional Support Management team's primary purpose is to ensure good standing health for the FLPD's Axon and Evidence.com program, and providing the necessary resources needed to make sure agencies are set up for success. The Regional Support team members accomplish their mission utilizing consistent communication and can be reached 24 hours a day, 7 days a week.

TASER's Regional Support Managers act as primary points of support for customers to ensure positive and successful engagement with their Axon & Evidence.com deployment. As an expert on all Axon products & services, your Regional Support Manager will uncover and maintain an understanding of your goals, pain points, and drivers to improve your agency's customer experience. As updates and features are released, your Regional Support Manager will troubleshoot all changes to ensure a successful experience for customers.

The following TASER personnel will be available to lead the implementation, set-up, follow-up and support of your Axon and Evidence.com program for **Phase II – Pilot Program (Deployment).** 





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#### Chris Baker, Sr. Regional Support Manager

Chris is the Sr. Regional Support Manager and supplemental point of contact within TASER headquarters. In addition to managing the Regional Support team, his 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. Chris has been with TASER since January 2013 and is also the Regional Support Manager for the Southeastern US, including Florida, Georgia, North Carolina and Alabama. He is based out of TASER HQ in Scottsdale, AZ.

# **Pre-Sales System Engineers**

TASER's Pre-Sales System Engineers are subject matter experts in the area of Software as a Service (SaaS), embedded systems, and networking, leveraging TASER International's Evidence.com and Axon body-worn camera systems. As members of the TASER sales team, the Sales Engineers support the campaign to provide on-officer evidence capture devices and SaaS solutions to more than 15,000 police departments in the United States and abroad.

## **Uriel Halioua, Senior Pre-Sales System Engineer**

Uri is a Subject Matter Expert ("SME") on body-worn video, digital evidence capture devices, and TASER's Axon body-worn video cameras as well as Evidence.com and other forms of digital evidence management. He conducts customer site assessments, including network, electrical, and physical assessments. He also provides pre-sales engineering support to both the domestic and international sales teams.

# **TASER Professional Services Team**

In the past 12 months, TASER's experienced Professional Services Team has completed over 211 deployments and has conducted 830 trials and evaluations.

The following TASER Professional Services personnel will be available to lead the implementation, set-up, follow-up and support of your Axon and Evidence.com program for **Phase III – Additional Purchase (Anticipated Full Deployments).** 





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# **Charles Foster, Lead Manager, Technical Services**

Charles first started at TASER International in March 2004 in the IT Department and advanced to National Field Services Manager until he left the company in 2009. During his previous tenure with TASER, Charles was involved in implementing countless CEW programs both domestically and internationally as well as assisting in creating and teaching the Technical Services and Investigations Course formerly known as the Armorer's Course. He holds a Bachelor of Science in Network and Communications Management from DeVry University, has been in the Military since 2010, and is currently a First Lieutenant in the United States Army Reserve. Charles is based out of TASER headquarters in Scottsdale, AZ.





## CHRISTOPHER BAKER

480-463-2130 · cbaker@taser.com

## PROFESSIONAL EXPERIENCE

#### **TASER International**

Senior Regional Support Manager

September 2016-Present

- Manage team of Regional Support Managers (RSM) to ensure world class training and support on the Axon video system and Evidence.com
- Implement processes and procedures for RSM team to accomplish team and company objectives
- Manage the success of trial Evidence.com programs at police departments and sheriff offices in the Southeast Region.

# Regional Support Manager

January 2013-September 2016

- Direct the implementation of AXON video system and EVIDENCE.com digital evidence maintenance software program in over 175 police departments and sheriff's offices in 22 states.
- Report status and condition of current customers directly to company executives.
- Gather feedback from law enforcement officers from across the country and work directly with product developers to improve existing products.

#### **Phoenix Suns**

Game Night Basketball Communications Staff

October 2009 - April 2014

- Train new Game Night Communication Staff members.
- Record and transcribe interviews with players and coaches.
- Collect and compile team statistics.
- Create and distribute statistical information packets that are distributed to all 30 teams along with local and national media.
- Direct interaction with Suns and visiting players as well as local, visiting, and national media.

#### **Phoenix Mercury**

**Basketball Communications Assistant** 

March 2010 - April 2012

- Managed and directed the Game Night Communications Staff as well as the Al McCoy Media Center and press room during over 50 Phoenix Mercury games.
- Trained new Game Night Staff members.
- Created and edited team Media Guide and team Postseason Guide.
- Analyzed statistics to determine trends and tendencies as well as updated, tracked, and distributed team statistics and trends.
- Facilitated press conferences between home and visiting teams with ESPN.

## INTERNSHIP EXPERIENCE

## Wealth Management Intern,

Merrill Lynch, Mesa, AZ

Summer 2012

- Researched over 100 different companies, bonds, and mutual funds for company information, levels
  of potential risk, historical returns, and related current events to determine potential new
  investment opportunities and reported assessment and possible strategies to a Merrill Lynch Vice
  President.
- Participated in daily brainstorming exercises to think of creative ways to fix everyday problems and create new business solutions.

## **VOLUNTEER WORK**

### Hospice of the Valley; Patient Volunteer

March 2012 - Present

**Graduation: December 2012** 

• Visit and provide emotional and physical aid to terminally ill patients on a weekly basis.

# **EDUCATION**

## **Bachelor of Science; Finance**

W. P. Carey School of Business at Arizona State University, Tempe, Arizona Dean's List

GPA 3.71

# **Uriel Halioua**

602-820-5408 uri@taser.com

# Experience —

## **Pre-Sales Systems Engineer**

TASER International - August 2009, Present

I travel across the nation and internationally providing pre-sales support to TASER International's sales team. My role is to provide product presentations, answering technical Q&As, assessing customer capabilities and needs, and making customers fall in love with the cloud.

- Subject Matter Expert (SME) pertaining to EVIDENCE.COM and other forms of digital evidence management.
- Subject Matter Expert (SME) on on-body video, digital evidence capture devices, and TASER's AXON Flex On-Officer video capture device.
- Evangelizes EVIDENCE.COM and TASER video capture solutions.
- Evangelizes Cloud Computing and Software As A Service (SAAS) to the Law Enforcement, Federal, and Military Markets.
- Supporting TASER's Weapons and Video Evidence Sales teams in pre-assessment and closure of business opportunities.
- ▶ Engaging with technology decision makers (Chiefs of Police, Command staff, Sheriffs, Directors of IT) through technical sales presentations, solution demonstrations, technical workshops, competitive displacement, and exploratory discussions.
- Assisting in RFP/RFI responses.
- Development of custom Video Evidence solutions that do not exist within present product offering to customer's requirements and objectives.
- Documented customer feature requests and issues, providing feedback to sales and product management.
- Presenting TASER's technical & business value proposition at industry events.
- Transfer of industry, technical, and product knowledge to customers and colleagues.
- Proactive planning to prevent post sales issues that shorten time to revenue.
- Close interaction with product and project management to ensure development coincides with the growing needs of the customer.
- Conducting customer site assessments. This includes network, electrical, and physical assessments.
- ▶ Sole sales engineer providing pre-sales support to entire domestic and international sales teams.

## System Deployment Engineer

BroadSoft - January 2008, June 2009

- Ensure the successful installation, integration, and deployment of our products in customer environments while maintaining quality and superior customer satisfaction.
- Provide technical training and product overview.
- Execute an Acceptance Test Plan with a customer representative.
- Correspond with sales engineering and product management during the installation phase.
- Identify design issues, create problem reports, and follow up with customer for resolution.
- ▶ Coordinate and execute customer upgrades.

#### **Network Operations**

Primus Telecommunications - January 2004, December 2007

NOC Monkey

## **Network Operations Specialist**

Sprint - January 2000, January 2003

## **Tech Support**

RCN - January 1998, January 1998

## Charles W. Foster II

## (602)571-3432

## cfoster@taser.com

## **Career Objective**

Seeking a responsible position with a world class organization that will allow me to utilize my vast experience and training

#### **Professional Profile**

- Provided subject matter expertise for customer and technical support to law enforcement agencies and Military for advanced TASER products. This included product maintenance, problem-solving, trouble-shooting, and implementing proactive procedures and systems
- Recognized and sought after expert in problem-solving and troubleshooting advanced technical products
- Initiated customer and technical support practices across technical and product areas
- · Planned, organized and implemented proactive procedures on advanced TASER systems
- Managed training and supervision of customer and technical support personnel
- Led 41 Military Police soldiers and 1 Combat Medic during combat operations in Kabul, Afghanistan

## **Professional Experience**

## TASER International, Scottsdale, AZ Professional Services Manager

08/2014 – Present

- Contributes recommendations to strategic plans and reviews, prepares and completes business plans, implements best practices for all TASER CEW and AXON products
- Maintain contact with customers, visits operational environments, conducts training, benchmarks best practices, and analyzes information and applications
- Studies, evaluates and re-designs Professional Services programs related to TASER CEW and AXON products
- Provides a level three support resource and technical advice to resolve issues related to all TASER CEW and AXON products as well as diagnosing client network problems

# Appointment-plus, Scottsdale, AZ Major Account Manager

05/2012 - 8/2014

- Responsible for maintaining high level of major account retention by providing world class customer service
- Research and compile major account information and recommend standardization and functionality to client
- Coordinate with high level executives to facilitate account upgrades and grow Enterprise solutions
- Serve as liaison between major account clients and internal departments to include sales, client services, information technology and accounting
- Research, compile and reconcile critical major account information in order to maintain good standing with client base

## Employbridge, Inc., Phoenix, AZ Account Manager

03/2010 - 05/2012

- · Secure new accounts and expand business in existing accounts
- Prepare and present proposals to prospects and clients
- Develop and expand network of community contacts to maximize business development opportunities
- Cooperate with and engage support of operations staff to assure business is serviced successfully
- Meet and exceed monthly sales quotas
- Demonstrate the company core values, operating principles and service differentiators
- Document and maintain accurate information in database

## National Field Services Manager

- Oversaw the scheduling and training of all support personnel
- Directed field service personnel who performed on-site routine services including installation, maintenance and repair
- Trained, motivated, counseled and monitored the performance of all customer and technical support department staff
- Managed all support personnel to ensure that customers are retained, satisfied and that their needs are fulfilled
- Managed resources to achieve service goals and assigned work schedules to ensure quality and timely delivery of service
- Instructed TASER Technicians Course to Law Enforcement and Military agencies Worldwide
- Developed new prospects and interacted with existing customers to increase sales of products and/or services

## Military Experience

## United States Army Reserve, Mesa, AZ First Lieutenant, Platoon Leader

7/2010 - Present

- Responsible for designing, executing and evaluating training exercises to ensure platoon can fulfill its mission
- · Develop the management and leadership abilities of junior Non-Commissioned Officers
- Command, direct and lead military police units in both tactical and peacetime environments
- Prepare plans, policies and regulations pertaining to organization, training, operations and equipment of military police units and personnel for both combat and law enforcement operations
- Coordinated and implemented security parameters in collaboration with multiple foreign embassies, foreign militaries, governmental and non-governmental agencies located in Kabul, Afghanistan
- Liaison to base commander for a Forward Operating Base located in Kabul, Afghanistan for all base defense and force protection matters

Education	DeVry University, Phoenix, AZ B.S., Network and Communications Management	
	U.S. Army Officer Candidate School, Fort Benning, GA	03/2011
	U.S. Army Military Police Basic Officer Leaders Course, Fort Leonard Wood, MO	08/2011
Accomplishments	Awarded TASER CEO Award for Excellence twice	
	Awarded Bronze Star Medal	
	Increased sales over 200% from previous quarter within first 90 days	
	Achieved highest all-time Monthly Recurring Revenue in first 30 days	

# City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

# **Travel Costs**

Travel costs are included in the Professional Services package costs.

# **Facility and Other Requirements**

The FLPD should designate a Project Manager and an IT point of contact to oversee the project and facilitate communication with TASER implementation staff. The FLPD will also need to select an Evidence.com Super Administrator. This role does not differ from other Administrator accounts setup within the agency - it is simply the first account that is required to be set up for a new agency.

# **On-Site Resources**

TASER will need a room dedicated to the training process while on-site. The room will need to be equipped with sound/AV equipment, a projector, and internet connectivity. For the User/Admin trainings, if a computer lab is available, that would be preferred if it can accommodate the aforementioned equipment.

# **Architectural Plan**

The Evidence.com VMS is a multi-tenant hosted web-based cloud service based on a modern micro service architecture including a dynamic web application for evidence management and optional mobile applications for iOS and Android. The cloud service uses a variety of technologies including modern data storage systems (SQL and NOSQL based), cloud object storage, cloud compute resources, and various security tools and technologies. Evidence.com also offers a secure API platform for custom application integration and federated authentication and user management using standards-based protocols (SAML). All content stored within Evidence.com is encrypted in motion and at rest.

Evidence.com is a cloud-hosted digital evidence management solution provided as a service (SaaS) application. It is horizontally scalable and can elastically adapt to accommodate any traffic volumes. Internally, the solution uses a service oriented architecture where functionality is provided by discrete compassable services that can run on one or many servers. This allows individual components to scale to handle changes in traffic volumes.

Software is included in the purchase of Evidence.com licenses.





Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

## **Software**

Evidence.com

Evidence.com is a source-agnostic digital evidence management system, allowing for digital evidence of any kind such as digital images, digital audio files, etc. Evidence.com and Evidence Sync both have UI/UX interfaces for direct upload of any digital content from a user's computer.

- Evidence Sync
  - TASER's Evidence Sync software client allows connectivity to Windows based Mobile Data Terminals (MDT), Mobile Data Computers (MDC), or desktop computers. Using a USB cable, the Axon camera can be connected to any of the listed devices, allowing for annotation of captured videos with metadata, upload, and charging. Evidence Sync is provided freely to customers.
- Axon Mobile Application Suite: Axon View and Axon Capture

**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 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.

## Hardware

- Axon cameras, mounts and cables
   The Axon on-officer video system functions as the capture device. All videos are captured as MP4 files and should be playable in most if not all video players.
- Axon Docks

The Axon Dock serves as the charging and upload station for the Axon camera. The docks terminate directly into the local LAN, then securely route over the Internet to Evidence.com.





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# **Hardware and Software**

Axon hardware delivers a full turn-key-solution and is specifically designed to meet the needs of law enforcement. TASER is the sole manufacturer of the Axon and Evidence.com product lines and does not to depend on third party components and third party support.

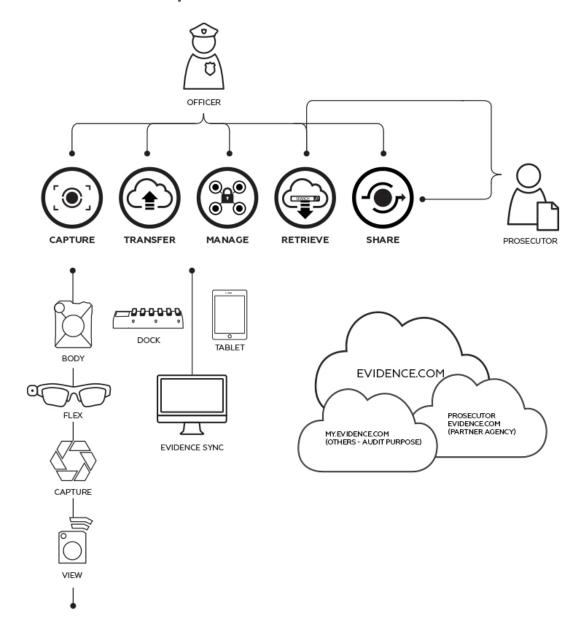
Item	Description
Hardware	
Axon Flex 2	POV camera
Axon Flex 2 Controller	PS and control unit for Axon Flex system
Axon Flex 2 Mounts	Variable mounting options for Axon Flex system
Axon Flex 2 Cable	P1-P1 cable to connect Axon Flex DVR to Axon Flex Controller
Axon Flex 2 Controller	
Holster	Variable holster options to mount Axon Flex controller to Officer's body
Axon Body 2	2nd Gen of Axon's single-piece BWC system
Axon Body 2 Holster	Variable holster options to mount Axon Body 2 to Officer's body
	USB-P1 cable to connect Axon Camera Systems to Personal
Data/Power Cable	Computer/MDCs to manage Data or Charging Axon Flex Controllers
	Docking stations to Upload BWC Videos to Evidence.com and charging
Axon Dock	batteries automatically. Each Axon dock may have up to 6 docking bays
Software	
	Evidence.com is a cloud-hosted digital evidence management solution provided as a service (SaaS) application. It is horizontally scalable and can elastically adapt to accommodate any traffic volumes. Internally, the solution uses a service-oriented architecture where functionality is provided by discrete compassable services that can run on one or many servers. This allows individual components to scale to handle changes in traffic volumes.
Evidence.com Evidence Sync	The application is designed to support uploads from multiple users, devices, and locations, simultaneously from thousands of agencies across the United States. It is also possible for concurrent users to access the same video at the same time  Software to allow secure Data upload from Personal Computer/MDCs to Evidence.com





# Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

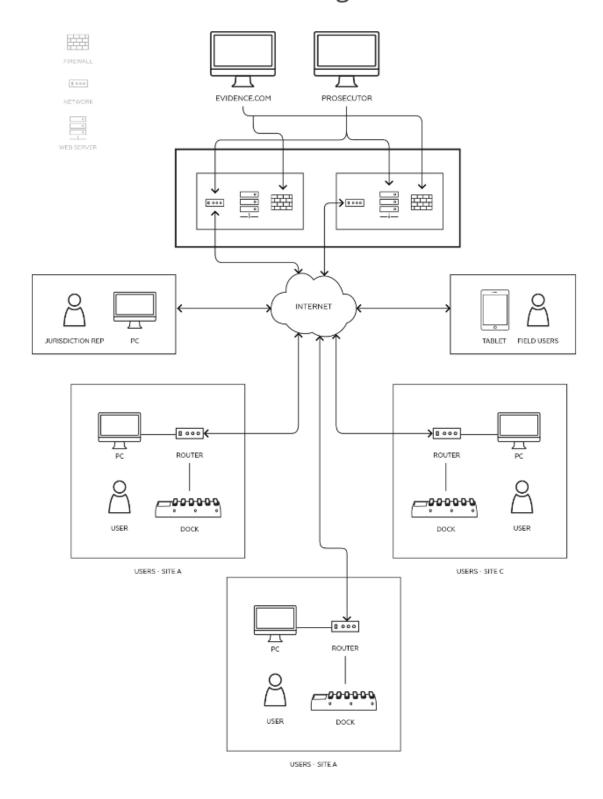
# **Axon Solution Map**







# **Evidence.com Solution Diagram**







# City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

# **Continuity of Operations/Disaster Recovery Plan**

TASER International maintains disaster recovery procedures and business continuity plans for Evidence.com. Due to the distributed nature of the application, infrastructure and data, traditional disaster recovery tests from media are not performed as the redundant operations and geographically distributed hardware are continuously tested in the course of normal business operations. Business continuity plans are tested in a table-top setting on a periodic basis.

In the event of a disaster, the system will failover automatically to the secondary site and provide uninterrupted service to customers, providing uninterrupted access during disaster events. Data centers offer world-class security, system protection, employ backup power, climate control, alarms, and seismic bracing.

All data and systems are stored in the United States and are replicated between two data centers. In the event of a disaster, the system will failover automatically to the secondary site and provide uninterrupted service to any customer system. This provides uninterrupted access during disaster events.

# **Information Security Policies - Cloud Hosting Policy**

# **Security Compliance Certification**

TASER deploys a comprehensive Information Security Program (ISP) to provide for the confidentiality, integrity and availability of all customer data in Evidence.com. Security is integrated throughout TASER International's products, development processes and corporate culture to ensure the security of data and maintain trust with customers. Our security program includes frequent penetration tests, static code analysis, white box testing, and designing of solutions that provide PKI-based end-to-end encryption with digital authenticity and integrity signing.

The Evidence.com Information Security program is compliant with the defined requirements of ISO/IEC 17021:2011 and ISO/IEC 27001:2013, and is rigorously reviewed and audited to ensure compliance with the CJIS Security Policy.

Evidence.com will allow the FLPD to configure granular role-based access controls to ensure only authorized individuals can view and perform authorized actions on FLPD data.





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Evidence.com supports customer single sign-in (SSO) and account registration over Security Assertion Markup Language (SAML) to enable integration into existing FLPD identity services.

# **Security Features**

Additionally, Evidence.com provides many security features and capabilities to enable customers to secure digital evidence including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication (MFA) options are also configurable for user login and prior to administrative actions. MFA can use a one-time code via SMS or phone call-back to provided phone numbers. Evidence.com requires two-factor authentication for all system administration access and many has features to provide robust access control. Administration is performed over a secured VPN connection.

Passwords for system and application administration requires nine character passwords and contain at least three of the four character categories (Upper letter, Lower letter, Number, Symbol). Step-up authentication is performed using a one-time, 6-character code delivered out-of-band to a previously authenticated device.

Evidence.com safeguards the integrity and authenticity of digital evidence. Features ensure evidence meets chain-of-custody requirements and authenticity can be proven to be authentic and free from tampering in the following ways:

- Forensic fingerprint of each evidence file using industry standard SHA hash function. Integrity is validated before and after upload to ensure no changes occurred during transmission.
- Full tamper-proof audit records are created in real-time and available for FLPD review and monitoring. The evidence logs capture the when, who and what for each evidence file. These records cannot be edited or changed, even by account administrators.
- Original evidence files are never altered; even when derivative works (video segments) are created.
- Deletion protection, including deletion approval workflows, deletions notification emails, and a deletion remorse period to recover accidently deleted evidence files.





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# **Access to Client Data**

All customer access to data is controlled at layer 7 of the OSI model within the web application interface over HTTPS. Additionally, Evidence.com enables FLPD to control access at layer 4 of the OSI model by establishing IP whitelisting to define and limit the IP ranges in which an FLPD user may access Evidence.com. TASER International also protects Evidence.com at layer 4 by blacklisting known malicious IP addresses. TASER International protects and controls access on behalf of all Evidence.com customers at layer 3 of the OSI model. Customer data is uniquely identified and marked to ensure appropriate segregation of customer data.

To protect the web application, TASER International deploys a web application firewall (WAF) to actively protect against threats in real-time. Additionally, TASER International performs at least quarterly penetration testing of Evidence.com. Penetration testing includes testing to ensure customer data segregation is maintained and not commingled.

# **Encryption**

All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256 bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256 bit AES.

# **Disaster Recovery and Continuity Plan**

TASER has designed Evidence.com to be highly scalable and extremely resilient. Evidence.com customer data is stored within data centers located in Boydton, VA and Des Moines, IA. Each data center offers world-class security and system protection. All data centers employ backup power, climate control, alarms, and seismic bracing.

In the event of a disaster, the system will failover automatically to the secondary site and provide uninterrupted service to customers, providing uninterrupted access during disaster events.

The application's highly resilient architecture and application delivery is supported by the Service Level Agreement established with TASER International's customer base.





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TASER maintains a Business Continuity Plan that encompasses Evidence.com operations and resiliency capabilities. This plan is reviewed periodically and is ISO 27001certified.

Design, development and maintenance of Evidence.com is performed by TASER personnel within authorized facilities. These facilities are included in scope TASER's International Information Security Program. Design, development and maintenance are only performed in the United States. FLPD data stored within Evidence.com will remain in the United States.

TASER has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. TASER does not outsource the development of Evidence.com and development resources are assigned and dedicated to the on-going development, quality and security of the product.

# **CJIS Compliance**

TASER acknowledges and abides by all aspects of the CJIS Security Addendum, and we are contractually committed to meeting CJIS, as the CJIS Security Addendum is included by reference into the Evidence.com Master Services Agreement.

All TASER CJIS-authorized personnel are required to complete CJIS security training in compliance with the CJIS Security Policy. TASER uses 'CJIS Online' from Peak Performance Solutions to conduct and coordinate CJIS-specific security training. TASER personnel training records are available to customers within the CJIS Online system. Any additional FLPD-specific security awareness training can be conducted as required.

In addition to security awareness, training, TASER CJIS-authorized personnel have undergone state and federal fingerprint based checks in certain states. TASER is prepared to coordinate with FLPD to ensure that all TASER CJIS-authorized personnel undergo checks in alignment with the requirements of the FLPD.

TASER's CJIS compliance status has been validated independently by CJIS ACE and the underlying security program is audited on at least an annual basis by an additional third party as part of TASER's ISO 27001program.





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# **Risk Detection**

Evidence.com employs advanced detection and analysis capabilities of system events. This includes automated detection and alerts for unusual activity or attacks.

TASER International maintains a robust information security program designed to provide a high level of protection against current and emerging threats. This includes logging all access to evidence data and systems, and robust evidence audit reports within Evidence.com.

The Evidence.com infrastructure utilizes a multi-tier design that segregates the database tier from web and application tiers using firewalls and network ACLs. Evidence.com utilizes host-based firewalls on all applicable systems. Host based IDS & AV are deployed on applicable systems.

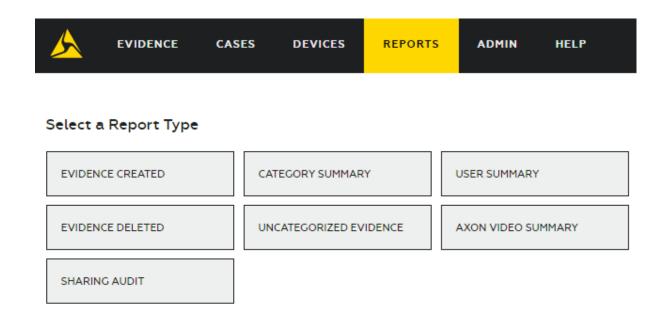




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# **Reports**

Evidence.com allows administrators and those with the reporting permission to generate reports showing Evidence.com utilization. These options can help your agency turn that data into valuable answers to ensure your Evidence.com account is providing you with the flexibility and utility your agency deserves. Evidence.com has pre-set categories; however, agencies can add customized categories based on Agency guidelines and protocols.



# **Report Types**

- **Evidence Created** Lists all evidence on your agency's account in order of when the data was created. It also lists all associated metadata attached to those pieces of evidence.
- **Evidence Deleted** Lists all evidence deleted and associated metadata on your agency's account in order of when the data was deleted. This report will give better monitoring of automated deletions and help ensure a proper retention policy is in place.
- Category Summary Lists the current count of total files and file size in megabytes (MB) for each category as well as the percent of files assigned to that category.





Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

- Uncategorized Evidence Lists users with uncategorized evidence assigned to them. A second tab on the export lists every piece of uncategorized evidence and includes the owner information, evidence title, date recorded, and link to the evidence.
- User Summary Lists total files and file size in MB, broken out by owner of the evidence. The counts are further broken out by evidence type, active, and deleted evidence.
- Axon Video Summary Lists usage metrics on Axon videos uploaded to your agency. The first tab is a summary of Number of videos, hours, and MB uploaded. The second tab breaks out uploads by the specified grouping: Day, Month, or Year.
- Sharing Audit Report The Sharing Audit report exports a list of all user actions related to sharing evidence and cases to a CSV file. You can specify the date range for the report.

A report can take minutes to several hours to generate, depending on the size of the report. To run a report, you must be allowed the Generate Reports permission. You can download reports either by visiting the Reports page or by the download link in a notification email. Completed reports are available from the Download Queue section of the Reports page. If you have permission to run reports, you can download reports that any user has run.

Evidence.com reports are spreadsheets in an XLSX file format, which can be opened by many spreadsheet applications. Reports include all relevant metadata for the items included in the report. Using the Microsoft Excel pivot table function, you can group evidence by any of the fields, such as owner or badge ID, to get a better understanding of individual officer usage or certain category retentions over a given period of time.

# **Exporting Evidence Search Results for Reports**

You can export the results of an evidence search as a list in PDF, Excel, text, or CSV format using data from the following search filters.

## **Evidence Search Filters**

- **ID** Limits search results to evidence whose ID includes the characters you enter in the ID box. For more information, see Text Search Details.
- **Title** Limits search results to evidence whose title includes the characters you enter in the Title box. For more information, see Text Search Details.





# Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 **Technical Proposal**

- **Category** Limits search results to evidence that is assigned to the category that you select. By default, search results include evidence assigned to any category, including uncategorized evidence.
- **Date** Limits search results by either the recorded, uploaded, or deletion date of evidence, as selected. You must also specify a date range by using the From and To boxes, else the search is not limited by date range. Search results are inclusive of the dates specified.
  - 1. From The start of the date range. If the From box is empty, the date range begins with the earliest possible date.
  - **2. To** The end of the date range. If the To box is empty, the date range ends with today.
- **File Type** Limits search results to the file type selected. By default, search results include all file types.
- **Owner** Limits search results to evidence owned by the user specified. To specify the user, click in the Owner box, start typing the name of the user, wait for the system to show the matching users, and then click the user you want.
- **Uploaded By** Limits search results to evidence uploaded by the user specified. To specify the user, click in the Uploaded By box, start typing the name of the user, wait for the system to show the matching users, and then click the user you want.
  - **Status** Limits search results to evidence whose status matches the status selected. By default, evidence searches are limited to evidence with a status of Active.
- Tag Limits search results to evidence whose tags includes the characters you enter in the Tag box. For more information, see Text Search Details.
- **Group** Limits search results to evidence owned by members of the group specified. To specify the group, click in the Group box, start typing the name of the group, wait for the system to show the matching groups, and then click the group you want.
- **Flagged** Limits search results to evidence whose flag status matches the flag status selected.

Users can generate reports using the current version of the following browsers:

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





# City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

# **Evidence.com Partner API**

The Evidence.com Partner API provides a programmatic means to access the data in your Evidence.com agency. By developing API-compliant client software or using third-party client software, you can use the Partner API to integrate your Evidence.com agency with other systems. An API client can request create, read, update, and delete operations on a variety of data resources such as reports.

By using the Partner API, you can address your agency's specific operational needs.

The API provides the means to achieve customized ends, such as Customized Reporting. When your agency needs to audit user behavior for policy compliance, such as timely application of critical metadata, the Evidence.com dashboard and reports may not support the precise need. Through the Partner API, you can retrieve the necessary user and evidence data and provide it to the application or system that will perform custom analysis in support of your policies.





# City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

# **Return Policy**

## **Return Material Authorization Procedure**

The Return Material Authorization (RMA) department is located at the TASER International Headquarters in Scottsdale, Arizona, USA. The RMA department prioritizes returned products for analysis and/or repair on a First-In-First-Out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 14 calendar days from receipt of the returned product.

Agencies are required to submit a request for repair/replacement via the TASER RMA website and are responsible for all shipping costs (unless already agreed upon in advance). Upon receipt of them item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at TASER's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or extended warranty policy.

# **Standard Manufacturer 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. 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.

# **Extended Warranty**

There are extended warranties available, which will cover the hardware for 3 years total (1 year manufacturer's warranty plus 2 years extended).

# The TASER Assurance Plan (TAP)

The TASER Assurance Plan (TAP) includes the extended warranty coverage described above, as well as spare products and upgraded models at the end of the TAP Term. The TASER Assurance Plan (TAP) is bundled into the purchase price of the Ultimate and Unlimited Plan Evidence.com licenses. The TAP includes Axon camera upgrades every 2.5 years, TASER's extended warranty and spare cameras.





Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 **Technical Proposal** 

The TASER Assurance Plan (TAP) includes the extended warranty coverage described in the current hardware warranty, as well as spare products and upgraded models at the end of the TAP Term. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites. You may not have both an optional extended warranty and TAP on Axon products.

# **Software Upgrades and Updates**

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.

TASER's Cost Proposal (provided under separate cover) includes options for the TASER Assurance Plan warranty coverage.

Please see the TASER Master Services and Purchasing Agreement included in Tab 8b, which outlines the full terms and conditions of the standard manufacturer warranty, extended warranty and TASER Assurance Plan.





# City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 Technical Proposal

# REFERENCES

## **BEGIN CONFIDENTIAL INFORMATION**

# 1. Orange County, FL Sheriff's Office

2500 W. Colonial Dr. 1st Floor Orlando, FL 32804

Vicki Bickford, (407)254-7270 ext. 70798, Vicki.Bickford@ocfl.net

- Date: March 2015 November 2015 (Trial through deployment)
- Total / Type of camera used: 660 Axon Flex cameras
- Currently storing data per year: Unlimited Storage
- Date cameras were deployed: August 2015 Total cost of the project
- Contract amount: \$3.3mm over five years

# 2. Broward County, FL Sheriff's Office

2601 W. Broward Blvd Ft Lauderdale, FL 33312

Sergeant Kevin McClure, 954-831-8741 (Desk), Kevin\_Mcclure@sheriff.org

- Date: March 2016-September 2016 (Trial to Deployment)
- Total / Type of camera used: Up to 1,500 Axon Body 2 cameras
- Currently storing data per year: 17TB per year is the average
- Date cameras were deployed: September 2016
- **Contract amount**: \$5.7mm over five years

# 3. Pasco County, FL Sheriff's Office

20101 Central Blvd Land O' Lakes, FL 34637

Lt. Robert Gartnberg, (813) 235-6180, rgartenberg@pascosheriff.org

- Date: August 2014-March 2015 (Trial through phased deployment)
- Total / Type of camera used: 415 Axon Flex cameras
- Currently storing data per year: Unlimited Storage
- Date cameras were deployed: December 2014
- Contract amount: \$2mm over five years

## **END CONFIDENTIAL INFORMATION**





# M/WBE PARTICIPATION / SUBCONTRACTORS

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

TASER is not a certified minority business enterprise. TASER makes all good-faith efforts to research and acquire MBE / WBE firms, subcontractors, consultants and employees as needed to successfully complete our projects. Because TASER is the sole manufacturer of the Axon and Evidence.com product lines, it has not been a necessity to hire outside entities or subcontractors.

Since TASER performs every portion of the system implementation as well as ongoing support, this methodology will add simplicity to the execution of your program, as you will only need to work with one vendor to get your entire system up and running. This adds value and cost benefits to your project and department due to the consistency of one company successfully managing and coordinating your project.

# **SUBCONTRACTORS**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

We (TASER) are the sole manufacturer of the Axon and Evidence.com product lines and therefore do not subcontract outside entities.





# **Bid Bond**

N/A

### CONTRACTOR:

(Name, legal status and address)
TASER INTERNATIONAL, INC.
17800 North 85th Street
Scottsdale, AZ 85255

#### SURETY:

(Name, legal status and principal place of business) ARCH INSURANCE COMPANY 300 Plaza Three Jersey City, NJ 07311-1107

#### OWNER:

(Name, legal status and address)
CITY OF FT. LAUDERDALE, FL
Finance Department / Procurement Services Division
100 N. Andrews Ave., Room 619, Ft. Lauderdale, FL 33301-1016

BOND AMOUNT: Thirty Thousand and 00/100 Dollars (\$ 30,000.00)

# PROJECT:

(Name, location or address, and Project number, if any)
Wearable Body Cameras (Cameras), a Digital Evidence Management System (System), and the accessories and ancillary components.

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any: N/A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

19th

day of October, 2016

	TASER INTERNATIONAL, INC	D.,	
	(Principal)		(Seal)
(Witness)	(Title)		
Jeni Rombuel	ARCH INSURANCE COMPANY	4	Z61 1)
(Witness) Jeni Bromberek	- Suren Marino	Japen	(Seal)
9	(Title)	Marina Tapia, Attor	ney in Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County	of,	<u>Los</u>	A	ng	e	es

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

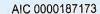


I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

of Notary Public



# THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

# **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

dward C. Spector, James Ross, KD Conrad, Marina Tapia, Simone Gerhard, Tom Branigan and Tracy Aston of Los Angeles, CA

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

Printed in U.S.A.

CAM 17-0639 Exhibit 4 Page 98 of 135

00ML0013 00 03 03

Page 1 of 2

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19<sup>th</sup> day of May, 2016.

Attested and Certified

Arch Insurance Company

CORPORATE SEAL 1971

David M. Finkelstein, Executive Vice President

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS

#### COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

HELEN SZAFRAN, Notary Public

City of Philadelphia, Phila. County

My Commission Expires October 3, 2017

Helen Szafran, Notary Public My commission expires 10/03/2017

## CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 19, 2016 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_\_day of \_\_\_\_\_\_.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

# PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



00ML0013 00 03 03

Page 2 of 2

Printed in U.S.A.

#### **BID/PROPOSAL CERTIFICATION**

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) TASER International, Inc.

Address: 17800 N. 85th Street

City: Scottsdale

State: AZ

Zip: 85255

Telephone No. 800-978-2737

FAX No. 480-905-2000 Email: contracts@taser.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 4-8 weeks ARO Total Bid Discount (section 1.05 of General Conditions): TASER's proposed pricing includes various discounts on each of the quotes included in the cost proposal. In order to remain compliant with the bid/proposal instructions, percentage discount amounts are included on page 2 of the separate, sealed Cost Proposal and the discounted dollar amounts are reflected in each quote.

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions):

MBE N/A WBE N/A

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	10/03/2016	3	10/18/2016	5	10/27/2016
2	10/14/2016	4	10/26/2016	<u> </u>	10/28/2016

<u>VARIANCES</u>: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

#### Please see the attached exceptions on the following page.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:	$\Lambda$
Josh Isner	Clothen
Name (printed)	Signature
October 27, 2016	EVP, Global Sales
Date:	Title

# ADDENDUM NO. 1 through 5

RFP/ ITB No. 766-11825
TITLE: Integrated Body Worn Cameras and Digital Evidence Management
System

ISSUED: 10/28/2016

This addendum is being issued to make the following change(s):

- 1. Bid Bond has been set to \$30,000 (see section 1.3 of the RFQ).
- 2. Attachment-A has been modified and latest version added on 10/27/2016.
- 3. The opening date has been changed to 11/04/2016 at 2 P.M.

All other terms, conditions, and specifications remain unchanged.

Adam Makarevich
Procurement Specialist II

Company Name: TASER International, Inc.

(please print)

Bidder's Signature:

Date: October 28, 2016

October 24, 2016

City of Fort Lauderdale Procurement Services Division Room 619, City Hall 100 North Andrews Avenue Fort Lauderdale, Florida 33301 Attn: Adam Makarevich

RE: REQUESTED EXCEPTIONS TO CITY OF FORT LAUDERDALE SOLICITATION 766-11825 FOR INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE MANAGEMENT

Dear Mr. Makarevich:

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. Introduction to Request for Qualification. Section 1.17

TASER respectfully requests that the second paragraph of this section be amended as follows: The City of Fort Lauderdale shall be given notice 3040 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Respondents to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

## 3. Scope of Services. Section 2.14(e)

TASER respectfully requests that this section be amended as follows: FLPD will not pay annual maintenance or support fees in advance of services being provided. In the event the Contract is terminated, the Successful Proposer will issue a refund of any prepaid amounts on a prorated basis. Maintenance and support should be provided to FLPD at no change for a period of one (1) year after Final Acceptance by FLPD.

## 4. Special Terms and Conditions. Section 3.1.

TASER respectfully requests that the last paragraph of this section be amended as follows: The Successful Proposer represents and warrants to FLPD that the proposed system is free from defects and will function and perform as represented by the Successful Proposer. The Successful Proposer warrants the fitness of the proposed system to meet FLPD requirements as reflected in Successful Proposer's response to Attachment A, - Functional and Non- Functional Requirements. A breach by the Successful Proposer of this provision of the Contract, that remains uncured by the Successful Proposer for thirty days after notification from FLPD, may result in termination for cause and the Successful Proposer shall return to FLPD all amounts paid under the Contract within five business days of notification of breach by FLPD.

# 5. Special Terms and Conditions. Section 3.9.

TASER respectfully requests that this section be amended as follows:

The title and risk of loss of the hardware/software shall not pass to the City or any participating agency and any/all system parts listed herein until they actually receive, take possession and accept of the goods at the point or points of delivery. In the event any hardware arrives damaged or defective, the Successful Proposer will repair or replace such hardware at no cost to the City. All products furnished hereunder shall be delivered free on board (F.O.B.) FLPD facility destination.

Best Regards,

Alissa McDowell Contracts Manager amcdowell@taser.com 480.905.2038

alina Melbuell



# MASTER SERVICES AND PURCHASING AGREEMENT

# between

TASER INTERNATIONAL, INC.

and

Ft. Lauderdale Police Dept. - FL

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 Ft. Lauderdale Police Dept. - FL, (**Agency, Party** or collectively **Parties**) having its principal place of business at 1300 W. BROWARD BLVD, Fort Lauderdale, FL, 33312, is entered into as of December, 31, 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 # Q-87708 (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 <u>Term.</u> This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.
  - 1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.
  - **1.2 Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

## 2 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

- **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.
- **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.
- 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.

**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 <a href="www.taser.com/support">www.evidence.com</a>, 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.
- **Product Warnings.** See our website at <a href="https://www.TASER.com">www.TASER.com</a> for the most current product warnings.
- **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.
- **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.
- 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.
- 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.

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 <u>Termination</u>.

- **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.

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

site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.

AGENCY:

ATTN: Contracts 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.	Ft. Lauderdale Police Dept FL
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
	FL, 33312

Email: contracts@taser.com

Attn: Contracts

#### Evidence.com Terms of Use Appendix

- 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.
- 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 <u>Evidence.com Data Security</u>.

- 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.
- **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.

- 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.
- 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.
- 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.
- **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.
- **Software Services Warranty**. TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER

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

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

# Professional Services Appendix

- **Scope of Services.** The project scope will consist of the Services identified on the Quote.
  - **1.1.** The Package for the Axon and Evidence.com related Services are detailed below:

#### System set up and configuration

Setup Axon® Mobile on smart phones (if applicable).

Configure categories & custom roles based on Agency need.

Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.

Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).

One on-site session Included

#### **Dock installation**

Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency.

Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.

On site Assistance Included

#### **Dedicated Project Manager**

Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.

#### Weekly project planning meetings

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.

#### Best practice implementation planning session—1 on-site session to:

Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.

Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.

Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments.

Recommend rollout plan based on review of shift schedules.

#### System Admin and troubleshooting training sessions

2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

#### Axon instructor training

Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

#### End user go live training and support sessions

Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.

#### Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

#### Post go live review session

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

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

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

# TASER Assurance Plan Appendix

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

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

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

#### 4.1. TAP Axon Camera Upgrade Models.

- **4.1.1.** If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.
- **4.1.2.** If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- **4.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.
- **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
  - **5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
  - **5.2.** TASER will not and has no obligation to provide the free Upgrade Models.
  - **5.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
  - **5.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

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

#### Service Level Agreement Appendix

This Service Level Agreement (**SLA**) is a policy governing the use of the Evidence.com™ Service offerings.

**Service Commitment**. Apart from maintenance described in Section 2, TASER will use reasonable efforts to make the Service Offerings available 99.9% of the time 7 days per week on a 24-hour basis.

#### 2 <u>Maintenance</u>.

- 2.1 Scheduled maintenance will take place according to our prevailing routine maintenance schedule. Routine maintenance is currently scheduled on the fourth Tuesday of each month from 7:00 am to 8:00 pm Pacific Standard Time. Maintenance periods may periodically result in the Service Offerings being unavailable. When possible, TASER will give notice 1 week prior to any changes to the maintenance schedule.
- **2.2** Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by TASER.
- **After Hours Emergency Support**. Evidence.com Help Desk are available at Help@EVIDENCE.com.

#### 4 <u>Response Times</u>.

Issue	Description	Targeted	Targeted
Classification		Response Time	Resolution Time*
Severity 1	<ul> <li>Business critical function is down</li> <li>Material impact to Customer's business</li> <li>No workaround exists</li> </ul>	As soon as possible, using reasonable commercial efforts	Less than 24 hours
Severity 2	<ul> <li>No workaround exists</li> <li>Business critical function is impaired or degraded</li> <li>There are time-sensitive issues that materially impact ongoing production</li> <li>Workaround exists, but it is only temporary</li> </ul>	1 Business Day	Less than 2 weeks
Severity 3	<ul> <li>Non-critical function down or impaired</li> <li>Does not have significant current production impact</li> <li>Performance is degraded</li> </ul>	1 Business Day	Mutually agreed timeframe based on prioritization.

<sup>\*</sup> Resolution time is a target, but may not be possible with all reported issues depending on circumstances.

**Backup**. TASER will administer system backup according to our prevailing backup plan. The Agency retains rights to all Agency Content and user data contained in the backups in

accordance with this Agreement. The Service Offerings will alert the Agency Administrator(s) of upcoming scheduled evidence deletions within the system and the Agency Administrator(s) may delay deletion by either re-categorizing that evidence or by selecting the option to extend the retention period. Once evidence is deleted it is unrecoverable.

**Exclusions**. The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside TASER's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received, or any other data issues related to the communication or data received from or through the Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within TASER's direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from TASER's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement.

[DATE]

[FIRM ADDRESS]

#### **RE: Engagement for Expert Services**

Dear [FIRM]:	
This letter confirms our agreement that	("Firm") has retained TASER International,
Inc., and Bryan Chiles (collectively "Expert") to serve as a	n expert in connection with Firm's
representation of ("Client") in the [TITLE OF ACT	ΓΙΟΝ], pending in [COURT], (the
"Litigation")/[DISPUTE DISCRIPTION] (the "Matter"). The	purpose of this retainer agreement
("Agreement") is to outline the nature of the engagement expectations under this Agreement.	nt and the parties' responsibilities and

<u>Scope of Engagement</u>: Expert will provide expert witness services which may include: consulting; review of case documentation and additional research; preparation of expert reports; download analysis; full analysis; testimony at deposition and court proceedings. Expert agrees not to contact any represented parties other than through legal counsel.

<u>Confidentiality</u>: The Expert understands, agrees and accepts that it will be bound to maintain the confidences of the Client, as well as maintain the confidentiality of work product generated or compiled by Expert or Firm, under the terms and provisions which control the attorney-client privilege, the attorney work product protection, and all other applicable privileges of confidentiality which the Client or the Firm may hold under applicable federal or state law. Expert further agrees not to disclose any information, nor otherwise communicate, in any manner with any press, news, or entertainment media regarding the [LITIGATION/MATTER]. Expert further agrees to maintain the confidentiality of privileged and/or confidential records and information produced to Expert by the Firm and/or by the Client in relation to the [LITIGATION/MATTER].

Expert will promptly notify [FIRM] upon receiving a subpoena or any other official request seeking the production of documents, records or other information related to the engagement.

Expert agrees to return to the Firm all confidential information and/or all evidence, documents or materials provided to the Expert by the Firm or Client within ten (10) days of the Firm or Client's written request.

Compensation and Billing. Expert's hourly/fixed billing fees/rates and travel expenses are outlined in Exhibit A to this Agreement. Client agrees to pay Expert for services performed by Expert at the aforementioned rates and to pay Expert by check made payable to TASER International, Inc. Expert will submit monthly invoices to Firm for all services performed by Expert. Payment will be due within 30 days of the invoice date. Expert understands and agrees that Client is solely responsible for the payment of all fees and expenses and Firm has no liability for any portion of Expert's fees or expenses or any unpaid or disputed amounts.

<u>Conflicts of Interest</u>. Expert represents that TASER International, Inc. and Bryan Chiles have conducted a conflict of interest analysis and determined that no conflict exists that would impair Expert's ability to serve as an expert in this [LITIGATION/MATTER]. Expert agrees not to undertake during the course of

Expert's engagement with Client on the [LITIGATION/MATTER] any other engagement related to the [LITIGATION/MATTER] without the advance written consent of the Firm. Expert agrees to promptly notify the Firm if any conflict of interest should arise.

<u>Compliance with Laws</u>. Expert understands and agrees that all of Expert's services must be performed in compliance with all applicable laws, regulations and standards of professional conduct. Neither the Client, nor the Firm, authorizes, requires, requests, suggests, desires, or otherwise implies or permits that Expert should in any way violate or deviate from any applicable legal or ethical standard in performance of Expert's services in the [LITIGATION/MATTER].

<u>Term and Termination</u>. This Agreement will continue until the conclusion of Expert's services or until terminated by either party. Either party may terminate this Agreement for any reason upon 5 days written notice. Client will pay all outstanding balances within 30 days of any termination of this Agreement.

General Provisions. Both parties agree that this Agreement and all disputes arising hereunder will be governed by the laws of the State of Arizona without reference to conflict of laws principles. This Agreement constitutes the complete agreement of the parties on the subject matter covered herein and supersedes all prior or contemporaneous understandings, agreements, or representations, written or oral, of the parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. This Agreement may not be amended except by a writing signed by both parties and expressly declared to be an amendment or modification of this Agreement. In the event that any one or more of the provisions of this Agreement is unenforceable, the enforceability of the remaining provisions shall be unimpaired

The above terms and provisions are hereby accepted and agreed to by the following Expert and will be effective on the date of execution herein below.

	Sincerely,
	Bryan Chiles TASER International, Inc.
ACCEPTED AND AGREED to:	ACCEPTED AND AGREED to:
Ву:	Ву:
Bryan Chiles	[Name of Client Representative]
Date:	[Name of Client]
	Date:

# EXHIBIT A FEE SCHEDULE FOR EXPERT TESTIMONY Bryan Chiles TASER INTERNATIONAL, INC.

#### TASER® | Axon® Device Analysis and Report:

A TASER device analysis and standard report will be billed in accordance with TASER International, Inc.'s current Investigation fee schedule:

	Download Analysis	Full Analysis
M26	\$ 250.00	\$ 500.00
X26	\$ 350.00	\$ 700.00
X26 + TASER CAM	\$ 550.00	\$ 1,000.00
XREP	\$ 500.00	\$ 1,000.00
Х3	\$ 900.00	\$ 1,800.00
X2	\$ 600.00	\$ 1,200.00
X2 + TASER CAM HD	\$ 800.00	\$ 1,400.00
X26P	\$ 500.00	\$ 1,000.00
X26P + TASER CAM HD	\$ 700.00	\$ 1,200.00
TASER CAM	\$ 350.00	N/A
TASER CAM HD	\$ 350.00	N/A
AXON Camera	\$ 700.00	N/A
Expedite Fee	\$ 500.00	\$ 1,000.00

These fees are effective as of the revised date of this document. Please go to <a href="http://communities.taser.com/support/InvestigationForm?typ=LE">http://communities.taser.com/support/InvestigationForm?typ=LE</a> to submit a request for analysis and to see the most current fees.

#### **Additional Compensation:**

For work performed in addition to the standard analysis and report (e.g., reviewing additional case documentation, research beyond that needed for a standard analysis, generation of a Rule 26 expert report, testifying at trial or deposition) the hourly billing rate is \$200 per hour for time spent actively working on the matter regardless of location. Maximum \$1,600 per day bill rate. Travel time is billed at \$50 per hour, and idle time is billed at \$75.00 per hour, not to exceed \$600.00 per day. Travel expenses (including flights, rental cars, parking, lodging and meals) are to be reimbursed. Extended travel expenses due to delays in testimony (change fees, supplies, etc.) are also to be reimbursed.

#### **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

#### City of Fort Lauderdale Integrated Body Worn Cameras and Digital Evidence Management System | Bid 766-11825 **Technical Proposal**

## d. Local Preference Certification

TASER International, Inc. does not qualify for any of the local business preferences described on the following form.





#### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and furtl certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)	Not applicable to TASER.	Sec.2-199.2. A and a complete	copy of the City list of full-time	ed in City of Fort Lauderdale of Fort Lauderdale current you employees and evidence of of a formal request by the Ci	ear Business Tax Receipt their addresses shall be
	Business Name				
(2)	Not applicable to TASER.	Sec.2-199.2. A	copy of the B evidence of their	d in the City of Fort Lauderdal usiness Tax Receipt <u>or</u> a r addresses shall be provide	complete list of full-time
	Business Name				
(3)	Not applicable to TASER.	Sec.2-199.2. A	copy of the Bro	d in the City of Fort Lauderdal oward County Business Tax hal request by the City.	
(0)	Business Name	WWW.TO GAIGITA	ar days or a rom	ia roquest sy the only.	
(4)	Not applicable to TASER.	Ordinance No. (	C-12-04, Sec.2-	classification as defined in the 199.2. Written certification of the 199.2. Written certification of the 199.2.	
	Business Name			.a. roquosto, and on,	
(5)	Not applicable to TASER.	Ordinance No. (	C-12-04, Sec.2-	s classification as defined in the 199.2. Written certification of the 199.2. Written certification of the 199.2.	
	Business Name	William To Galletta	ar dayo or a rom	iai ioquosi sy ano ony.	
(0)	Not applicable to TASER.			ss as defined in the City of F loes not qualify for Local Pref	
(6)	Business Name	_			
BIDD	ER'S COMPANY: TASER Internati	ional, Inc.		11.	
AUTH	IORIZED COMPANY PERSON: Jo		Sales	CICNATIDE	10/24/2016
	N/	AME		SIGNATURE	DATE

#### **CONTRACT PAYMENT METHOD BY P-CARD**

#### THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you	prefer: Either is fine.
Master Card	
Visa Card	
Company Name: TASER International, Inc.	1
Josh Isner	12 de
Name (printed)	Signature
October 25, 2016	EVP, Global Sales
Dates	Title

# 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer	rights to the certificate holder in lieu of si	uch endorse	ment(s).		
PRODUCER Aon Risk Insurance Services W Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	West, Inc.	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	(866) 283-7122	FAX (A/C. No.): (800)	363-0105
			INSURER(S) AFFORDING	COVERAGE	NAIC#
INSURED		INSURER A:	Colony Insurance Co	ompany	39993
Taser International, Inc.		INSURER B:			
17800 N. 85th Street Scottsdale AZ 85255 USA		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 57006422600	64	REVIS	ION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR						EACH OCCURRENCE  DAMAGE TO RENTED PREMISES (Ea occurrence)  MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRO- JECT LOC OTHER:						PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS AUTOS AUTOS ONLY AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY ( Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER OTH- STATUTE ER  E.L. EACH ACCIDENT  E.L. DISEASE-EA EMPLOYEE  E.L. DISEASE-POLICY LIMIT
Α	E&O-Technology			E0407121 Cyber & Professional E&O	09/18/2016	09/30/2017	Per Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$75,000
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CE	RTIFICATE HOLDER			CANCELL	ATION		

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale FL 33301 USA SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Insurance Services West, Inc.

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## **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENO Aon	Risk Insurance Services N	west,			MED INSURED .ser Internati	onal, Inc.		· · ·
	YNUMBER Certificate Number: 5700	64226	5064					
CARRII				NAIC CODE	ECTIVE DATE:			
	OITIONAL REMARKS			1 12	2011/2 2711/2			
	ADDITIONAL REMARKS FORM M NUMBER: ACORD 25 FORM				e			
	INSURER(S) AFFO	RDIN	IG C	OVERAGE	NAIC#			
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ADE				w does not include limit in for policy limits.	formation, refer to	the correspond	ling policy on th	ne ACORD
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIM	ITS
	OTHER							
	X Retro Date 9/18/14							
-								
					_			

DATE(MM/DD/YYYY)

10/25/2016

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME:					
Aon Risk Insurance Services ( Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	s west, inc.	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105					
		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE			NAIC#		
INSURED		INSURER A:	Lexington Insuran	ce Company	19437		
Taser International, Inc.		INSURER B:					
17800 N. 85th Street Scottsdale AZ 85255 USA		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 5700642260	58	REVI	SION NUMBER:			
	POLICIES OF INSURANCE LISTED BELOW HA						

COVERAGES	CERTIFICATE NUMBER: 570064226058	REVISION NUMBER:

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAT HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested								
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
Α	Χ	COMMERCIAL GENERAL LIABILITY			028182385	12/15/2015	12/15/2016	EACH OCCURRENCE \$10,000,000
		X CLAIMS-MADE OCCUR			GL - Claims Made SIR applies per policy t	erms & condit	tions	DAMAGE TO RENTED Excluded PREMISES (Ea occurrence)
Α	Х	Occurrence Policy for Non-ECD			021391643			MED EXP (Any one person) Excluded
	Χ	Claims Made Policy for ECD Taser Only			GL - Occurrence			PERSONAL & ADV INJURY Included
	GEN	N'L AGGREGATE LIMIT APPLIES PER:			SIR applies per policy t	erms & condit	tions	GENERAL AGGREGATE \$10,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$10,000,000
	Х	OTHER:						
	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
		ANY AUTO						BODILY INJURY ( Per person)
		OWNED SCHEDULED						BODILY INJURY (Per accident)
		AUTOS ONLY AUTOS HIRED AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)
		ONLY AUTOS ONLY						
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE
		EXCESS LIAB CLAIMS-MADE						AGGREGATE
		DED RETENTION						
		DRKERS COMPENSATION AND IPLOYERS' LIABILITY Y / N						PER OTH- STATUTE ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT
	(Ma	andatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE
	DE	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT
DEG	DIDI	TION OF OPERATIONS / LOCATIONS / VEHICL	FC /A	2000	104 Addisional Borosalto Cobadula associ			40
		neral Liability Occurrence po	•					uj
			,	uu			· · - ·	

CERTIFICATE	HUI DEB	

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale FL 33301 USA SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE

AUTHORIZED REPRESENTATIVE

**CANCELLATION** 

Aon Rish Insurance Services West, Inc.

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4CORD



#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer r	rights to the certificate holder in field of su	cn endorse	ment(s).					
PRODUCER	<b>I</b>	CONTACT NAME:						
Aon Risk Insurance Services W Phoenix AZ Office		PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 36	3-0105			
2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA		E-MAIL ADDRESS:						
			INSURER(S) AFFORDING	COVERAGE	NAIC#			
INSURED		INSURER A: Twin City Fire Insurance Company						
Taser International, Inc.	Ī	INSURER B: Hartford Casualty Insurance Co 294						
17800 N. 85th Street Scottsdale AZ 85255 USA		INSURER C:						
	!	INSURER D:						
		INSURER E:						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER: 57006422606	1	REVISI	ON NUMBER:				

COVERAGES	CERTIFICATE NUMBER: 570064226061	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		3
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC  OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
В	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY			59 UUN ZM9776	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$1,000,000
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		59WEPE1196	09/11/2016	09/11/2017	EACH OCCURRENCE  AGGREGATE  X PER OTH-ER  E.L. EACH ACCIDENT  E.L. DISEASE-EA EMPLOYEE  E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	ORD <sup>*</sup>	01, Additional Remarks Schedule, may b	attached if more	space is require	d)	

CFR'	ΓΙFΙC	:ATF	: HO	LDER

#### **CANCELLATION**

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale FL 33301 USA SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE

AUTHORIZED REPRESENTATIVE

Aon Rish Insurance Services West, Inc.

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Department of State

I certify from the records of this office that TASER INTERNATIONAL, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on March 25, 2010.

The document number of this corporation is F10000001499.

I further certify that said corporation has paid all fees due this office through December 31, 2010, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of April, 2010

CR2EO22 (01-07)

OD WE

Kurt S. Arowning Secretary of State