

Contract #: 21-0039

**CONTRACT****DINWIDDIE COUNTY**  
**CAMERAS, TASERS AND RELATED EQUIPMENT**

The Agreement is made this 1<sup>st</sup> day of December 2020, by and between **Axon Enterprise, Inc.**, of 17800 North 85<sup>th</sup> Street, Scottsdale, Arizona 85255 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to procure cameras, tasers and related equipment to be used by the Sheriff's Office; and

**WHEREAS**, Contractor submitted a quote for same, consistent with the County's needs; and

**WHEREAS**, Contractor was selected to provide equipment and maintenance; and

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) Axon's Quote Q-273391, and (3) Sourcewell Contract No. 010720-ANX including any amendments. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to make commercially reasonable efforts to provide Phase 1 Equipment (new fleet) within an estimated thirty (30) days of the date of this contract and provide Phase 2 Equipment (all remaining upgrades) after July 1, 2021 but no later than August 31, 2021. Details regarding phasing is listed on the Contractor's quote.
3. **Term of Contract.** The term of this contract shall be for five (5) years beginning upon execution of this contract. The contract is subject to the availability of funds and annual appropriations by the Dinwiddie County Board of Supervisors.
4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than FIVE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED NINETY-THREE AND 43/100 DOLLARS (\$559,993.43) (the "Contract Price"), broken down as follows:

FY21, Contract Execution Date – 6/30/21	\$50,526.00
FY22, 7/1/21 – 6/30/22	\$85,969.43
FY23, 7/1/22 – 6/30/23	\$111,744.00
FY24, 7/1/23 – 6/30/24	\$111,744.00
FY25, 7/1/24 – 6/30/25	\$111,744.00
FY26, 7/1/25 – 6/30/26	\$88,266.00

Additional equipment or services needed shall be based on the then current Sourcewell Contract pricing schedule, provided such additional equipment or services is purchased during the term of the Sourcewell Contract.

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

5. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Legal
County Administrator	Axon Enterprise, Inc.
P. O. Drawer 70	17800 N. 85 <sup>th</sup> Street
Dinwiddie, Virginia 23841	Scottsdale, AZ 85255
(804) 469-4500	(800) 978-2737
accounting@dinwiddieva.us	legal@axon.com

6. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Terms and Conditions.
7. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
8. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
9. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Axon Enterprise, Inc.

X *W. Kevin Massengill*

W. Kevin Massengill  
County Administrator

X *Robert Driscoll*

Print Name/Title:  
Robert Driscoll, VP, Assoc. General Counsel

Approved as to form:

Department Approval:

X *William Hefty*

William Hefty  
Legal Counsel

X *D. T. Adams*

D. T. Adams  
Sheriff

DINWIDDIE COUNTY  
GENERAL TERMS AND CONDITIONS

1. **Laws, Regulations, and Courts.**

This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

A. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

2. **Taxes.** Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

3. **Anti-Discrimination Statement by County.** The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

4. **Anti-Discrimination Statement by Contractor.**

A. During the performance of the contract, the Contractor agrees to the following provisions.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

5. **Immigration Reform and Control Act of 1986.** Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.
8. **Indemnification.** Contractor agrees to indemnify the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability attributable the negligence or willful misconduct of the Contractor, is not attributable to the negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

**Minimum Insurance Coverage and Limits Required:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 combined single limit.
5. Professional Liability - \$1,000,000 per occurrence.

10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Contractor will invoice upon shipment, and such invoices shall be submitted by the contractor to Dinwiddie County Accounts Payable via email to [accounting@dinwiddieva.us](mailto:accounting@dinwiddieva.us) or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Payment terms will be 30 days after correct invoice. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- H. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the County and the subcontractor(s) within seven days, in writing of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the County, except for amounts withheld as states in Section g above.
- J. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of the

contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

13. **Assignment of Contract.** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County, which shall not be unreasonably withheld.
14. **Default.** It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources. This remedy shall be in addition to any other remedies which the County may have.
15. **Changes to the Contract.** All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

16. **Termination of Contract.**

A. Termination for Cause.

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
2. Prior to termination of the contract, the County shall give the Contractor and his surety thirty (30) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said thirty (30) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the thirty-day (30) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (30) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in

Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. .
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

**B. Termination for Convenience**

County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor thirty (30) days written notice of such termination. Upon such termination, the Contractor shall cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. If the County purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Contractor will invoice the County the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, the County may return Axon Devices to Contractor within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

1. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

**20. COVID-19.**

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at [www.dinwiddieva.us/598/Purchasing](http://www.dinwiddieva.us/598/Purchasing) including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

- A. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had



COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.

- B. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Dinwiddie County Government tests positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.
- C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.



# AXON

## Dinwiddie County Sheriff's Office - VA

### AXON SALES REPRESENTATIVE

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**

10/20/2020



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

**Q-273391-44125.605DG**

Issued: 10/20/2020



Quote Expiration: 10/26/2020

Account Number: 318163

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

William Knott  
 Dinwiddie County Sheriff's Office - VA  
 13850 Courthouse Rd  
 DINWIDDIE, VA 23841  
 US

**BILL TO**

Dinwiddie County Sheriff's Office - VA  
 P.O. BOX 120  
 DINWIDDIE, VA 23841  
 US

**SALES REPRESENTATIVE**

David Gollobit  
 Phone: (480) 905-2060  
 Email: dgollobit@axon.com  
 Fax: 888-821-8703

**PRIMARY CONTACT**

William Knott  
 Phone: (804) 469-4550  
 Email: wknott@dinwiddieva.us

**Year 1-Phase 1- Existing Fleet**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	7	14	903.00	513.00	7,182.00
<b>Hardware</b>						
71079	CAMERA SYSTEM, FRONT, FLEET 2		14	380.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2		14	380.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2		14	15.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2		14	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2		14	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2		14	0.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	14	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY		14	0.00	0.00	0.00
<b>Other</b>						
87050	FLEET VIEW XL ACCESS LICENSE	60	14	0.00	0.00	0.00

**Year 1-Phase 1- Existing Fleet (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>						
71101	FLEET 1 TO FLEET 2 CONVERSION		14	400.00	0.00	0.00
					Subtotal	7,182.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	7,182.00

**Year 1-Phase 1- New Fleet**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	7	12	903.00	903.00	10,836.00
<b>Hardware</b>						
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		12	1,509.00	1,509.00	18,108.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	12	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		12	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY		12	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		12	0.00	0.00	0.00
<b>Other</b>						
87050	FLEET VIEW XL ACCESS LICENSE	60	12	0.00	0.00	0.00
<b>Services</b>						
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)		12	1,200.00	1,200.00	14,400.00
					Subtotal	43,344.00
					Estimated Tax	0.00
					Total	43,344.00

**TAP REFRESH #7745**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		37	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		6	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		37	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		37	0.00	0.00	0.00

**TAP REFRESH #7745 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73827	AB3 CAMERA TAP WARRANTY	60	37	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	6	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		6	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 1-Phase 2- OSP7**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	37	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	37	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	370	0.00	0.00	0.00
73449	AWARE LICENSE	60	37	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	37	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	37	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	5	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	5	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	15	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	5	0.00	0.00	0.00
<b>Hardware</b>						
20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER		2	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER		35	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		37	0.00	0.00	0.00

**Year 1-Phase 2- OSP7 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		74	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		74	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		74	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		74	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		37	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		37	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		74	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		44	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		44	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		111	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		111	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		37	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		37	0.00	0.00	0.00
<b>Other</b>						
73810	OFFICER SAFETY PLAN 7	60	37	0.00	0.00	0.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	37	1,908.00	1,211.39	44,821.43

**Year 1-Phase 2- OSP7 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
Not Eligible TASER 7 MASTER INSTRUCTO R SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	37	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	37	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	5	180.00	180.00	900.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	60	5	2,340.00	0.00	0.00
					Subtotal	45,721.43
					Estimated Tax	0.00
					Total	45,721.43

**Spares**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
<b>Other</b>						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 1- Phase 2- Trade in Credit**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		30	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		74	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		74	0.00	0.00	0.00
<b>Other</b>						
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	37	1,908.00	1,908.00	70,596.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	5	180.00	180.00	900.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	0.00	0.00
					Subtotal	71,496.00
					Estimated Tax	0.00
					Total	71,496.00

**Year 2- Existing Fleet**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	14	1,548.00	1,548.00	21,672.00
					Subtotal	21,672.00
					Estimated Tax	0.00
					Total	21,672.00



**Year 2- New Fleet**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	12	1,548.00	1,548.00	18,576.00
					Subtotal	18,576.00
					Estimated Tax	0.00
					Total	18,576.00

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		74	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		74	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		74	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		74	0.00	0.00	0.00
<b>Other</b>						
73309	AXON CAMERA REFRESH ONE		37	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	37	1,908.00	1,908.00	70,596.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		6	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	5	180.00	180.00	900.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	0.00	0.00
					Subtotal	71,496.00
					Estimated Tax	0.00
					Total	71,496.00

### Year 3-Existing Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	14	1,548.00	1,548.00	21,672.00
					Subtotal	21,672.00
					Estimated Tax	0.00
					Total	21,672.00

### Year 3- New Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	12	1,548.00	1,548.00	18,576.00
					Subtotal	18,576.00
					Estimated Tax	0.00
					Total	18,576.00

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		74	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		74	0.00	0.00	0.00
<b>Other</b>						
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	37	1,908.00	1,908.00	70,596.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	5	180.00	180.00	900.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	0.00	0.00
					Subtotal	71,496.00
					Estimated Tax	0.00
					Total	71,496.00

**Year 4-Existing Fleet**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	14	1,548.00	1,548.00	21,672.00
					Subtotal	21,672.00
					Estimated Tax	0.00
					Total	21,672.00

**Year 4- New Fleet**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	12	1,548.00	1,548.00	18,576.00
					Subtotal	18,576.00
					Estimated Tax	0.00
					Total	18,576.00

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		74	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		74	0.00	0.00	0.00
<b>Other</b>						
73310	AXON CAMERA REFRESH TWO		37	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	37	1,908.00	1,908.00	70,596.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		6	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	5	180.00	180.00	900.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	0.00	0.00
					Subtotal	71,496.00
					Estimated Tax	0.00
					Total	71,496.00

Year 5-Existing Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	14	1,548.00	1,548.00	21,672.00
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		14	0.00	0.00	0.00
					Subtotal	21,672.00
					Estimated Tax	0.00
					Total	21,672.00

Year 5- New Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	12	1,548.00	1,548.00	18,576.00
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		12	0.00	0.00	0.00
					Subtotal	18,576.00
					Estimated Tax	0.00
					Total	18,576.00

Year 6- Extension of Fleet Licenses

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	5	26	645.00	645.00	16,770.00
					Subtotal	16,770.00
					Estimated Tax	0.00
					Total	16,770.00
					Grand Total	559,993.43



## Discounts (USD)

Quote Expiration: 10/26/2020

List Amount	628,738.00
Discounts	68,744.57
<b>Total</b>	<b>559,993.43</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1-Phase 1- Existing Fleet	7,182.00
Year 1-Phase 1- New Fleet	43,344.00
TAP REFRESH #7745	0.00
Year 1-Phase 2- OSP7	45,721.43
Spares	0.00
Year 1- Phase 2- Trade in Credit	0.00
Year 2	71,496.00
Year 2- Existing Fleet	21,672.00
Year 2- New Fleet	18,576.00
Year 3	71,496.00



## Summary of Payments (Continued)

Payment	Amount (USD)
Year 3-Existing Fleet	21,672.00
Year 3- New Fleet	18,576.00
Year 4	71,496.00
Year 4-Existing Fleet	21,672.00
Year 4- New Fleet	18,576.00
Year 5	71,496.00
Year 5-Existing Fleet	21,672.00
Year 5- New Fleet	18,576.00
Year 6- Extension of Fleet Licenses	16,770.00
<b>Grand Total</b>	<b>559,993.43</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Dinwiddie County Sheriff's Office - VA

Quote: Q-273391-44125.605DG

Sold By:	David Gollobit
Designed By:	Jake Borro
Installed By:	Axon
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Dinwiddie County Sheriff's Office - VA
<div><div><div>Total Configured Vehicles</div><div><ul style="list-style-type: none"><li>12</li></ul>Total Vehicles with this Configuration</div></div><div><div>Video Capture Sources</div><div><ul style="list-style-type: none"><li>24</li><li>1</li></ul>Total Cameras Deployed Axon Signal Unit(s) Per Vehicle</div></div><div><div>Mobile Data Terminal Per Vehicle</div><div><ul style="list-style-type: none"><li>1</li></ul>Located In Each Vehicle</div></div><div><div>Mobile Router Per Vehicle</div><div><ul style="list-style-type: none"><li>1</li></ul>Cradlepoint IBR900-1200</div></div><div><div>Offload Mechanism</div><div><ul style="list-style-type: none"><li>4G LTE Cellular</li></ul></div></div><div><div>Evidence Management System</div><div><ul style="list-style-type: none"><li>Evidence.com</li></ul></div></div></div> <div><div><div>Axon Camera</div></div><div><div>Signal Unit</div></div><div><div>In-Car Router</div></div><div><div>Battery Box</div></div></div>	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900-1200 router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates <b>Hard Drive:</b> Must have 25GB+ of free disk space <b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater <b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. <b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. <b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	



<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Customer will provide the following router for all vehicles:	Cradlepoint IBR900-1200
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

Network Requirements	Cradlepoint IBR900-1200 will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	24	48	
	Mobile Data Terminal	12		
	Cradlepoint IBR900-1200	12		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<b>Project Management</b>	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
<b>Vehicle Installation</b>	<p>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. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<b>Custom Trigger Installation</b>	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
<b>Training</b>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>

4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900-1200 will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.

## Notes

Agency has existing contract #7745 (originated via Q-53836) and contract #1332 (originated via Q-61261) and is terminating that contract upon the new license start date (12/1/2020) of this quote.

The parties agree that Axon is granting a refund of \$20,375.04 (applied to Year 1 OSP7 licenses) and \$5,460.00 (applied to Year 1-Existing Fleet payment) to refund paid, but undelivered services. This discount is based on a ship date range of 11/1/2020-11/15/2020, resulting in a 12/1/2020 license start date date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7445. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to David Gollobit at [dgollobit@axon.com](mailto:dgollobit@axon.com) or fax to 888-821-8703

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:  Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



## Dinwiddie County Sheriff's Office - VA

### ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

## Certificate Of Completion

Envelope Id: 57429C2790294E068DFB9CE90AEB3156

Status: Completed

Subject: Contract with Axon

Source Envelope:

Document Pages: 29

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hcasey@dinwiddieva.us

Envelopeld Stamping: Enabled

IP Address: 172.243.58.55

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

11/18/2020 | 08:40 AM

hcasey@dinwiddieva.us

## Signer Events

## Signature

## Timestamp

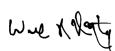
William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Drawn on Device  
Using IP Address: 174.226.9.1  
Signed using mobile

Sent: 11/18/2020 | 09:28 AM

Viewed: 11/19/2020 | 01:39 PM

Signed: 11/20/2020 | 08:42 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

D. T. Adams

dadams@dinwiddieva.us

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Drawn on Device  
Using IP Address: 174.226.14.12  
Signed using mobile

Sent: 11/20/2020 | 08:42 AM

Viewed: 11/30/2020 | 11:36 AM

Signed: 11/30/2020 | 11:37 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/30/2020 | 11:36 AM  
ID: 6b1523b9-fe7f-4a81-84a1-da955e6c2eb9  
Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 139.60.228.178

Sent: 11/30/2020 | 11:37 AM

Viewed: 11/30/2020 | 02:19 PM

Signed: 11/30/2020 | 02:19 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/17/2020 | 03:04 PM  
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4  
Company Name: Dinwiddie County

Robert Driscoll

bobby@axon.com

VP, Associate General Counsel

Axon Enterprise, Inc.

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 74.206.119.243

Sent: 11/30/2020 | 02:19 PM

Resent: 12/1/2020 | 10:46 AM

Viewed: 12/1/2020 | 11:02 AM

Signed: 12/1/2020 | 11:05 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/1/2020 | 11:02 AM  
ID: 5b2e8ffd-e235-4963-b04a-eb44e9dfd8b7  
Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 139.60.228.178	Sent: 12/1/2020   11:05 AM Viewed: 12/1/2020   11:06 AM Signed: 12/1/2020   11:07 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
William Knott wknott@dinwiddieva.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/22/2020   12:51 PM ID: 103cc59a-0bb1-4846-a5a1-af0f2aad1b3e Company Name: Dinwiddie County	<div>COPIED</div>	Sent: 11/20/2020   08:42 AM Viewed: 11/23/2020   03:12 PM
David Gollobit dgollobit@axon.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/30/2020   02:19 PM Viewed: 11/30/2020   02:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/18/2020   09:28 AM
Certified Delivered	Security Checked	12/1/2020   11:06 AM
Signing Complete	Security Checked	12/1/2020   11:07 AM
Completed	Security Checked	12/1/2020   11:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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