

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF AMENDMENT

TO: Axon Enterprise, Inc.	ORIGINAL DATE ISSUED: September 27, 2020
17800 N 85 th Street	CONTRACT NO: 21-POL-R-293
Scottsdale, Arizona 85255	CONTRACT TITLE: Public Safety Video Surveillance Solutions

**THIS IS A NOTICE OF RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID
COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 21-POL-R-293 including any attachments or amendments thereto.

EFFECTIVE DATE: May 20, 2021

EXPIRES: February 21, 2024

RENEWALS: One renewal from February 22, 2024 to February 21, 2025

COMMODITY CODE(S): 05512

ATTACHMENTS:

Amendment No. 1, dated May 20, 2021

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Geoff Matthews

VENDOR TEL. NO.:

(513) 239-9452

EMAIL ADDRESS: gmatthews@axon.com

COUNTY CONTACT: Igor Scherbakov (POL – Systems
Management Division)

COUNTY TEL. NO.:

(703) 228-0709

COUNTY CONTACT EMAIL: isherbakov@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew **Title: Procurement Officer** **Date: May 20, 2021**

ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 21-POL-R-293
AMENDMENT NUMBER 1

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 21-POL-R-293 ("Main Agreement") dated September 27, 2020 between Axon Enterprise, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

1. Replace Exhibit A, Scope of Services in its entirety with the attached **Revised Exhibit A, Scope of Services**.
2. Section 3, **CONTRACT AMOUNT**, is replaced in its entirety to include additional items added in accordance with Attachment A - Axon Enterprise's Quote **Q-282396-44305.847CD**, as follows:

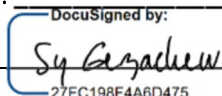
The County will pay the Contractor in accordance with the terms of the Payment section below in an amount that will not exceed \$3,726,736.00 during the Initial Term paid in annual installments as described in Exhibit C. Upon renewal for an additional one-year period, the County will pay the Contract in an amount that will not exceed \$640,200.00 during the Subsequent Contract Term. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

Additional goods and services will be billed at the rates set forth in Sourcewell Contract 010720-AXN unless otherwise agreed by both parties in writing through fully executed amendment to this Contract.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED: _____
DocuSigned by:
 SIGNATURE: 
27FC198F4A6D475...
 NAME: SY GEZACHEV
 TITLE: PROCUREMENT OFFICER
 DATE: 5/20/2021

AXON ENTERPRISE, INC.

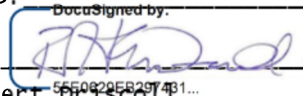
AUTHORIZED: _____
DocuSigned by:
 SIGNATURE: 
55508205E82397431...
 NAME: Robert D. Driscoll
 TITLE: VP, Associate General Counsel
 DATE: 5/20/2021

EXHIBIT A

REVISED SCOPE OF WORK

1. Overview

Axon (Contractor) shall provide all hardware, software, support and training for a complete body-worn camera (“BWC”) solution and In-car camera (“Fleet”) solution for the Arlington County Police Department (County or ACPD) use as detailed in this Scope of Work and Exhibit C. In conjunction with the existing Interview Room cameras purchased under a separate contract, this additional hardware and services will give ACPD a unified platform for gathering, archival, and distribution of video evidence (“System”).

2. Deliverables

2.1 Body-Worn Component

2.1.1 Contractor shall furnish the following hardware:

- 600 (six hundred) **Axon Body 3** BWCs for primary use
- 10 (ten) **Axon Body 3** BWCs to be used as spares
- 38 (thirty-eight) **Axon Body 3** 8-bay charging/syncing docs

2.1.2 Each camera and dock will be covered by the following support and assurance plans:

- Unlimited Plus TAP program.
- Technology Assurance plan
- Axon Full-Service Plan

Coverage provided the plans listed above are described in the Master Services and Purchasing Agreement, incorporated into Sourcewell Agreement 010720-AXN.

2.1.3 Contractor shall furnish the following access licenses the cloud-based storage (“Evidence.com”):

- Pro-level license for 310 users, of those licenses 10 will have administrative privileges 12,000 GB of additional third-party data storage.
- **Basic-level license for 30 users**
- **Redaction assistance license for 310 users**

The terms and conditions of site licenses and data storage are listed in Master Services and Purchasing Agreement, Appendix titled “Axon Cloud Services Terms of Use”, incorporated into Sourcewell Agreement 010720-AXN.

2.2 Fleet Component

2.2.1 Contractor shall furnish the following hardware:

- 320 **Axon Fleet 2** cameras (2 per vehicle)
- 320 **Axon Fleet 2** Battery Boxes (2 per vehicle)
- 160 Axon Signal Units
- 160 Cradlepoint IBR900-1200 router
- Antenna unit
- All wiring, brackets, and hardware required for integration of the the devices listed above

2.2.2 Installation and configuration:

Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation

services purchased from Axon include a “clip” and removal of existing in-car system hardware. This does not include “full removal” of existing wiring. While initially Contractor will install **Axon Fleet 2** cameras, Contractor shall update the Fleet hardware to **Axon Fleet 3** model at no additional cost upon the release of Fleet 3, tentatively in Q2-Q3 2021, in accordance with Quote.

2.2.3 Each Fleet camera system component will be covered by the following support and assurance plans:

- Technology Assurance plan.
- Axon Full-Service Plan.

Coverage provided the plans listed above are described in the Master Services and Purchasing Agreement, incorporated into Sourcewell Agreement 010720-AXN.

2.2.4 Contractor shall furnish the following licenses:

- Fleet 2 View XL vehicle license.
- Fleet Evidence.com storage, unlimited.

The terms and conditions of site licenses and data storage are listed in Master Services and Purchasing Agreement, Appendix titled “Axon Cloud Services Terms of Use”, incorporated into Sourcewell Agreement 010720-AXN.

3. Delivery and Acceptance

Contractor shall deliver all hardware FOB Arlington, VA. All shipping costs shall be included in the unit prices.

BWC hardware shall be delivered to:

Attn: Lt. Matthew Owens
ACPD Property Unit
1425 N Courthouse Rd
Arlington, VA 22201

Fleet hardware shall be delivered to:

Attn: Lt. Matthew Owens
Fire Station 1
500 S Glebe Rd
Arlington, VA 22204

County Project Officer or Designee will inspect the delivery within 10 calendar days from the date of receipt and determine acceptance.

4. Project Schedule

Provided this Agreement is fully executed by September 30, 2020, Contractor shall meet the following tentative milestones as counted from the Effective Date of the Agreement:

- Delivery of Year 1 hardware complete: on or before December 15, 2020; early delivery dependent on Agency-selected training dates.

- Training, installation, and commissioning to be scheduled between Axon and Agency, and shall be completed no later than 30 (thirty) days from the date of equipment delivery for the BWC component, and 60 (sixty) days from equipment delivery for Fleet component, subject to County Staff availability and County policy approval.
- Testing to ensure proper install will be completed at the time of installation.

5. Contractor Roles and Key Personnel

Contractor shall assign two project managers that will provide the expertise to execute a successful deployment and implementation. One project manager will be responsible for the BWC side of the Scope (Axon Full Service), and the other project manager will be responsible for the Fleet Side (Standard Fleet Installation). Project managers will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. Contractor will also assign a Customer Success Manager to support the account over the life of the Contract. This Key Personnel will work closely with the County Project Officer and project team members and will be responsible for completing the tasks required to meet all contractual obligations.

6. County Responsibilities

- 6.1 County will assign a Project Officer to coordinate the County staff and resources involved in the implementation of the program.
- 6.2 County will provide the following hardware for the Fleet program:
 - Mobile Data Terminal
 - 4G mobile internet data connection without data throttling or data cap
 - Indoor parking space for installation of the fleet equipment



AXON

Arlington Police Dept. - VA

AXON SALES REPRESENTATIVE

Geoff Matthews

gmatthews@axon.com

ISSUED

4/19/2021



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

Q-282396-44305.847CD

Issued: 04/19/2021



Quote Expiration: 05/01/2021

Account Number: 109265

Payment Terms: Net 30
Delivery Method: Fedex - Ground
Contract Number: 00031773

SHIP TO

Matthew Owens
Arlington Police Dept. - VA
1425 N COURTHOUSE RD7TH FLOOR
ARLINGTON, VA 22201
US

BILL TO

Arlington Police Dept. - VA
1425 N COURTHOUSE RD
7TH FLOOR
ARLINGTON, VA 22201
US

SALES REPRESENTATIVE

Geoff Matthews
Phone:
Email: gmatthews@axon.com
Fax:

PRIMARY CONTACT

Matthew Owens
Phone: (703) 228-4092
Email: mowens@arlingtonva.us

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	41	30	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	41	30	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	41	310	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	41	310	0.00	0.00	0.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	5	30	75.00	75.00	2,250.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	5	310	45.00	45.00	13,950.00
73836	PERFORMANCE LICENSE PAYMENT	5	310	45.00	45.00	13,950.00
					Subtotal	30,150.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	30,150.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	30	180.00	180.00	5,400.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	310	108.00	108.00	33,480.00
73836	PERFORMANCE LICENSE PAYMENT	12	310	108.00	108.00	33,480.00
					Subtotal	72,360.00
					Estimated Tax	0.00
					Total	72,360.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	30	180.00	180.00	5,400.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	310	108.00	108.00	33,480.00
73836	PERFORMANCE LICENSE PAYMENT	12	310	108.00	108.00	33,480.00
					Subtotal	72,360.00
					Estimated Tax	0.00
					Total	72,360.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	30	180.00	180.00	5,400.00
73479	REDACTION ASSISTANT USER ACCESS PAYMENT	12	310	108.00	108.00	33,480.00
73836	PERFORMANCE LICENSE PAYMENT	12	310	108.00	108.00	33,480.00
					Subtotal	72,360.00
					Estimated Tax	0.00
					Total	72,360.00
					Grand Total	247,230.00



Summary of Payments

Payment	Amount (USD)
Year 1	30,150.00
Year 2	72,360.00
Year 3	72,360.00
Year 4	72,360.00
Grand Total	247,230.00

Notes

This quote is co-termed with quote Q-264760 (executed contract #00031773). Year one has been pro-rated to 5 months to align with agency annual billing dates. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Internal Use Only

SFDC Contract #:

Order Type:
RMA #:
Address Used:
SO #:

Review 1

Review 2

Comments: