

### BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

O Award O Contract O Grant	Requested Board Meeting Date: 12/06/2022
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
Axon Enterprise, Inc.	
*Project Title/Description:	
Video/Audio Storage	
*Purpose:	
Amendment: Master Agreement No. MA-PO-17-183, Amendment No. and the Contractor's Justice Full Service for Public Defense Services, in cumulative not-to-exceed contract amount of \$2,600,000.00, and app pursuant to A.R.S. § 35-394. Administering Departments: Pima County	ncreases the not-to-exceed contract amount by \$1,345,050.00 for a sends the Forced Labor of Ethnic Uyghurs provision to the contract,
*Procurement Method:	
Pursuant to Pima County Procurement Code 11.12.050, Sole source paward of contract for a term of five (5) years in the award amount of 5	
On 02/14/2020, the Procurement Director approved Amendment No. for a cumulative not-to-exceed contract amount of \$37,250.00. This is	
On 07/16/2021, the Procurement Director approved Amendment No. for a cumulative not-to-exceed contract amount of \$41,950.00. This in	
On 03/23/2021, the Procurement Director approved Amendment No. the not-to-exceed contract amount by \$63,000.00 for a cumulative no	
On 08/30/2022, the Procurement Director approved Amendment No. \$1,150,000.00 for a cumulative not-to-exceed contract amount of \$1, Attorney Premier Bundle. Annual expenditure on the contract would established in Amendment No. 03 and the annual cost of \$210,000.00	254,950.00. This increase was required to facilitate the purchase of th not exceed \$250,000.00, comprised of the annual cost of \$12,402.00
PRCUID: 240302	
Attachment: Contract Amendment No. 05.	
*Program Goals/Predicted Outcomes:	
Gather pertinent evidence obtained by Law Enforcement to protect t	he truth, from capture to courtoom.
*Public Benefit:	
Protect the public through time-saving evidence availability, preventi	on of injuries, and reduced litigation.
*Metrics Available to Measure Performance:	Con 11 16 23(1)
Redact videos easily within the system for multiple evidence files.	To: COB 11-18-22(1)
*Retroactive:	Pas: 11
No.	Vers. 18

#### THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields Contract / Award Information Contract Number (i.e., 15-123): \_\_\_\_\_ Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Expense Amount \$ \* Revenue Amount: \$ \*Funding Source(s) required: \_\_\_\_\_\_ O Yes O No If Yes \$ Funding from General Fund? C Yes C No Contract is fully or partially funded with Federal Funds? If Yes, is the Contract to a vendor or subrecipient? C Yes C No Were insurance or indemnity clauses modified? If Yes, attach Risk's approval. C Yes C No. Vendor is using a Social Security Number? If Yes, attach the required form per Administrative Procedure 22-10. Amendment / Revised Award Information Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-183 AMS Version No.: 18 Amendment No.: 05 Commencement Date: 12/06/22 New Termination Date: N/A Prior Contract No. (Synergen/CMS): N/A • Expense C Revenue © Increase C Decrease Amount This Amendment: \$ 1,345,050.00 C Yes @ No If Yes \$ N/A Is there revenue included? \*Funding Source(s) required: General Fund Funding from General Fund? • Yes C No. % <u>100</u> If Yes \$ \_\_ C Award C Amendment **Grant/Amendment Information** (for grants acceptance and awards) Department Code: Grant Number (i.e., 15-123): \_\_\_\_\_ Document Type: \_\_\_\_\_ Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_ If Yes \$

**Pima County Procurement Department** 

Project: Video/Audio Storage

**Contractor:** Axon Enterprise, Inc.

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

Contract No.: MA-PO-17-183

Contract Amendment No.: 05

 Orig. Contract Term:
 03/21/2017 - 03/20/2022
 Orig. Amount:
 \$ 11,250.00

 Termination Date Prior Amendment:
 03/20/2027
 Prior Amendments Amount:
 \$ 1,243,700.00

 Termination Date This Amendment:
 03/20/2027
 This Amendment Amount:
 \$ 1,345,050.00

 Revised Total Amount:
 \$ 2,600,000.00

#### **CONTRACT AMENDMENT**

The parties agree to amend the above-referenced contract as follows:

#### 1. Background and Purpose.

- 1.1. <u>Background</u>. On March 21, 2017, County and Contractor entered into the above referenced agreement to provide Video/Audio Storage via Prosecutor Professional Access.
- 1.2. Purpose. County requires additional services for Public Defense Services.
- 2. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 2.A, is increased by \$1,345,050.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$2,600,000.00.
- **3. Scope of Services**. The parties have revised the Scope of Services to include the purchase of the services and licensing in **Exhibit C: Axon Quote Q-413486-44824.685BC** (6 pages).
- 4. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Contractor engages in forprofit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

**Contract No.: MA-PO-17-183** Page 1 of 2

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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY	AXON ENTERPRISE, INC.		
Chairman, Board of Supervisors	Docusigned by:  350AFRB131A4424  Authorized Officer Signature		_
Chairman, Zoanaro, Caponicolo	•		
	Robert E. Driscoll, Jr.	VP,	_Assoc. General
Date	Printed Name and Title		
	11/16/2022   3:22 PM MST		
	Date		
ATTEST			
Clerk of the Board			
Date			
			,
APPROVED AS TO FORM	APPROVED AS TO CONTENT		
and the same of th	Hmll 5		
Deputy County Attorney	Department Head		_
Christopher Gerber	11/22/2022		•
Print DCA Name	Date		

Contract No.: MA-PO-17-183 Page 2 of 2

# DocuSign Envelope ID: EBA1AE95-41A5-4D24-903E-9033D4A4D792 **EXHIBIT C** (**6 PAGES**)



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 **United States** VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

Q-413486-44824.685BC

Issued: 09/20/2022

Quote Expiration: 11/30/2022

Estimated Contract Start Date: 12/01/2022

Account Number: Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO
Pima County Public Defense 33 North Stone Avenue, Suite 1800 Tucson, AZ 85701 USA	Pima County Public Defense 33 North Stone Avenue, Suite 1800 Tucson, AZ 85701 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Campbell Phone: Email: bcampbell@axon.com Fax:	Phone: Email: Fax:

## **Quote Summary**

Program Length	60 Months
TOTAL COST	\$1,217,482.00
ESTIMATED TOTAL W/ TAX	\$1,321,684.67

## **Discount Summary**

Average Savings Per Year	\$40,783.60
TOTAL SAVINGS	\$203,918.00

## **Payment Summary**

Date	Subtotal	Tax	Total
Nov 2022	\$342,823.88	\$29,341.83	\$372,165.71
Nov 2023	\$218,664.53	\$18,715.21	\$237,379.74
Nov 2024	\$218,664.53	\$18,715.21	\$237,379.74
Nov 2025	\$218,664.53	\$18,715.21	\$237,379.74
Nov 2026	\$218,664.53	\$18,715.21	\$237,379.74
Total	\$1,217,482.00	\$104,202.67	\$1,321,684.67

Q-413486-44824.685BC Page 1

 Quote Unbundled Price:
 \$1,421,400.00

 Quote List Price:
 \$1,421,400.00

 Quote Subtotal:
 \$1,217,482.00

## **Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Softv	ware								
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	60		\$0.40	\$0.27	\$34,482.00	\$2,999.93	\$37,481.93
73683	Data Migration	20000	60		\$0.40	\$0.40	\$480,000.00	\$41,760.00	\$521,760.00
ProLicense	Pro License Bundle	300	60		\$39.00	\$31.25	\$562,500.00	\$48,937.51	\$611,437.51
A la Carte Serv	rices								
80223	Data Migration	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
80190	Data Migration	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300	60		\$9.00	\$7.25	\$130,500.00	\$10,505.23	\$141,005.23
100491	JUSTICE FULL SERVICE	1			\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,217,482.00	\$104,202.67	\$1,321,684.67

Page 2 Q-413486-44824.685BC

# **Delivery Schedule**

#### Software

Bundle	Item	Description	QTY	<b>Estimated Start Date</b>	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	900	12/01/2022	11/30/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	300	12/01/2022	11/30/2027
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	12/01/2022	11/30/2027
A la Carte	73683	Data Migration	2000 0	12/01/2022	11/30/2027

#### Services

Bundle	Item	Description	QTY
A la Carte	100491	JUSTICE FULL SERVICE	1
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300
A la Carte	80190	Data Migration	1
A la Carte	80223	Data Migration	1

Page 3 Q-413486-44824.685BC

# **Payment Details**

Nov 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300	\$36,746.76	\$2,958.11	\$39,704.87
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	\$9,709.60	\$844.73	\$10,554.33
Year 1	73683	Data Migration	20000	\$135,160.48	\$11,758.96	\$146,919.44
Year 1	80190	Data Migration	1	\$1,407.92	\$0.00	\$1,407.92
Year 1	80223	Data Migration	1	\$1,407.92	\$0.00	\$1,407.92
Year 1	ProLicense	Pro License Bundle	300	\$158,391.20	\$13,780.03	\$172,171.23
Total				\$342,823.88	\$29,341.83	\$372,165.71

Nov 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300	\$23,438.31	\$1,886.78	\$25,325.09
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	\$6,193.10	\$538.80	\$6,731.90
Year 2	73683	Data Migration	20000	\$86,209.88	\$7,500.26	\$93,710.14
Year 2	80190	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 2	80223	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 2	ProLicense	Pro License Bundle	300	\$101,027.20	\$8,789.37	\$109,816.57
Total				\$218,664.53	\$18,715.21	\$237,379.74

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300	\$23,438.31	\$1,886.78	\$25,325.09
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	\$6,193.10	\$538.80	\$6,731.90
Year 3	73683	Data Migration	20000	\$86,209.88	\$7,500.26	\$93,710.14
Year 3	80190	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 3	80223	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 3	ProLicense	Pro License Bundle	300	\$101,027.20	\$8,789.37	\$109,816.57
Total				\$218,664.53	\$18,715.21	\$237,379.74

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300	\$23,438.31	\$1,886.78	\$25,325.09
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	\$6,193.10	\$538.80	\$6,731.90
Year 4	73683	Data Migration	20000	\$86,209.88	\$7,500.26	\$93,710.14
Year 4	80190	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 4	80223	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 4	ProLicense	Pro License Bundle	300	\$101,027.20	\$8,789.37	\$109,816.57
Total				\$218,664.53	\$18,715.21	\$237,379.74

Page 4 Q-413486-44824.685BC

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100491	JUSTICE FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	300	\$23,438.31	\$1,886.78	\$25,325.09
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	2100	\$6,193.10	\$538.80	\$6,731.90
Year 5	73683	Data Migration	20000	\$86,209.88	\$7,500.26	\$93,710.14
Year 5	80190	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 5	80223	Data Migration	1	\$898.02	\$0.00	\$898.02
Year 5	ProLicense	Pro License Bundle	300	\$101,027.20	\$8,789.37	\$109,816.57
Total				\$218,664.53	\$18,715.21	\$237,379.74

Page 5 Q-413486-44824.685BC

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

#### Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

#### Master Agreement

This Quote is governed by the Master Agreement Contract No.: MA-PO-17-183 executed between Pima County and Axon Enterprise Inc. (formerly TASER International, Inc.) dated March 21, 2017 (Agreement), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Agreement Notes:

Axon agrees to build the capability to enable an upstream partner to include or remove GPS data from a share for the Agency's purchase of Evidence.com ("Custom Feature"). In the interim, Agency will upload the video files containing sensitive GPS information ("GPS Data") that is received by upstream Axon partner via download link into Evidence.com and GPS Data received via download links will not be counted towards Agency's data limits in the storage plan. Once the Custom Feature is implemented, all data received will be included in Agency's storage plan. In the event that Custom Feature is not implemented by December 31, 2023, Agency may terminate if it provides 30 days written to Axon and in accordance with the Termination provision set forth in Contract MA-PO-17-183.

#### Acceptance of Terms:

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.

Page 6 Q-413486-44824.685BC



### **MASTER AGREEMENT**

#### PIMA COUNTY, ARIZONA

# THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

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Description: Video/Audio Storage

Pima County Procurement Department

s 150 W. Congress St. 5th FI

S Tucson AZ 85701

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Issued By: TROY MCMASTER

Phone: 5207248728

Email: troy.mcmaster@pima.gov

Initiation Date: 12-06-2022

**Expiration Date:** 

NTE Amount: \$2,600,000.00

03-20-2027

Used Amount: \$266,825.93

V Axon Enterprise Inc Contact: Sales Ops

**17800 N 85TH ST Phone**: 480-905-2071

Email: contracts@axon.com

SCOTTSDALE AZ 85255

Terms: 0.00 %

Days: 30

Days:

Shipping Method: Vendor Method

**Delivery Type:** 

FOB: FOB Dest, Freight Prepaid

#### **Modification Reason**

This Amendment No. 05 expands services to include data storage services and the Contractor's Justice Full Service for Public Defense Services, increases the not-to-exceed contract amount by \$1,345,050.00 for a cumulative not-to-exceed contract amount of \$2,600,000.00, and appends the Forced Labor of Ethnic Uyghurs provision to the contract, pursuant to A.R.S. § 35-394.

Attachment: Contract Amendment No. 05.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# **MASTER AGREEMENT DETAILS**

Master Agreement No: 1700000000000000183 MA Version: 18 Page: 2 of 3

	Prosecutor Professional Ev	vidence.com lic	cense (yrs 1-5)				
	Discount 0.0000 %	UOM YEAR	Unit Price \$0.00	Stock Code	VPN	MPN	
	Prosecutor Standard Evide Discount 0.0000 %	nce.com licens UOM YEAR	se (yrs 1-5) Unit Price \$0.00	Stock Code	VPN	MPN	
	Evidence.com Storage =>3 Discount 0.0000 %	,000 GB = 3 TB UOM EA	Unit Price \$0.75	Stock Code	VPN	MPN	
	Redaction Assistant 150-3 Discount 0.0000 %	50 Sworn Anni UOM EA	ual 19-20 Unit Price \$7,200.00	Stock Code	VPN	MPN	
	Redaction Assistant 150-3 Discount 0.0000 %	50 Sworn Anni UOM EA	ual 20-21 Unit Price \$14,400.00	Stock Code	VPN	MPN	
	Prosecutor Professional Ex Discount 0.0000 %	vidence.com lid UOM YEAR	cense Unit Price \$468.00	Stock Code	VPN	MPN	
	Prosecutor Professional Ad Discount 0.0000 %	CCESS License UOM EA	(9 Months) Unit Price \$351.00	Stock Code	VPN	MPN	
	Pro License Bundle (Annua Discount 0.0000 %	al) UOM EA	<b>Unit Price</b> \$12,402.00	Stock Code	VPN	MPN	
	Attorney Premier Bundle (A Discount 0.0000 %	Annual) UOM EA	<b>Unit Price</b> \$210,000.00	Stock Code	VPN	MPN	
0	Freeform (to breakdown lin Discount 0.0000 %	es for tax purp UOM EA	oses) Unit Price \$0.00	Stock Code	VPN	MPN	
1	PDS Third-Party Video Sup Discount 0.0000 %	port License (I UOM EA	nitial) Unit Price \$36,746.76	Stock Code	VPN	MPN	
2	PDS 10 GB Evidence.com / Discount 0.0000 %	A-La-Cart Stora UOM EA	uge (Initial) Unit Price \$9,709.60	Stock Code	VPN	MPN	
3	PDS Data Migration #73683 Discount 0.0000 %	(Initial) UOM EA	<b>Unit Price</b> \$135,160.48	Stock Code	VPN	MPN	
4	PDS Data Migration #80190 Discount 0.0000 %	(Initial) UOM EA	<b>Unit Price</b> \$1,407.92	Stock Code	VPN	MPN	
5	PDS Data Migration #80223 Discount 0.0000 %	(Initial) UOM EA	<b>Unit Price</b> \$1,407.92	Stock Code	VPN	MPN	
6	PDS Pro License Bundle (In Discount 0.0000 %	nitial) UOM EA	<b>Unit Price</b> \$158,391.20	Stock Code	VPN	MPN	
7	PDS Third-Party Video Sup Discount 0.0000 %	port License (A UOM EA	Annual) Unit Price \$23,438.31	Stock Code	VPN	MPN	
В	PDS 10 GB Evidence.com A Discount 0.0000 %	A-La-Cart Stora UOM EA	nge (Annual) Unit Price \$6,193.10	Stock Code	VPN	MPN	
9	PDS Data Migration #73683 Discount 0.0000 %	S (Annual) UOM EA	<b>Unit Price</b> \$86,209.88	Stock Code	VPN	MPN	



# **MASTER AGREEMENT DETAILS**

Master Agreement No: 1700000000000000183 MA Version: 18 Page: 3 of 3

Line	Description					
20	PDS Data Migration # Discount 0.0000 %	80190 (Annual) UOM EA	<b>Unit Price</b> \$898.02	Stock Code	VPN	MPN
21	PDS Data Migration # Discount 0.0000 %	80223 (Annual) UOM EA	<b>Unit Price</b> \$898.02	Stock Code	VPN	MPN
22	PDS Pro License Bun Discount 0.0000 %	ndle (Annual) UOM EA	<b>Unit Price</b> \$101,027.20	Stock Code	VPN	MPN