

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

CONTRACT AWARD COVERPAGE

TO: LYTX, INC.	DATE ISSUED:	<u>4/23/2020</u>
9785 TOWNE CENTER DRIVE	CONTRACT NO:	<u>20-129-R</u>
SAN DIEGO, CALIFORNIA 92121	CONTRACT TITLE:	<u>POLICE DASH CAMERAS</u>

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**THIS IS A NOTICE OF AWARD OF CONTRACT 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. 20-129-R including any attachments or amendments thereto.

**EFFECTIVE DATE:** IMMEDIATELY  
**EXPIRES:** 6/1/2021  
**RENEWALS:** ONE RENEWAL REMAINING  
**COMMODITY CODE(S):** 05512  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 20-129-R  
EXHIBIT A – SOURCEWELL CONTRACT #022217-DCI  
EXHIBIT B – PRICING  
EXHIBIT C – PURCHASE ORDER TERMS AND CONDITIONS

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

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<u>VENDOR CONTACT:</u> ROB DONAHUE	<u>VENDOR TEL. NO.:</u>	<u>(617) 680-0125</u>
<u>EMAIL ADDRESS:</u> RDONAHUE@LYTX.COM		
<u>COUNTY CONTACT:</u> BEN BALDWIN (DES-ENV)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3625</u>
<u>COUNTY CONTACT EMAIL:</u> BWBALDWIN@ARLINGTONVA.US		

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**PURCHASING DIVISION AUTHORIZATION**

Lucas Alexander Title PROCUREMENT OFFICER Date 4/23/2020

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

RIDER AGREEMENT NO. 20-129-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Lytx, Inc. ("Contractor"), a foreign corporation with a place of business at 9785 Towne Centre Drive, San Diego, California 92121, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A - Sourcewell Contract 022217-DCI, Exhibit B – Pricing, and Exhibit C – Purchase Order Terms and Conditions, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than June 1, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor. If the County disputes an invoiced amount, it shall deliver written notice thereof to Contractor within fifteen (15) days from its receipt of the invoice detailing the Work and shall also, within thirty (30) days from the date of receipt of the invoice, pay all undisputed portions thereof pending resolution of the disputed amounts. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish dash cameras.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to

be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order, attached as Exhibit C, is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

9. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related 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.
- B. 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.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

11. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 vendor.

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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

12. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

13. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the  
Contractor: Rob Donahue, Senior  
Director  
Lytx, Inc.  
9785 Towne Centre  
Drive San Diego,  
California 92121

With a copy to:

Legal Department  
Lytx, Inc.  
9785 Towne Centre Drive  
San Diego, California 92121

Contact Information for the Department  
(DES) Benjamin Baldwin, Project Officer  
Arlington County Government  
Department of Environmental  
Services 2100 Clarendon Blvd.,  
Suite 900  
Arlington, VA 22201

Contact Information for Arlington County (Legal Authorization):  
Office of the Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Attn: Lucas Alexander

14. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

LYTX, INC.

AUTHORIZED  
SIGNATURE: Lucas Alexander

NAME: LUCAS ALEXANDER  
TITLE: PROCUREMENT OFFICER

DATE: 4/23/2020

AUTHORIZED DocuSigned by:  
SIGNATURE: Shelley Bennett  
8BE908AFFA084B3...

NAME AND  
TITLE: Shelley Bennett SVP, General Counsel

DATE: 4/20/2020 | 8:45:59 PM PDT

Exhibit A

Form C



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**

Company Name: Lytx, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature: Shelley Bennett Date: 2-21-17

**NJPA's clarification on exceptions listed above:**

Review and Approved: [Signature] 5/31/17  
NJPA Legal Department 22



**Formal Offering of Proposal**  
(to be completed only by the Proposer)

STATE AND LOCAL GOVERNMENT RELATED EQUIPMENT, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for STATE AND LOCAL GOVERNMENT RELATED EQUIPMENT, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Lytix, Inc. Date: February 21, 2017

Company Address: 9785 Towne Centre Drive

City: San Diego State: CA Zip: 92121

Contact Person: Rob Donahue Title: Commercial Leader, Government

Authorized Signature: *Shelley Bennett* Shelley Bennett, SVP, General Counsel  
(Name printed or typed)



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022217-DCI

Proposer's full legal name: Lytx, Inc.


**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be June 1, 2017 and will expire on June 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-DCI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Lytx, Inc.

Authorized Signatory's Title SVP, General Counsel

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Shelley E. Bennett  
(NAME PRINTED OR TYPED)

Executed on June 1, 2017

NJPA Contract # 022217-DCI

EXHIBIT B  
LYTX QUOTE

<b>Base Subscription (Managed Services) Details</b> Per billing period for Base Subscription Term			
Description	Qty	Price	Amount
DC Enterprise, Std Purchase - Tier 1 - Enterprise - 5 Year - Charge Monthly - Bill Monthly - USD	48	24.16	1,159.68
DC Enterprise, Std Purchase - Tier 2 - Enterprise - 5 Year - Charge Monthly - Bill Monthly - USD	53	29.41	1,558.73
<b>TOTAL</b>			<b>USD 2,718.41</b>

<b>Program Enhancements - Committed</b> (Invoiced in advance based on the quantity purchased)			
Description	Qty	Price	Amount
Fleet Tracking - Charge Annually - Bill Annually - USD	101	107.88	10,895.88
<b>TOTAL</b>			<b>USD 10,895.88</b>

# Exhibit C

## Purchase Order

Arlington County Virginia  
2100 Clarendon Blvd, Suite 500  
Arlington, Virginia 22201



Richard D. Warren, Jr., CPPB  
6709 Hamilton Station Rd.  
Hamilton, VA 20158

Standard Purchase Order	
Purchase Order No.	100001
Revision No.	
Created By	Purchasing Staff
Order Date	20-MAR-15
Revision Date	
Purchasing Authority	sole source

### GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

- Definition:** As used in this Purchase Order, the term "Supplier" shall include all Contractors, Vendors, Service Providers, and any other party who provides goods or services to County for remuneration.
- Hold Harmless:** By accepting this Order, the Supplier agrees to hold harmless, defend, and indemnify the County against all claims, losses, damages, or expenses which may be made against the County, or which the County may incur arising from the negligent acts or omissions of Supplier, or its employees or subcontractors, or arising from the infringement of intellectual property rights resulting from the County's use or purchase of any article named herein and purchased hereunder. The County is prohibited from indemnifying Supplier and/or any other third parties.
- Delivery Failure:** Should shipment of any part of this Order or performance of service be delayed beyond the time specified herein, or if no time is specified, then beyond a reasonable time; or if any article or service should fail to comply with specifications or scope of services, the County has the right to purchase such articles or services at the current market price for immediate delivery or performance, and Supplier shall be liable for any resulting excess in the cost of same over the price shown herein. At its discretion, the County shall be entitled to offset such costs by deducting from any monies then due or thereafter accruing to Supplier from the County.
- Inspection:** Equipment, materials, and/or supplies delivered on this Order shall be subject to inspection and testing upon receipt and if rejected shall remain the property of the Supplier.
- No Waiver:** The failure of either party to exercise in any respect a right provided for in this Purchase Order shall not be deemed a subsequent waiver of the same right or any other right.
- Nonexclusivity of Remedies:** All remedies available to the County under this Purchase Order are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.
- Business, Professional and Occupational License Requirement:** In accepting this Order, the Supplier agrees to conform to local business license tax liabilities where applicable.
- Applicable Laws/Forum:** This Purchase Order shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Arlington. Contractor expressly waives any objection to venue or jurisdiction of the Arlington County Circuit Court, Arlington County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Arlington County Circuit Court pursuant to Virginia Code Section 8.01-286.1.
- Severability:** The phrases, clauses, sentences and paragraphs of this Purchase Order are severable, and if any phrase, clause, sentence or paragraph of this Purchase Order shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and paragraphs of this Purchase Order.
- Non-discrimination Notice:** Arlington County does not discriminate against faith-based organizations.
- Immigration Reform and Control Act of 1986:** In accepting this Purchase Order, the Contractor certifies that it does not and will not during the performance of its duties under this Purchase Order violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- Confidential Information:** The Supplier, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of meeting its obligations under this Purchase Order. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Supplier shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.
- In the event of any conflict between the terms of this Purchase Order and the terms of any executed agreement between the County and the Supplier ("Main Agreement"), the terms of the Main Agreement shall prevail.