
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

May 04, 2026 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 5/1/2026: Presentation Removed/Canceled

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

Failure to abide by the rules of decorum will result in removal from the meeting.

Approval of Agenda

Proclamations/Awards/Recognitions

1. Drinking Water Week, May 3-9, 2026
2. Municipal Clerks Week, May 3-9, 2026
3. National Police Week, May 10-16, 2026
4. 2026 Florida League of Cities Home Rule Hero Award Mayor Noah Walker (Vice Mayor Chevella Young)

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [5.](#) Minutes April 6, 2026, Regular Session
- [6.](#) City Council Resolution No. 2026-045 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Axon Enterprise, Inc., an Arizona Corporation, for drone-based video surveillance equipment and services to be utilized by the City of Lake City, by and through its Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [7.](#) City Council Resolution No. 2026-049 - A resolution of the City of Lake City, Florida, approving that certain amendment to the Traffic Signal and Maintenance Agreement with the State of Florida Department of Transportation for maintenance of certain traffic signals in the City of Lake City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [8.](#) City Council Resolution No. 2026-051 - A resolution of the City of Lake City, Florida, approving that certain amendment to the agreement between the City and James Moore & Co., PL, a Florida Limited Liability Company, for outside auditing services for the fiscal years ending September 30, 2027, 2028, and 2029; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.
- [9.](#) City Council Resolution No. 2026-053 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and State of Florida Department of Management Services to participate in the Cybersecurity Grant Program and for administration of said grant; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to

execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

- [10.](#) City Council Resolution No. 2026-055 - A resolution of the City of Lake City, Florida, approving that certain amendment to the legal services agreement with Birchfield & Humphrey for legal services related to eminent domain proceedings arising from the City's enhancement of Sallie Mae Jerry Park; making certain findings of fact in support thereof; directing the City Manager to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None

Quasi-Judicial Hearings - None

Old Business

Ordinances

Open Public Hearing

- [11.](#) City Council Ordinance No. 2026-2360 (final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 3/16/26

Close Public Hearing

Adopt City Council Ordinance No. 2026-2360 on final reading

Open Public Hearing

- [12.](#) City Council Ordinance No. 2026-2361 (final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248,

Florida Statutes, as amended; providing for amending Policy I.1.2 of the Future Land Use element under Mixed Use by changing the minimum percentage of non-residential uses from 50 to 15, the maximum residential uses from 40 to 75, adding requirements to the open space areas and by changing the residential density limits from 10 to 40 dwelling units based on gross acreage of the overall residential portion of the proposed mixed use land use classification; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 3/16/26

Close Public Hearing

Adopt City Council Ordinance No. 2026-2361 on final reading

Resolutions - None

Other Items - None

New Business

Ordinances - None

Resolutions

- [13.](#) City Council Resolution No. 2026-052 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and DSI Innovations, LLC, a North Carolina Limited Liability Company, for supervisory control and data acquisition (SCADA) services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

14. Discussion and Possible Action: Review of North Central Florida Regional Planning Council Board appointment (Council Member James Carter)

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

Upcoming Dates of Interest

May 9, 2026 Multi-Cultural Spring Market Festival 9:00 AM - 4:00 PM at Darby Pavilion/Wilson Park and Olustee Park

May 16, 2026 Free Shred Event 9 AM - Noon, City Hall Parking Lot

YouTube Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. Drinking Water Week, May 3-9, 2026

Proclamation

DRINKING WATER WEEK **MAY 3-9, 2026**

- WHEREAS,** *water is our most valuable natural resource; and*
- WHEREAS,** *drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for the quality of life our citizens enjoy; and*
- WHEREAS,** *tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*
- WHEREAS,** *the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*
- WHEREAS,** *increased awareness of public health has emphasized the importance of drinking water for health, hydration, and hygiene needs; and*
- WHEREAS,** *we are all stewards of the water infrastructure upon which current and future generations depend; and*
- WHEREAS,** *the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.*

NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida do hereby proclaim May 3-9, 2026 as **"Drinking Water Week"** in the City of Lake City.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 4th day of May 2026.

Noah Walker, Mayor
City of Lake City

File Attachments for Item:

2. Municipal Clerks Week, May 3-9, 2026

Proclamation

MUNICIPAL CLERKS WEEK

May 3-9, 2026

WHEREAS, *the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*

WHEREAS, *the Office of the Municipal Clerk is the oldest among public servants; and*

WHEREAS, *the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

WHEREAS, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal services to all; and*

WHEREAS, *the Municipal Clerk serves as the information center on functions of local government and community; and*

WHEREAS, *Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and*

WHEREAS, *it is most appropriate that we recognize the accomplishments of this Office of the Municipal Clerk.*

NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby recognize the week of May 3rd through May 9th, 2026, as “**Municipal Clerks Week**” and further extend appreciation to our Municipal Clerk, Audrey Sikes, and our Deputy Clerk, Michelle Cannon, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 4th day of May 2026.



Seal of the City of Lake City
State of Florida

A handwritten signature in dark ink, appearing to read "Noah Walker", written over a horizontal line.

Noah Walker, Mayor
City of Lake City

File Attachments for Item:

3. National Police Week, May 10-16, 2026

Proclamation

NATIONAL POLICE WEEK MAY 10-16, 2026

- WHEREAS,** *the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which it falls as National Police Week; and*
- WHEREAS,** *the members of the law enforcement agency of the City of Lake City play an essential role in safeguarding the rights and freedoms of the citizens of the City of Lake City; and*
- WHEREAS,** *it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and*
- WHEREAS,** *the men and women of the law enforcement agency of the City of Lake City unceasingly provide a vital public service.*

NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida, call upon all citizens of the City of Lake City and upon all patriotic, civic and educational organizations to observe the week of May 10-16, 2026 as "**National Police Week**" with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of the City of Lake City to observe, Friday, May 15th as "**Peace Officers' Memorial Day**" in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 4th day of May 2026.

A handwritten signature in dark ink, appearing to read "Noah Walker", is written over a horizontal line.

Noah Walker, Mayor
City of Lake City

File Attachments for Item:

4. 2026 Florida League of Cities Home Rule Hero Award Mayor Noah Walker (Vice Mayor Chevella Young)



For being a champion in the defense and protection of municipal
Home Rule, the Florida League of Cities presents the

2026
HOME RULE HERO

to

MAYOR NOAH WALKER

CITY OF LAKE CITY

A handwritten signature in black ink, reading "Holly D. Smith".

HOLLY D. SMITH

Vice Mayor, City of Sanibel
President, Florida League of Cities, Inc.

A handwritten signature in black ink, reading "Jeannie Garner".

JEANNIE GARNER

Executive Director and CEO
Florida League of Cities, Inc.

File Attachments for Item:

5. Minutes April 6, 2026, Regular Session

MINUTES
CITY OF LAKE CITY
City Council Regular Session
April 06, 2026
6:00 PM at City Hall

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Events Prior to Meeting - 5:00 PM Council Workshop - Mobility Fees

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

Mayor/Council Member
City Council

Noah Walker
Chevella Young
Ricky Jernigan
James Carter
Tammy Harris
Clay Martin
Don Rosenthal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Approval of Agenda

Mr. Jernigan made a motion to approve the agenda as presented. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.

Presentation

250th Project - Students from Columbia County School System - Ms. Lisa Lee

Kennaly Vernon, fifth grader from Eastside Elementary, read aloud her winning Elks Americanism essay on what her country means to her.

Proclamations

1. Child Abuse Prevention Month - April 2026

Mayor Walker presented the proclamation to Dr. Phillip Mobley on behalf of North Star Family Resource Center.

2. Water Conservation Month - April 2026

Mayor Walker presented the proclamation to Water Treatment Plant Director, Mike Osborn.

Mr. Osborn provided a selection of free water conservation items for attendees.

Approval of Consent Agenda

3. Minutes - January 20, 2026 Joint City/County Workshop
4. Minutes - March 2, 2026 Regular Session
5. Minutes - March 16, 2026 Regular Session
6. City Council Resolution 2026-022 - A resolution of the City of Lake City, Florida, adopting that certain Financial Policy Manual and the associated financial policies set forth therein; making certain findings of fact in support of the City adopting said manual and policies; making certain findings of fact in support thereof; directing the City Manager to implement said policy manual and associated financial policies; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2026-041 - A resolution of the City of Lake City, Florida, approving that certain agreement for State Highway Lighting, Maintenance, and Compensation for the State of Florida Fiscal Year 2026-2027 with the State of Florida Department of Transportation; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
8. City Council Resolution No. 2026-042 - A resolution of the City Council of the City of Lake City, Florida, declaring certain tangible personal property owned by the City to be surplus to its needs and beyond economic repair pursuant to Section 2-183 of the City of Lake City Code of Ordinances; making certain findings of fact in support of the City disposing of said property pursuant to Section 2-183, as set forth herein; authorizing the City Manager to remove such surplus property from the list of assets of the City upon disposal as set forth herein; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.

Public Participation - Persons Wishing to Address Council

- Kim Jackson
- Kaitlynn Davenport
- Roy Armstrong
- Michael Warren
- Sylvester Warren
- Kendria Jones
- Krystal Detty
- Erica Mayo

- Tammy Flowers
- Lisa Glunt
- Terrance Jones
- Blaine Freeman
- Axie Handy
- Rechea Murphy
- Kyle Green

Mayor Walker concluded public comments and indicated the Police Chief would address several issues raised. Clarification was provided that the transfer of Lakeshore Hospital was handled by the Lakeshore Hospital Authority, not the City. He reported the City maintains a contract with the Humane Society, with further details forthcoming. Concerns about park conditions were acknowledged, with initial repairs completed and a broader overhaul underway to improve safety and cleanliness for children. Mayor Walker also noted attending a well-attended Easter egg hunt at Annie Mattox Park, including a return visit to address a park-related issue.

Lake City Police Chief Butler reported that enhanced security planning for the Easter event was implemented in coordination with the Annie Mattox Board and law enforcement that resulted in a safe and orderly gathering at the park with no major incidents. However, after the park closed, a large and growing crowd on Marion Street became unmanageable, blocking traffic and restricting emergency access, prompting complaints from residents. The situation was declared an unlawful assembly after individuals refused to disperse despite warnings, leading officers to deploy pepper balls (no tear gas was used) to clear the area. The crowd dispersed into smaller groups, and later that evening, one individual was reported being shot and sought medical treatment, while another individual was arrested for brandishing a firearm, though authorities do not believe it was connected to the reported shooting. Chief Butler reported he would be conducting an exit meeting to review ways to improve the operational plan for next year.

At 7:12 PM Mayor Walker removed Michael Warren from the meeting due to breaking the rules of decorum.

At 7:13 PM Mayor Walker had Erica Mayo removed from the meeting.

Vice Mayor Young suggested council consideration of an organized event to allow the business owners that lost funds at the Easter event to recover lost revenue.

Mayor Walker suggested a council workshop to review the performance of the contract for the Lake City Humane Society at a future date, members concurred.

Chief Butler reported approximately two months ago, City Manager Rosenthal designated him as the point of contact for animal control services. Following a review of the current ordinance and agreement, Chief Butler identified multiple issues, including repeated non-compliance, delayed or absent responses to calls, and numerous citizen complaints regarding lack of service. He recommended several contract modifications, including reducing Priority 1 response times from one hour to 30 minutes, expanding standard service hours to 8:00 AM–5:00 PM, requiring a one-hour after-hours response for urgent incidents, and eliminating the

current Priority 3 category due to its lack of defined response expectations. Additional recommendations include requiring a minimum of two licensed Animal Control Officers, implementing Level 2 background checks through the Police Department, and issuing official identification cards to improve accountability and coordination. He reported the Humane Society agreed to provide detailed monthly reports on call activity and response times, which would be incorporated into reports to the City Manager and Council. Chief Butler also noted that required annual financial reports have not been submitted in the past but are currently being prepared for review by City leadership. With the contract set to expire on September 30, the Chief advised revising the agreement to ensure improved responsiveness and accountability from any future service provider.

Council Member Carter concurred with having a workshop as soon as possible to discuss the changes suggested by Chief Butler and to help determine if the City would renew its contract with the Humane Society or go out for a Request for Proposal for these services.

The consensus was for City Clerk Sikes and City Manager Rosenthal to schedule a workshop within the next month.

At this time, members took a short recess from 7:43 PM until 7:54 PM.

Presentations

9. Recoil Trampoline Park - Trent Coggins

Mr. Coggins presented a PowerPoint presentation on his future business in Lake City, Recoil Trampoline Park, which would be located at State Road 247 and Bascom Norris.

City Manager Rosenthal reported he would work with Mr. Coggins and City Attorney Martin to emulate the tax incentive package offered by Columbia County.

First Reading - Non Quasi-Judicial Hearing

10. City Council Ordinance No. 2026-2367 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-03, submitted by Elizabeth Steely, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Located on Northwest Turner Avenue)

Planning Technician Robert Angelo introduced the ordinance to members.

Property owner and applicant, James Steely reported he would be opening a mini storage facility with 63 units at the property.

Mr. Carter made a motion to approve City Council Ordinance No. 2026-2367 on first reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Ms. Harris	Aye
Mayor Walker	Aye

Final Reading - Non Quasi-Judicial Hearing

11. City Council Ordinance No. 2026-2353 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-01S, by Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company, and Pam Stewart and Scott D. Stewart, the property owners of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Highway Interchange to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (SW quadrant of I75 and SR 47)

Planning Technician Robert Angelo presented the ordinance to members.

Justin Tabor, Senior Planner with North Florida Professional Services and property owner Scott Stewart were available to answer any questions and provided an update on the project.

Ms. Young made a motion to approve City Council Ordinance No. 2026-2353 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Ms. Harris	Aye
Mr. Jernigan	Aye
Mr. Carter	Aye
Mayor Walker	Aye

Open Quasi-Judicial Hearing

12. City Council Ordinance No. 2026-2354 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 26-01L, by Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company, and Pam Stewart and Scott D. Stewart, the property owners of said acreage; providing for rezoning from County Commercial, Intensive (CI) and County Commercial, Highway Interchange (CHI) to City Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (SW quadrant of I75 and SR47)

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Ms. Young	No
Mr. Carter	No
Mr. Jernigan	No
Ms. Harris	No
Mayor Walker	No

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Attorney Martin swore in Planning Technician Robert Angelo, property owner Scott Stewart, trustee and property owner Daniel Crapps, Senior Planner Justin Tabor, and Engineer Brian Pitman.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo moved the presentation and all records into the record from the March 16, 2026, meeting. It is attached as Exhibit A.

B. Presentation of application by applicant. Justin Tabor was available for any questions.

C. Presentation of evidence by city staff. N/A

D. Presentation of case by third party intervenors, if any. N/A

E. Public comments. None

F. Cross examination of parties by party participants. None

G. Questions of parties by City Council. None

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Ms. Young made a motion to approve City Council Ordinance No. 2026-2354 on final reading. Mr. Carter seconded the motion.

Ms. Young	Aye
Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Harris	Aye
Mayor Walker	Aye

Close Quasi-Judicial Hearing

Final Reading- Non Quasi-Judicial Hearing

13. City Council Ordinance No. 2026-2362 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-04S, by Daniel Crapps, Trustee of C & W Land Trust, property owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision and as agent for Eastpark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company, property owner of Lot 6 of the C & W Business Park Subdivision; and Chad R. Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision, the property owners of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Medium/High Density (Less than or equal to 14 dwelling units per acre) and County Commercial to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of Real Terrace and Hwy 247, Branford Hwy)

Planning Technician Robert Angelo presented the ordinance to members.

Property owner and trustee Daniel Crapps was available for any questions.

Mr. Carter made a motion to approve City Council Ordinance No. 2026-2362 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Walker	Aye

Open Quasi-Judicial Hearing

14. City Council Ordinance No. 2026-2363 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 26-02S, by Daniel Crapps, Trustee of C & W Land Trust, Property Owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision and as agent for Eastpark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company, property owner of, Lot 6 of the C & W Business Park Subdivision; and Chad R.

Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision, the property owners of said acreage; providing for rezoning from County - Commercial, Intensive (CI) and County - Residential, Multiple-Family-1 (RMF-1) to City - Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of Real Terrace and Hwy 247, Branford Hwy)

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

This was answered under the previous quasi-judicial ordinance.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

This was performed under the previous quasi-judicial ordinance.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo moved the presentation and all records into the record from the March 16, 2026, meeting. It is attached as Exhibit B.

B. Presentation of application by applicant. Daniel Crapps was available for any questions.

C. Presentation of evidence by city staff. N/A

D. Presentation of case by third party intervenors, if any. None

E. Public comments. None

F. Cross examination of parties by party participants. Waived

G. Questions of parties by City Council. None

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Ms. Harris made a motion to approve City Council Ordinance No. 2026-2363 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mr. Carter	Aye
Mayor Walker	Aye

Close Quasi-Judicial Hearing

Final Reading- Non Quasi-Judicial Hearing

15. City Council Ordinance No. 2026-2364 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-05S, by Brian Pitman, P.E., as agent for Eastpark, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Medium/High Density (less than or equal to 14 dwelling units per acre) to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (West of Real Terrace and East of I75 and also West of C&W Business Park, which is at the intersection of Real Terrace and Hwy 247, Brandford Hwy)

Planning Technician Robert Angelo presented the ordinance to members.

Engineer Brian Pitman was available for any questions.

Ms. Harris made a motion to approve City Council Ordinance No. 2026-2364 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mr. Carter	Aye
Mayor Walker	Aye

Open Quasi-Judicial Hearing

16. City Council Ordinance No. 2026-2365 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-03S, by Brian Pitman, P.E., as agent for Eastpark, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from County-Residential, Multiple-Family-1 (RMF-1) to City-Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (West of Real Terrace and East of I75 and also West of C&W Business Park, which is at the intersection of Real Terrace and Hwy 247, Brandford Hwy)

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

This was answered under the previous quasi-judicial ordinance.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

This was performed under the previous quasi-judicial ordinance.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff. Planning Technician Robert Angelo moved the presentation and all records into the record from the March 16, 2026, meeting. It is attached as Exhibit C.

B. Presentation of application by applicant. Brian Pitman was available for any questions.

C. Presentation of evidence by city staff. N/A

D. Presentation of case by third party intervenors, if any. None

E. Public comments. None

F. Cross examination of parties by party participants. Waived

G. Questions of parties by City Council. None

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2026-2365 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

Close Quasi-Judicial Hearing

Old Business

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2359. City Council Ordinance No. 2026-2359 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2359. No one asked to be heard on City Council Ordinance No. 2026-2359; therefore, Mayor Walker closed the public hearing.

17. City Council Ordinance No. 2026-2359 (final reading) - An ordinance of the City of Lake City, Florida; amending City Code Chapter 70, Article V, Firefighters' Retirement, adding a new Section 70-136 for the purpose of purchasing prior military service; adding a new Section 70-137 for the purpose of purchasing prior firefighter service; providing for severability; providing for conflicts; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Ordinance No. 2026-2359 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Carter	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

New Business

Resolutions

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Resolution No. 2026-036. City Council Resolution No. 2026-036 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Resolution No. 2026-036. No one asked to be heard on City Council Resolution No. 2026-036; therefore, Mayor Walker closed the public hearing.

18. City Council Resolution No. 2026-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to participate in the Florida Brownfields Redevelopment Program provided for in and authorized by the "Brownfields Redevelopment Act" created under the provisions of Sections 376.77-376.85 Florida Statutes, as amended; designating certain lands within the City located at 2932 N US Highway 441, Lake City, Florida, and identified as Property Appraiser's parcel number 17-3S-17-05000-003, as a Brownfield area for the purpose of environmental remediation, rehabilitation and economic development as provided for in the act; providing for notification to the Department of Environmental Protection of the City's decision to designate a Brownfield area for rehabilitation; providing for an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-036 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

19. City Council Resolution No. 2026-040 - A resolution of the City of Lake City, Florida, approving that certain application for Emergency Medical Services Program Ground Ambulance Service Provider License of the City of Lake City to the State of Florida Department of Health; making certain findings of fact in support of the City approving and submitting said application; recognizing the authority of and directing the Mayor to execute and submit said application to the State of Florida Department of Health; repealing all prior resolutions in conflict; and providing an effective date.

At the request of Council Member Jernigan, Fire Chief Wehinger provided an overview of what the program would entail, which would be advanced life support on fire truck one, as opposed to the current basic life support.

Mr. Jernigan made a motion to approve City Resolution No. 2026-040. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Mr. Carter	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

Other Items

20. Discussion and Possible Action - Suwannee River League of Cities has asked the City of Lake City to host a Quarterly Meeting on Thursday, July 23, 2026. (Mayor Noah Walker)

Ms. Harris made a motion to host the July 23, 2026, Suwannee River League of Cities meeting at the Blanche Hotel. The motion authorizes the Mayor as the point of contact for staff to coordinate with on the event details. The motion also authorizes the Suwannee Rive League to reimburse the City of Lake City for hosting expenses as necessary. Authorizing an amount not to exceed \$1,500.00 from council expense accounts for the purchase of welcome and promotional items and door prizes of the attendees. The motion also authorizes the Mayor to sign any reservation contracts for the Blanche upon City Attorney review. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.

Ms. Harris	Aye
Mr. Carter	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

Departmental Administration - None

Comments by:

City Manager Don Rosenthal – Mr. Rosenthal reminded members there would be a workshop before the next council meeting on May 4, 2026, to talk about the City's budget, capital projects, and GFOA, which is the Government Finance Office Association, the program that formats the City's budget.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

Comments by Council Members

Council Member Chevella Young – Ms. Young thanked everyone for a productive meeting.

Council Member Ricky Jernigan – Mr. Jernigan expressed appreciation to Police Chief Butler and Fire Chief Wehinger.

Council Member James Carter – Mr. Carter echoed the sentiments of Council Member Jernigan, expressed appreciation for those in attendance, and encouraged residents to attend meetings.

Council Member Tammy Harris – Ms. Harris reported members were there to serve and improve the community and asked residents to be patient and understanding while assuring them the team is committed to making Lake City better.

Mayor Noah Walker – Mayor Walker wished everyone a happy Easter; announced the Special Olympics Torch Run was tomorrow, April 7, 2026; announced an overall parks presentation was forthcoming; reported two successful egg hunt events occurred over the weekend.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 8:57 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

City Council Ordinance No. 2026-2354
Exhibit A

REZONING

ORDINANCE 2026-2354 for Z 26-01L

Introduction

- Parcel 08891-000 is currently zoned Commercial Highway Interchange County and Parcel 08881-000 is currently zoned Commercial Intensive County;
- Petition Z 26-01L is a request to change the Zoning on parcel 08891-000 from Commercial Highway Interchange County to Commercial Intensive City and change the Zoning on parcel 08881-000 from Commercial Intensive County to Commercial Intensive City;
- The parcel is surrounded by the following Zoning designations;
 - North- Commercial Highway Interchange County
 - East- Commercial Intensive County
 - South- Environmentally Sensitive Area 2
 - West- Commercial Highway Interchange County and Commercial Intensive County

Location of Parcel 08881-000



Location of Parcel 08891-000



Staff Review

Suwannee River Water Management-

There is an existing environmental resource permit (ERP-023-234495-2) that expires September 21, 2028. Parcel 08891-000 does not appear to be part of this project. Any deviations from the permitted plans will require a permit modification. Failure to construct the project by September 21, 2028, will require a new ERP.



Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2354.

QUESTIONS

City Council Ordinance No. 2025-2363
Exhibit B

REZONING

ORDINANCE 2026-2363 for Z 26-02S

Introduction

- Parcels 02712-101, 102, 103, 104, 105, 106, and 107, or commonly known as C&W Business Park Sub-Division is currently zoned Residential Multi-Family 1 County and Commercial Intensive County;
- Petition Z 26-02S is a request to change the Zoning from Residential Multi-Family 1 County and Commercial Intensive County to Commercial Intensive City;
- The parcel is surrounded by the following Future Land Use designations;
 - North- Residential Multi-Family 1 County
 - East- Commercial Intensive County
 - South- Commercial Intensive County
 - West- Commercial Intensive County and Residential Multi-Family 1 County

Location of C&W Business Park Sub-Division



Staff Review

Suwannee River Water Management-

These parcels are within a permitted master system (ERP-023-207040-1). Application shall be submitted to verify conformance with master system. Construction cannot commence until SRWMD ERP has been issued.



Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2363.

QUESTIONS

City Council Ordinance No. 2025-2365
Exhibit C

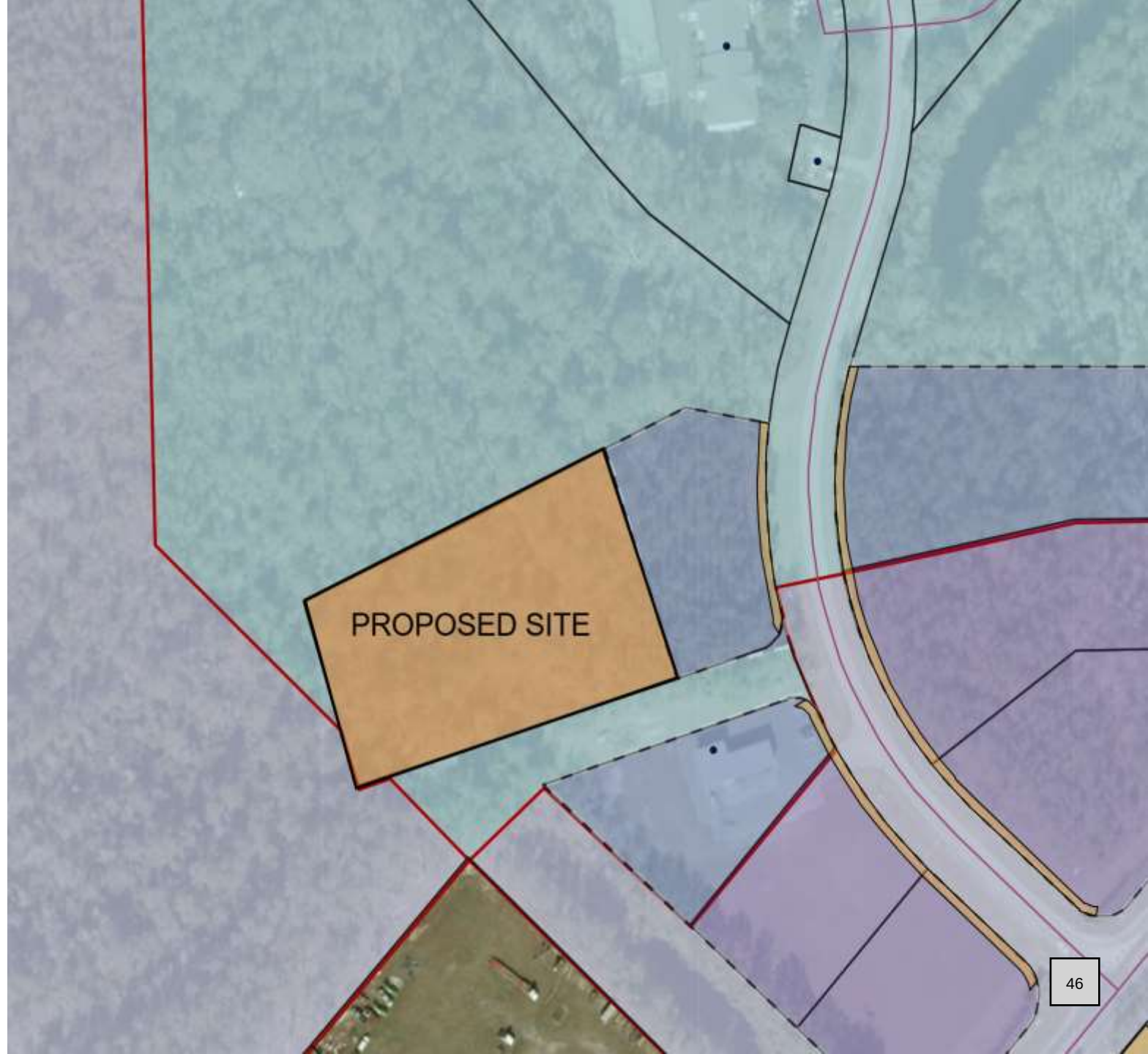
REZONING

ORDINANCE 2026-2365 for Z 26-03S

Introduction

- Parcels 02712-009, has a currently zoned Residential Multi-Family 1 County;
- Petition Z 26-03S is a request to change the Zoning on parcel 02712-009 from Residential Multi-Family 1 County to Commercial Intensive City;
- The parcel is surrounded by the following Future Land Use designations;
 - North- Residential Multi-Family 1 County
 - East- Residential Multi-Family 1 County
 - South- Residential Multi-Family 1 County and Commercial Intensive County
 - West- Commercial Intensive County

Location of Parcel 02712-009



Staff Review

Suwannee River Water Management-
Project is within mapped permit boundary of ERP-023-207040-1. Application will need to be submitted to SRWMD to verify compliance with the master system prior to development of the lot.

A large orange circle is positioned on the left side of the slide, partially cut off by the edge.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2365.

QUESTIONS

File Attachments for Item:

6. City Council Resolution No. 2026-045 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Axon Enterprise, Inc., an Arizona Corporation, for drone-based video surveillance equipment and services to be utilized by the City of Lake City, by and through its Police Department; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Drone (Piggyback - Sourcewell- Public Safety Video Surveillance)

DEPT / OFFICE: Police Department

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Chief Butler	Date 3/16/2026
Recommended Action: Approve a piggyback contract for video surveillance system that is aviation based offered by Sourcewell to purchase through Axon Enterprise.		
Summary Explanation & Background: Resolution 2025-145 was approved to accept grant funds awarded by the State of Florida Department of Law Enforcement on November 3, 2025 in the amount of \$50,000.00 for two drones. Axon Enterprise has sent us a quote piggybacking off the Sourcewell contract: 101223-AXN. The contract was awarded to Axon Enterprises and is in effect until December 15, 2027, with option for up to three (3) additional one (1) year renewals. This contract will be used to purchase equipment and software for the Police department. Request to piggyback since project end date is 6/30/2026.		
Alternatives: Decline to piggyback.		
Source of Funds: FDLE Grant Funded Award #: 3X212		
Financial Impact: \$50,000.00		
Exhibits Attached: Piggyback Contract (Axon Enterprise Quote, Sourcewell Contract/RFP)		

RESOLUTION NO 2026-045

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND AXON ENTERPRISE, INC., AN ARIZONA CORPORATION, FOR DRONE-BASED VIDEO SURVEILLANCE EQUIPMENT AND SERVICES TO BE UTILIZED BY THE CITY OF LAKE CITY, BY AND THROUGH ITS POLICE DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City by and through the Lake City Police Department (the “Department”) has a need for drone-based video surveillance equipment and services (the “Products and Services”); and

WHEREAS; Sourcewell, a Minnesota government unit and service cooperative (“Sourcewell”), negotiated a contract with Axon Enterprise, Inc., an Arizona corporation (the “Vendor”) to supply the Products and Services pursuant to Solicitation Number 101223; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products and Services by Sourcewell; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Products and Services on such terms and conditions as the Vendor has contracted with Sourcewell; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to provide the Products and Services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Products and Services in the Agreement is in the public or community interest and for public welfare; and

-
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of April, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**Axon Enterprise, Inc.
17800 N. 85th St
Scottsdale, AZ 85255**

(the “Vendor”).

WITNESSETH:

WHEREAS, on **February 6, 2024**, **Sourcewell** (the “Original Procuring Government”) awarded **RFP: 101223** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit ‘A’ (the “Original Procurement Bid and Contract”); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal Q-794111-46091CA, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
 - ii. All special conditions of the Original Procurement Bid and Contract Documents;

- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;
- v. All addenda to the Original Procurement Bid and Contract Documents;
- vi. All insurance requirements are outlined in the original procurement bid and contract documents.
- vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
- viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract

should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **December 15, 2027**. The Original Procurement Bid and Contract provides for three **(3) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

Exhibit "Contract 101223-AXN-Price Information" as in the original bid documents.

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and

specifically, Contractor shall:

- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

-
- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
 - c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
 - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

AXON ENTERPRISE, INC.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT

- See bid and contract documents attached.

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT "C"
[IF NECESSARY]



RFP #101223
REQUEST FOR PROPOSALS
for
Public Safety Video Surveillance Solutions with Related Equipment, Software
and Accessories

Proposal Due Date: October 12, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 24, 2023
Pre-proposal Conference:	September 19, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	October 4, 2023, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, including, but not limited to:
 - a. Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices;
 - b. Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services:
 - i. Vehicles and fire rescue apparatus;
 - ii. Watercraft;
 - iii. Interview rooms, processing and holding areas; and,
 - iv. Portable surveillance systems, both towed and vehicle mounted.
 - c. Video capable threat and weapons detection;
 - d. Related equipment complementary to the offering of the solutions in subsections 1. a – c. above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters; and,
 - e. Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in subsections 1. a. - c. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. Proposers may offer related products and services to the extent that they are complementary to the offering of solutions in subsections 1. a. - c. above, such as;

- a. Accessories, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses; and
- b. Services, including training, installation, and administration of warranty programs.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Technology Catalog Solutions (RFP #081419);
- b. Public Safety Communications Technology and Hardware Solutions (RFP #042021);
- c. Public Safety Software (RFP #051321) with the exception of the types of solutions described in RFP Section II. B. 1. above;
- d. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421) with the exception of the types of solutions described in RFP Section II. B. 1. above;
- e. Law Enforcement Equipment (RFP #090122); and,
- f. Unmanned and Remotely Operated Vehicle Systems (RFP #011223).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcwell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcwell become a part of the RFP and will be delivered to potential proposers through the Sourcwell Procurement Portal. Sourcwell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcwell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcwell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account periodically after

submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



08/25/2023

Addendum No. 1

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I am not understanding what it is that this is for. Is this just a contract for Sourcewell with no specific job in mind?

Answer 1:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

Question 2:

I cannot open the contract template download.

Answer 2:

The RFP and Contract Template are available for download after registering for a free account on the [Sourcewell Procurement Portal \(sourcewell-mn.gov\)](https://sourcewell-mn.gov).

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 08/25/2023, is required at the time of proposal submittal.



08/25/2023

Addendum No. 2

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The question was not answered as to what this project is. There is no project requesting a bid. Just a statement that Sourcewell is requesting a bid. There is nothing to bid on. Is this just a request to blindly sign a contract for a potential future listing or is there a precise job to bid on?

Answer 1:

Sourcewell utilizes a competitive, **solutions**-based solicitation approach that is **not** based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 2:

Are there additional specifications regarding pricing format requirements and required content?

Answer 2:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of RFP Section III. A. – Pricing.

Question 3:

Could you provide a sample marketing plan or marketing plan format that Sourcewell expects to be submitted? Is there an expected Proposal Format or sample proposal format that Sourcewell expects to be submitted?

Answer 3:

Refer to RFP Section II. F. – Marketing Plan, “Proposer’s sales force will be the primary source of communication with Participating Entities. The Proposer’s Marketing Plan should demonstrate Proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer’s sales and service capabilities. It is expected that Proposer will promote and market any contract award.”

All proposals are evaluated based on the criteria stated in the RFP. Additional guidance can be found in the “Sourcewell Evaluator Scoring Guide” found on the “Bids Homepage” in the Resource Materials section of the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 08/25/2023, is required at the time of proposal submittal.



09/05/2023

Addendum No. 3

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

You refer in the RFP to the Sourcewell Evaluator's Scoring Guide, which you said is available on the procurement folder, but we need guidance where to find it.

Answer 1:

The Sourcewell Evaluator Scoring Guide is available on the Bids Homepage under the Resource Materials section at [Sourcewell Procurement Portal \(sourcewell-mn.gov\)](https://sourcewell-mn.gov).

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/05/2023, is required at the time of proposal submittal.



9/14/2023

Addendum No. 4

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Please provide the information for joining the Pre-Proposal Conference on September 19, 2023, 10:00 a.m., Central Time.

Answer 1:

Registered plan takers will receive log-in instructions via email two business days prior to the online conference.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 9/14/2023, is required at the time of proposal submittal.



09/18/2023

Addendum No. 5

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How does this differ from The NY State Contract NYS CONTRACT PT68793 – Intelligent Facility and Security Systems & Solutions?

Answer 1:

This RFP is published by Sourcewell, an independent government agency located within Minnesota, for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell solicitations are standalone from any other agency. Some agencies repost as a service to others. Any contract derived from this solicitation (RFP #101223) will be separate as Sourcewell is its own lead agency and not required to partner with other agencies.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/18/2023, is required at the time of proposal submittal.



09/20/2023

Addendum No. 6

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following addendum to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Sourcewell received multiple notifications from potential proposers that the link was not working for the pre-proposal conference that was conducted on 9/19/2023.

Answer 1:

Due to a technical issue some potential proposers were not able to log in. Sourcewell has emailed a link to the recording of the pre-proposal conference to all registered plan takers through the Sourcewell Procurement Portal. A document with a link to the recording has also been added to the "Bid Documents" section of the solicitation on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/20/2023, is required at the time of proposal submittal.



09/21/2023

Addendum No. 7

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the questions asked by bidders during the pre-proposal conference be compiled and responded to by Sourcewell, then sent as an addendum for all bidders to read?

Answer 1:

Sourcewell does not currently intend to post an addendum of compiled questions that were submitted and answered during the pre-proposal conference. Proposers may view a recording of the pre-proposal conference either through the link emailed to registered plan takers or utilizing the document with the link posted to the "Bid Documents" section of the solicitation on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 09/21/2023, is required at the time of proposal submittal.



9/21/2023

Addendum No. 8

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a supplier be awarded two Sourcewell contracts, under different categories?
Especially if the same product lines are available on both categories?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 9/21/2023, is required at the time of proposal submittal.



9/26/2023

Addendum No. 9

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section B3 states that equipment, products or services under categories included in pending, planned or contract currently maintained should not be included in our response. How can we find out which manufacturers are listed on current contracts? I can find the vendors on contracts on the website, not manufacturers.

Answer 1:

RFP Section III. B. 3. identifies equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that have been excluded from consideration under this RFP. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell. The documentation for those excluded categories can be found at [Search Sourcewell Awarded Contracts & Vendors | Sourcewell \(sourcewell-mn.gov\)](#). By using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 9/26/2023, is required at the time of proposal submittal.



10/02/2023

Addendum No. 10

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How do I change my status to NO BID?

Answer 1:

Sourcewell does not require a notice of no bid from vendors who have decided not to submit a proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 10/02/2023, is required at the time of proposal submittal.



10/05/2023

Addendum No. 11

Solicitation Number: RFP 101223

Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Under Line Item 12, Sourcewell is requesting, "Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response." As a privately held company is this required?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process.

Question 2:

For Line Item 61, Sourcewell requests, "Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer." How would we price that? Is it possible to bill the customer separately for installations and freight separate from this Sourcewell contract? These are variable costs, so is the supplier supposed to list the highest possible price and can lower it as needed?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing.

Question 3:

For Line Item 56, Sourcewell mentions the “P-card procurement and payment process”. Please describe this in detail.

Answer 3:

Generally, the term “P-Card” is an abbreviation for purchasing card or procurement card. Additional background information can be found at the following site:

<https://www.napcp.org/page/WhatArePCards>

Question 4:

Regarding Pricing and Delivery, if delivery is an additional cost to the Sourcewell participating entity, is the supplier supposed to list this in their pricing materials? Regarding list pricing for items like installation that can go through a third party and vary depending on the project, are suppliers supposed to list the highest possible rate and lower it as needed?

Answer 4:

See answer to Question #2.

Question 5:

Will suppliers be evaluated based on the rate they list for the administrative fee on line 68.

Answer 5:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section III. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees. The proposed Admin fees are not evaluated.

End of Addendum

Acknowledgement of this Addendum to RFP 101223 posted to the Sourcewell Procurement Portal on 10/05/2023, is required at the time of proposal submittal.

**Solicitation Number: 101223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

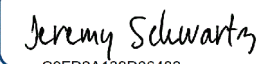
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Axon Enterprise, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 2/6/2024 | 12:43 PM CST

DocuSigned by:

By: 55DAEBB131A4424...
Robert Driscoll
Title: Vice President Legal, Associate General Counsel

Date: 2/6/2024 | 11:02 AM MST

101223-AXN

Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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Department: Legal

Version: 19.0

Release Date: 8/18/2023

EXHIBIT



Master Services and Purchasing Agreement for Agency

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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Department: Legal

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Master Services and Purchasing Agreement for Agency

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (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.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**AXON****Master Services and Purchasing Agreement for Agency****18. General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**AGENCY:**

Choose an item.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

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

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

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

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

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

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only)**. If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining **Agency's Axon Evidence account**
 Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing **Agency's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
 Proactively monitoring the health of **Axon equipment**
 Creating and monitoring RMAs **on-site**
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**
 Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



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Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name: Axon Enterprise, Inc.

Does your company conduct business under any other name? If yes, please state: AZ

Address: 17800 N. 85th Street
Scottsdale, Arizona 85255

Contact: Sales Ops

Email: contracts@axon.com

Phone: 480-905-2000

Fax: 480-991-0791

HST#: 86-0741227

Submission Details

Created On: Wednesday August 30, 2023 10:37:47

Submitted On: Wednesday October 11, 2023 15:09:59

Submitted By: Sales Ops

Email: contracts@axon.com

Transaction #: af6bb863-0ce1-46b3-8191-7a3da35d0e85

Submitter's IP Address: 69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Viewu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback.	*
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately \$1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/.	*
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDITATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon - In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. - Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. - In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	- Sourcwell Contract #010720 AXN: \$775M+ - Texas BuyBoard 603-20 (CEW only): \$15M+ - City of Charlotte CCPA Contract 2022000665: \$25M+ - League of Oregon Cities (fka NPP) Contract No. PS20270: \$110M+ - New York State Police Contract No. PA01857: \$595K+ - State of Arizona No. BPM002192/CTR049284-1: \$10M+ - State of Delaware PA for LOC Contract No. GSS20808-TASERS: \$90K+ - State of Kansas Contract No. 42523: \$4M+ - State of Michigan Contract No. 071B4300067: \$4M+ - State of Minnesota Contract 199111: \$1M+ - State of New Jersey T0106/17-FLEET-00738: \$95M+ - State of Oregon CEW Contract No. 8913: \$400K+ - State of Pennsylvania Contract No. 4400019257: \$18M+ - Washington State DES Contract No. 04220 for CEW: \$960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately \$200K - \$66M	Approximately \$68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately \$50K – \$17M	Approximately \$22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately \$1M – \$3M	Approximately \$17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately \$100K – \$13M	Approximately \$15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately \$19K – \$12M	Approximately \$14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.

28	Service force.	Axon employees approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: - Job Aids - E-Learning Certification Programs - Video Training Demonstrations - Software Simulations - Enrollment for Virtual Classes - Recordings of Previous Classes and Demonstrations - Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: - One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. - One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. - One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. - Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: - A list of license plates or vehicles known to be stolen - A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. - A list of license plates or vehicles with administrative issues such as unpaid vehicle

		registration, unpaid traffic fines, etc. Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected. ALPR DETECTION Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off. The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h). Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage. ALPR ALERTS Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows. Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition. Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert. Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system. RESPONDING TO ALPR ALERTS Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read. Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made. FLOCK ALPR INTEGRATION Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, 'bulk packaging' was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching \$76.9 million, \$55.4 million, and \$30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Axon generally sells at the sourced party's MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to

leave the vehicle at a moment's notice.

AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.

INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3

The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.

AB3 Features and benefits

A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.

AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.

INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as TASER being armed.

A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.

A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR

Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.

Features and Benefits

A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.

CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.

BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.

A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.

A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.

EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.

EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs. VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm

Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+

Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.

This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.

Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ -law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.

A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.

A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.

These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+

Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room

Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup.

Axon Device Manager

The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence

Axon Evidence

Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.

Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.

Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.

Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.

Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage

Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.

Third-party video support

The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.

Auto-transcribe

Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence's audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.

Auto-tagging

The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records

Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.

Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.

With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records' reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate

Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project. Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance

Axon Performance

Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance. Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.

While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.

As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.

Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.

Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards

Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.

With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90

My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:

- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training

Axon Virtual Reality

Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.

Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.

The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	☒ Yes ☐ No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	☒ Yes ☐ No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

		cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: - Overt and Covert Cameras - Covert Camera Enclosures - Microphones - Physical or Virtual Recording Servers - Touch Panels - Software application for workstations - POE Switches - Point-to-zoom cameras - In-room remote viewing indicator lights - Motion-detector camera activation - Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	☒ Yes ☐ No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	☒ Yes ☐ No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	☒ Yes ☐ No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or "capture" aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the "capture to courtroom" workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	☒ Yes ☐ No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	☒ Yes ☐ No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.

With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.

By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.

Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.

When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.

Our programs typically include items required to:

- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

managing all body-worn LTE data plans.

Create your initial configuration in Axon Evidence;

Train your administrators;

Install your in-car cameras and,

Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.

These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.

The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.

POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.

FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.

EVIDENCE CUSTODIANS –

Including those who will be responsible for digital evidence sharing is key.

LEGAL REPRESENTATIVES –
Including members of the larger legal community can assist with community alignment and buy-in.

Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.

First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.

When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.

While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements.

This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.

These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.

For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.

Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may

classify evidence as "Evidence Type" whereas in your CCTV system you may classify evidence as "Offense". Axon's migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.

Training

Training Overview

Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.

We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.

Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.

Training Materials

Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence

Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.

Additional curriculum and support materials include, but are not limited to:

- Job Aids
- E-Learning Certification Programs
- Video Training Demonstrations
- Software Simulations
- Enrollment for Virtual Classes
- Recordings of Previous Classes and Demonstrations
- Sample Lesson Plans

Key User Training (Train the Trainer)

End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.

System Administration Training

System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings.

Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.

Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.

Axon Evidence User Training

If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.

Recommended Class Structure / Training Plan

Under this project, Axon will provide the following training classes:

- One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.
- One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention. Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling. During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind. Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin. The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position. The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.

We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.

We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.

Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.

As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.

24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

		troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
 CALEA Standard 17.5.4 Compliant
 HIPAA and HITECH
 AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
 Cloud Security Alliance - CSA STAR Attestation (Level Two)
 Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
 Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview

Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.

Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.

Physical Security

SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools.

EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.

Software/Firmware Security

NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).

ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;

SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;

SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;

HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;

DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer

The Secure Upload Process

Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.

During offload from the camera to Axon Evidence:

1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera. If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.

Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service "Integrator Application" on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
 - [Financial Strength and Stability](#) - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
 - [Marketing Plan/Samples](#) - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
 - [Standard Transaction Document Samples](#) - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
 - [Upload Additional Document](#) - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
 - [Requested Exceptions](#) - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☒	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☒	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☒	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☒	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☒	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☒	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☒	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☒	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☒	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☒	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☒	2

**AMENDMENT #1
TO
CONTRACT # 101223-AXN**

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as “parties.”

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder “Axon Enterprise, Inc.” in Contract # 101223-AXN will be replaced with “Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 2/4/2025 | 10:39 AM CST

**Axon Enterprise, Inc. and it's Canadian
affiliate Axon Public Safety Canada, Inc.**

Signed by:
By: Robert Driscoll
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel
Date: 2/4/2025 | 9:07 AM MST

**AMENDMENT #2
TO
CONTRACT # 101223-AXN**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as “parties.”

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier’s product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

- a. Appendix for AI Technology
- b. DEDRONE Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

**Axon Enterprise, Inc. and its Canadian
affiliate Axon Public Safety Canada, Inc.**

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

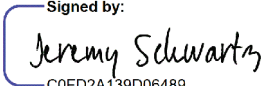
Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

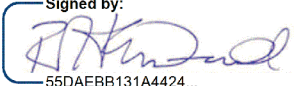
The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell
Signed by:

By: C0FD2A139D06489...

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.
Signed by:

By: 55DAEBB131A4424...

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, “**Axon Fleet**”) or Axon Outpost or Axon Lightpost (collectively all “ALPR Products”) is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or “Outpost Technology Assurance Plan” (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

**AMENDMENT #4
TO
CONTRACT #101223-AXN**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (#101223-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

Supplier has requested to update an Appendix to the Contract.

Now Therefore, the Parties agree as follows:

Exhibit A of the Contract is amended to incorporate the following into the Axon Master Services and Purchasing Agreement, Axon Cloud Services Terms of Use Appendix:

1. Carbyne Products and Services

1.1. Privacy Policy. Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

1.2. Data Retention and Storage. Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

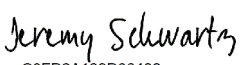
1.3. Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.

2. Prepared Products and Services.

2.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for prepared products prior to the execution of the SOW.

2.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assist Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sou ^{Signed by:}

^{C0FD2A139D06489...}
By: _____
Jeremy Schwartz
Chief Operating and Procurement Officer
Date: 3/11/2026 | 7:54 PM CDT

Axo ^{Signed by:}
Robert Driscoll
^{55DAEBB131A4424...}
By: _____
Robert E. Driscoll
Deputy Corporate Counsel
Date: 3/12/2026 | 10:51 AM MST



US DOMESTIC PRICEBOOK - 03/02/2026
Sourcewell #101223-AXN

Axon Hardware Equipment Volume	Discount Percentage
1	0%
2-99	1%
100-249	3%
250-499	5%
500-999	7%
1000+	10%

Axon manufactured hardware items base on quantity. These discounts do not apply to third party manufactured items or to Axon services, including Axon evidence subscriptions.

***NEW!** Items with "-" in MAX END USER PRICE = Quote required for pricing

***Product Names are subject to change without notice**

***Annual pricing for bundles, warranties and licenses may reflect a 4% YOY inflation escalator**

***SKU 101283 AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING. Axon Enterprise, Inc. may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.**

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
AB21B	AB2 1-Bay Dock Bundle	USD	\$794.07	Yes	Yes
AB2C	AB2 Camera Bundle	USD	\$1,283.46	Yes	Yes
AB2MuB	AB2 Multi-Bay Dock Bundle	USD	\$3,023.22	Yes	Yes
AB31BD	AB3 1-Bay Dock Bundle	USD	\$526.43	Yes	Yes
AB3C	AB3 Camera Bundle	USD	\$1,590.46	Yes	Yes
HWCNAB3	AB3 CONNECTED HARDWARE BUNDLE	USD	BUNDLE PRICING	Yes	Yes
AB3MBD	AB3 Multi Bay Dock Bundle	USD	\$2,770.31	Yes	Yes
H00003	AB4 1-Bay Dock Bundle	USD	\$526.43	Yes	Yes
H00001	AB4 Camera Bundle	USD	\$1,660.46	Yes	Yes
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	USD	BUNDLE PRICING	Yes	Yes
H00004	AB4 FLEX POV HARDWARE BUNDLE	USD	\$1,275.90	Yes	Yes
T00001	AB4 FLEX POV TAP BUNDLE	USD	\$10.11	Yes	Yes
H00002	AB4 Multi Bay Dock Bundle	USD	\$3,297.22	Yes	Yes
102553	ADAPTIVE CONTROL INSTRUCTOR CERT COURSE (4-DAY 10 PEOPLE)	USD	\$15,000.00		
100554	AMENDMENT CREDIT - GOODS AXON	USD	-		
101026	AMENDMENT CREDIT - GOODS CEW	USD	-		
100555	AMENDMENT CREDIT - SOFTWARE AND SERVICES	USD	-		
102385	APOLLO ADVANCE DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	USD	\$13.35		Yes
102387	APOLLO ADVANCE DUTY PROBE REMOVAL TOOL (AADPRT)	USD	\$10.00		
100972	ATV CHEST PROTECTOR MOUNT, RAPIDLOCK	USD	\$99.00		
102271	AUROR - RETAIL CRIME HUB	USD	\$15.00		Yes
101754	AXON - 12 MONTH SWS TECHNICAL ACCOUNT MANAGER	USD	\$225,670.08		
101741	AXON - AI PROFESSIONAL SERVICES	USD	-		Yes
101740	AXON - AI SOFTWARE LICENSE	USD	\$355.81		Yes
100865	AXON - DEVICE CHECKOUT KIOSK - ANDROID	USD	\$5,000.00		
100866	AXON - DEVICE CHECKOUT KIOSK - IOS	USD	\$5,000.00		
100142	AXON - DOCK POWER SUPPLY - 120W 16VDC	USD	\$140.25		
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	USD	\$43.90		
71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	USD	\$10.00		
70027	AXON - ECOM DOCK CORE	USD	\$314.00		
101849	AXON - ISP IMPLEMENTATION SERVICE	USD	\$300.00		
100946	AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER	USD	\$26,687.10		Yes
50200	AXON - ONSITE TECHNICAL ACCOUNT MANAGER	USD	\$26,687.10		Yes
101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	USD	\$8,895.70		Yes
80505	AXON - REGIONAL TECHNICAL ACCOUNT MANAGER	USD	\$15,941.09		Yes
103129	AXON - SPEAKER PAYLOAD	USD	\$1,800.00		
73092	AXON - VIEWER ANDROID TABLET	USD	\$261.00		
73104	AXON - VIEWER STANDARD ANDROID	USD	\$282.00		
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	USD	\$120.98		Yes
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	USD	\$324.00		
102333	AXON VR - TAP REFRESH 2 - RIFLE CONTROLLER	USD	\$339.00		
102332	AXON VR - TAP REFRESH 3 - RIFLE CONTROLLER	USD	\$351.00		
99901	AXON ACCELERATE CONFERENCE REGISTRATION	USD	\$899.00		
S00016	AXON AI - AI ERA	USD	\$283.24	Yes	Yes
S00007	AXON AI - AI ERA LEADERS	USD	\$212.07	Yes	Yes
102011	AXON AI ASSISTANT	USD	\$42.70		Yes
101065	AXON AIR - PI DJI AIR 2S DEEP DIVE	USD	-		
101069	AXON AIR - PI DJI AVATA DEEP DIVE	USD	-		
101066	AXON AIR - PI DJI FPV DEEP DIVE	USD	-		
101063	AXON AIR - PI DJI MAVIC 2 PRO DEEP DIVE	USD	-		
101068	AXON AIR - PI DJI MAVIC 3 DEEP DIVE	USD	-		
101064	AXON AIR - PI DJI MAVIC AIR 2 DEEP DIVE	USD	-		
101062	AXON AIR - PI DJI MAVIC MINI DEEP DIVE	USD	-		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101061	AXON AIR - PI DJI MINI 2 DEEP DIVE	USD	-		
101067	AXON AIR - PI DJI MINI 3 PRO DEEP DIVE	USD	-		
101056	AXON AIR - PI DJI M300 DEEP DIVE	USD	\$49.00		
102639	AXON AIR - SKYDIO CONNECT FUSION+ FOR X10	USD	\$113.86		Yes
101893	AXON AIR - SKYDIO STREAMING PREMIUM	USD	\$213.37		Yes
100584	AXON AIR - ADVANCED STREAMING ADD-ON	USD	\$25.00		Yes
100586	AXON AIR - API INTEGRATIONS ADD-ON	USD	\$41.67		Yes
102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	USD	\$49.82		Yes
101514	AXON AIR - CUSTOM IN-PERSON TRAINING INSTRUCTOR DAY RATE	USD	\$7,500.00		
102009	AXON AIR - DEDRONE 1107K UAV JAMMER	USD	\$398,740.00		
101812	AXON AIR - DEDRONE ADS PINGSTATION	USD	\$3,335.00		
101788	AXON AIR - DEDRONE AEROSCOPE ANTENNA SET	USD	\$2,500.00		
101650	AXON AIR - DEDRONE AI CONNECTOR 1.0	USD	\$15,000.00		
101680	AXON AIR - DEDRONE AI CONNECTOR 2.0	USD	\$15,000.00		
101811	AXON AIR - DEDRONE ASSESSMENT / SITE SURVEY	USD	\$6,699.00		
101880	AXON AIR - DEDRONE BEYOND LONG RANGE 1YR EXT WARRANTY	USD	\$213,248.00		
101922	AXON AIR - DEDRONE BEYOND LONG RANGE EXT WARRANTY	USD	\$1,041.25		
101883	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	USD	\$2,915.50		Yes
101739	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE HW KIT	USD	\$464,850.00		
101733	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	USD	\$6,144.38		Yes
101656	AXON AIR - DEDRONE BOX SERVER	USD	\$10,000.00		
101809	AXON AIR - DEDRONE CAMERA MOUNT	USD	\$200.00		
101808	AXON AIR - DEDRONE CITYWIDE	USD	\$2,083.33		Yes
101813	AXON AIR - DEDRONE DATA PORTAL - ON PREM	USD	\$2,083.33		Yes
101665	AXON AIR - DEDRONE DATA PORTAL - ONLINE	USD	\$2,083.33		Yes
102122	Axon Air - Dedrone Development Services	USD	\$250.00		
101831	AXON AIR - DEDRONE ELR 1 YR EXTENDED WARRANTY	USD	\$12,495.00		
101818	AXON AIR - DEDRONE ELR RADAR	USD	\$124,950.00		
101828	AXON AIR - DEDRONE ELR SOFTWARE LICENSE	USD	\$728.92		
101683	AXON AIR - DEDRONE ESR 1 YEAR EXTENDED WARRANTY	USD	\$3,995.00		
101659	AXON AIR - DEDRONE ESR RADAR	USD	\$45,000.00		
101827	AXON AIR - DEDRONE ESR SOFTWARE LICENSE	USD	\$233.04		
101819	AXON AIR - DEDRONE F EXTENDED 1YR WARRANTY	USD	\$6,905.00		
101810	AXON AIR - DEDRONE FIXED PTZ CAMERA	USD	\$1,063.00		
101749	AXON AIR - DEDRONE FIXEDSITE HW KIT	USD	\$105,000.00		
101814	AXON AIR - DEDRONE FLIR RANGER HDC MR CAMERA	USD	\$145,507.00		
101815	AXON AIR - DEDRONE FLIR RANGER HDC MS 1200 CAMERA	USD	\$262,000.00		
101816	AXON AIR - DEDRONE HARD SHELL CARRYING CASE	USD	\$1,000.00		
101682	AXON AIR - DEDRONE INSTALL SERVICES	USD	\$3,500.00		
101844	AXON AIR - DEDRONE JACKERY BATTERY PACK	USD	\$600.00		
101676	AXON AIR - DEDRONE LAPTOP SERVER	USD	\$4,000.00		
101652	AXON AIR - DEDRONE MAST - 10M	USD	\$6,824.40		
101653	AXON AIR - DEDRONE MAST - 3M	USD	\$4,038.60		
101745	AXON AIR - DEDRONE PORTABLE HW KIT	USD	\$40,000.00		
101677	AXON AIR - DEDRONE RACK SERVER	USD	\$10,000.00		
101884	AXON AIR - DEDRONE RAPID RESPONSE - STANDARD RADAR SOFTWARE	USD	\$932.17		Yes
101885	AXON AIR - DEDRONE RAPID RESPONSE - STD RADAR 1YR EXT WARRANT	USD	\$63,920.00		
101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	USD	\$215,000.00		
101658	AXON AIR - DEDRONE RAPID RESPONSE MULTI SENSOR HW KIT	USD	\$374,800.00		
101661	AXON AIR - DEDRONE RF-160	USD	\$15,000.00		
101817	AXON AIR - DEDRONE RF-310	USD	\$30,000.00		
101662	AXON AIR - DEDRONE RF-360	USD	\$15,000.00		
101663	AXON AIR - DEDRONE RF-560	USD	\$30,000.00		
101678	AXON AIR - DEDRONE RI RADAR	USD	\$575,000.00		
101825	AXON AIR - DEDRONE RI RADAR 1YR SOFTWARE	USD	\$3,677.96		
101824	AXON AIR - DEDRONE RI RADAR 1YR WARRANTY	USD	\$52,542.25		
101820	AXON AIR - DEDRONE SAFE LINK BOX	USD	\$3,000.00		
101651	AXON AIR - DEDRONE STANDARD PTZ CAMERA	USD	\$5,000.00		
101679	AXON AIR - DEDRONE TACTICAL REMOTE BOX	USD	\$1,000.00		
101821	AXON AIR - DEDRONE TITAN MULTI-NODE FULL SPECTRUM KIT	USD	\$479,000.00		
101868	AXON AIR - DEDRONEBEYOND OPTICAL HW KIT	USD	\$50,000.00		
101869	AXON AIR - DEDRONEBEYOND RADAR - SHORT RANGE	USD	\$100,000.00		
101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	USD	\$833.33		Yes
101681	AXON AIR - DEDRONETRACKER.AI DEFENSE SOFTWARE ONPREM	USD	\$3,333.33		Yes
101829	AXON AIR - DEDRONETRACKER.AI MITIGATION SOFTWARE HOSTED	USD	\$2,083.33		Yes
101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	USD	\$625.00		Yes

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101698	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE ON-PREM	USD	\$20,000.00		
101830	AXON AIR - DEDRONETRACKER.AI TACTICAL SOFTWARE HOSTED	USD	\$20,833.33		Yes
102305	AXON AIR - DFR REMOTE OPERATOR TRAINING	USD	\$7,500.00		
12016	AXON AIR - DPGS NIGHT OPS COURSE - TRAINING	USD	\$99.00		
100612	AXON AIR - DRONESENSE 2HR VIRTUAL TRAINING	USD	\$625.00		
102303	AXON AIR - DRONESENSE ADS-B X INTEGRATION	USD	\$166.67		Yes
102300	AXON AIR - DRONESENSE ADVANCED REPORTING	USD	\$166.67		Yes
102296	AXON AIR - DRONESENSE CASIA G INTEGRATION	USD	\$625.00		Yes
102281	AXON AIR - DRONESENSE CLOUDSTREAM FOR DOCKS (NON-SKYDIO)	USD	\$266.67		Yes
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	USD	\$141.67		Yes
102304	AXON AIR - DRONESENSE DJI DOCK INSTALLATION	USD	\$6,000.00		
102282	AXON AIR - DRONESENSE EXTERNAL API ACCESS	USD	\$1,666.67		Yes
100585	AXON AIR - DRONESENSE GEOSPATIAL ADD-ON	USD	\$166.67		Yes
12015	AXON AIR - DRONESENSE IN-PERSON TRAINING	USD	\$3,500.00		
102283	AXON AIR - DRONESENSE LIC FOR DJI DOCK	USD	\$658.33		Yes
102306	AXON AIR - DroneSense Managed Reporting Service	USD	\$10,000.00		
12024	AXON AIR - DRONESENSE MOBILE STREAMING (1200 HOURS)	USD	\$200.00		Yes
102292	AXON AIR - DRONESENSE PREMIUM MAINTENANCE FOR DJI DOCK	USD	\$441.67		Yes
102284	AXON AIR - DroneSense Remote 4-Week Equipment Lease	USD	\$4,000.00		
102285	AXON AIR - DRONESENSE REMOTE 4-WEEK TRIAL (US/CAN)	USD	\$20,000.00		
100587	AXON AIR - DRONESENSE REMOTE ADD-ON (CLASS 1)	USD	\$291.67		Yes
100588	AXON AIR - DRONESENSE REMOTE ADD-ON (CLASS 2)	USD	\$416.67		Yes
100589	AXON AIR - DRONESENSE REMOTE ADD-ON (CLASS M)	USD	\$166.67		Yes
100485	AXON AIR - DRONESENSE REMOTE OPERATIONS ONBOARDING (US/CAN)	USD	\$15,000.00		
102307	AXON AIR - DRONESENSE SAFESKY INTEGRATION	USD	\$166.67		Yes
100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	USD	\$75.00		Yes
102299	AXON AIR - DRONESENSE TAK INTEGRATION	USD	\$166.67		Yes
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	USD	\$141.67		Yes
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	USD	\$241.67		Yes
100582	AXON AIR - DRONESENSE UAS LICENSE (CLASS M)	USD	\$75.00		Yes
12029	AXON AIR - EVIDENCE.COM LICENSE - BASIC ACCESS	USD	\$22.20		Yes
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	USD	\$42.98		Yes
12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	USD	\$57.79		Yes
101145	AXON AIR - FL ASO DAY STAFFING - 40 HRS	USD	\$14,300.00		Yes
101146	AXON AIR - FL ASO DAY STAFFING - 70 HRS	USD	\$25,025.00		Yes
101147	AXON AIR - FL ASO DAY/NIGHT STAFFING - 40 HRS	USD	\$15,253.33		Yes
101148	AXON AIR - FL ASO DAY/NIGHT STAFFING - 70 HRS	USD	\$26,693.33		Yes
101138	AXON AIR - FL ASO TRAINING (UP TO 10 OFFICERS)	USD	\$9,800.00		
101128	AXON AIR - FL DFR TRIAL	USD	\$25,047.00		
101129	AXON AIR - FL EQUIPMENT LEASE	USD	\$4,100.00		
101135	AXON AIR - FL FAA COA 2 TO 1	USD	\$4,400.00		
101131	AXON AIR - FL FAA COA BLANKET	USD	\$1,650.00		
101134	AXON AIR - FL FAA COA BVLOS	USD	\$6,600.00		
101132	AXON AIR - FL FAA COA JURISDICTION	USD	\$3,300.00		
101133	AXON AIR - FL FAA COA TBVLOS	USD	\$550.00		
101130	AXON AIR - FL FAA COA TRAINING	USD	\$2,200.00		
101136	AXON AIR - FL HOURLY CONSULTING	USD	\$275.00		
101139	AXON AIR - FL RPIC DAY STAFFING - 40 HRS	USD	\$9,509.08		Yes
101140	AXON AIR - FL RPIC DAY STAFFING - 70 HRS	USD	\$16,640.83		Yes
101141	AXON AIR - FL RPIC DAY/NIGHT STAFFING - 40 HRS	USD	\$10,360.17		Yes
101142	AXON AIR - FL RPIC DAY/NIGHT STAFFING - 70 HRS	USD	\$18,130.25		Yes
101137	AXON AIR - FL RPIC TRAINING	USD	\$8,085.00		
101143	AXON AIR - FL VO NIGHT STAFFING - 20 HRS	USD	\$4,754.50		Yes
101144	AXON AIR - FL VO NIGHT STAFFING - 35 HRS	USD	\$8,320.42		Yes
101434	AXON AIR - FOTOKITE - OPERATOR TRAINING	USD	\$2,541.00		
12344	AXON AIR - FOTOKITE CONNECT LICENSE	USD	\$275.00		Yes
101730	AXON AIR - FOTOKITE ON-SITE ROOFTOP BOX INSTALLATION	USD	\$2,541.00		
100776	AXON AIR - FOTOKITE SIGMA 4YR EXTENDED WARRANTY	USD	\$8,859.00		
100380	AXON AIR - FOTOKITE SIGMA COMMAND TABLET	USD	\$3,140.00		
12346	AXON AIR - FOTOKITE SIGMA MOBILE	USD	\$43,135.00		
100379	AXON AIR - FOTOKITE SIGMA ROOF-MOUNT	USD	\$51,322.00		
100368	AXON AIR - FOTOKITE SIGMA SERVICE & SUPPORT	USD	\$249.58		Yes
100381	AXON AIR - FOTOKITE VEHICLE DOCK TABLET CHARGING STATION	USD	\$2,720.00		
101116	AXON AIR - HM 3 FT DRONE LANDING PAD	USD	\$69.99		
100535	AXON AIR - PARSEC LTE-1700	USD	\$7,500.00		
100199	AXON AIR - PARSEC LTE-900	USD	\$4,600.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101074	AXON AIR - PI AUTEL EVO 2 DEEP DIVE	USD	-		
101075	AXON AIR - PI AUTEL EVO LITE DEEP DIVE	USD	-		
101054	AXON AIR - PI DRONE FLYING 101	USD	\$49.00		
101053	AXON AIR - PI DRONE MANEUVERS MASTERY	USD	\$99.00		
101052	AXON AIR - PI DRONE MAPPING BUNDLE	USD	\$299.00		
101051	AXON AIR - PI DRONERESPONDERS PART 107 BUNDLE	USD	\$149.00		
101057	AXON AIR - PI NIST MADE EASY	USD	\$49.00		
101071	AXON AIR - PI PARROT ANAFI AI DEEP DIVE	USD	-		
101072	AXON AIR - PI PARROT ANAFI THERMAL DEEP DIVE	USD	-		
101073	AXON AIR - PI PARROT ANAFI USA DEEP DIVE	USD	-		
101050	AXON AIR - PI PART 107 - MADE EASY BUNDLE	USD	\$159.00		
101059	AXON AIR - PI PART 107 NIGHT TRAINING COURSE	USD	-		
101058	AXON AIR - PI PUBLIC SAFETY COA MADE EASY	USD	-		
101070	AXON AIR - PI SKYEBROWSE DEEP DIVE	USD	-		
101060	AXON AIR - PI ULTIMATE DRONE PILOT GUIDE	USD	-		
101055	AXON AIR - PI VISUAL OBSERVER ESSENTIALS	USD	\$49.00		
100635	AXON AIR - POLAR PRO CINEMA SERIES ND FILTERS	USD	\$69.99		
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	USD	\$2,500.00		
101086	AXON AIR - RTC COUNTER DRONE MEASURES CRS (16 STDNT LIMIT)	USD	\$13,333.33		
101088	AXON AIR - RTC DFR COURSE (20 STDNT LIMIT)	USD	\$13,333.33		
101091	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (11-15 STDNTS)	USD	\$11,444.44		
101089	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (1-5 STDNTS)	USD	\$7,888.89		
101092	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (16-20 STDNTS)	USD	\$12,888.89		
101090	AXON AIR - RTC FAA PART 107 GROUND SCHOOL (6-10 STDNTS)	USD	\$10,000.00		
101099	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (11-15 STDNTS)	USD	\$20,000.00		
101097	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (1-5 STDNTS)	USD	\$8,888.89		
101100	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (16-20 STDNTS)	USD	\$24,444.44		
101098	AXON AIR - RTC LOKI II TACTICAL DRONE COURSE (6-10 STDNTS)	USD	\$14,555.56		
101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	USD	\$5,000.00		
101077	AXON AIR - RTC ON-SITE ONBOARDING (11-20 STDNTS)	USD	\$8,333.33		
101081	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (11-15 STDNTS)	USD	\$24,444.44		
101079	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (1-5 STDNTS)	USD	\$10,666.67		
101080	AXON AIR - RTC UAS ADVANCED OPERATOR COURSE (6-10 STDNTS)	USD	\$17,222.22		
101084	AXON AIR - RTC UAS BASIC PILOTS COURSE (11-15 STDNTS)	USD	\$29,444.44		
101082	AXON AIR - RTC UAS BASIC PILOTS COURSE (1-5 STDNTS)	USD	\$12,777.78		
101085	AXON AIR - RTC UAS BASIC PILOTS COURSE (16-20 STDNTS)	USD	\$37,777.78		
101083	AXON AIR - RTC UAS BASIC PILOTS COURSE (6-10 STDNTS)	USD	\$21,333.33		
101114	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (11-15 ATTS)	USD	\$26,666.67		
101112	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (1-5 ATTS)	USD	\$11,111.11		
101113	AXON AIR - RTC UAS CRIME+ACCDNT MAPPING COURSE (6-10 ATTS)	USD	\$18,444.44		
101087	AXON AIR - RTC UAS CROWD MANAGEMENT (24 STDNT LIMIT)	USD	\$7,222.22		
101095	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (11-15 STDNTS)	USD	\$20,000.00		
101093	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (1-5 STDNTS)	USD	\$8,888.89		
101096	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (16-20 STDNTS)	USD	\$24,444.44		
101094	AXON AIR - RTC UAS INDOOR TACTICAL COURSE (6-10 STDNTS)	USD	\$14,555.56		
101101	AXON AIR - RTC UAS MANAGERS COURSE (24 STUDENT LIMIT)	USD	\$7,222.22		
101104	AXON AIR - RTC UAS NIGHTTIME OPERATORS COURSE (11-15 STDNTS)	USD	\$20,555.56		
101102	AXON AIR - RTC UAS NIGHTTIME OPERATORS COURSE (1-5 STDNTS)	USD	\$9,444.44		
101103	AXON AIR - RTC UAS NIGHTTIME OPERATORS COURSE (6-10 STDNTS)	USD	\$15,111.11		
101107	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (11-15 STDNTS)	USD	\$22,222.22		
101105	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (1-5 STDNTS)	USD	\$19,444.44		
101106	AXON AIR - RTC UAS NIST TRAIN THE TRAINER CRS (6-10 STDNTS)	USD	\$22,222.22		
101110	AXON AIR - RTC UAS OPERATORS COURSE (11-15 STDNTS)	USD	\$38,888.89		
101108	AXON AIR - RTC UAS OPERATORS COURSE (1-5 STDNTS)	USD	\$17,222.22		
101111	AXON AIR - RTC UAS OPERATORS COURSE (16-20 STDNTS)	USD	\$46,666.67		
101109	AXON AIR - RTC UAS OPERATORS COURSE (6-10 STDNTS)	USD	\$28,444.44		
101115	AXON AIR - RTC UAS VISUAL OBSERVER COURSE	USD	\$8,444.44		
101078	AXON AIR - RTC VIRTUAL ONBOARDING	USD	\$2,500.00		
101591	AXON AIR - SANDISK 128GB EXTREME MICROSD	USD	\$59.00		
101590	AXON AIR - SANDISK 256GB EXTREME MICROSD	USD	\$69.00		
100888	AXON AIR - SIGYN MKI REPLACEMENT DRIVE ASSEMBLY	USD	\$935.00		
101621	AXON AIR - SKYDIO - 100W WALL ADAPTER NA	USD	\$70.00		
101626	AXON AIR - SKYDIO - 230W WALL ADAPTER NA	USD	\$115.00		
101515	AXON AIR - SKYDIO - 3D SCAN FOR X10 PERPETUAL	USD	\$16,400.00		
101524	AXON AIR - SKYDIO - 3D SCAN X10 IN-PERSON TRAINING ADD-ON	USD	\$2,310.00		
101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	USD	\$5,000.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101534	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT RTK/PPK REFRESH	USD	\$975.00		
101523	AXON AIR - SKYDIO - CARE ENT SAFE VEHICLE V100L SENS PKG 3YR	USD	\$575.00		
101519	AXON AIR - SKYDIO - CARE FOR V100-L SENSOR PACKAGE 1YR	USD	\$462.50		
101505	AXON AIR - SKYDIO - CARE FOR V100-L SENSOR PACKAGE 3YR	USD	\$575.00		
101521	AXON AIR - SKYDIO - CARE FOR X10 + V100-L 1YR	USD	\$2,836.25		
101509	AXON AIR - SKYDIO - CARE FOR X10 + V100-L 3YR	USD	\$4,448.75		
101506	AXON AIR - SKYDIO - CARE FOR X10 + VT300-L 1YR	USD	\$3,747.50		
101510	AXON AIR - SKYDIO - CARE FOR X10 + VT300-L 3YR	USD	\$6,122.50		
101511	AXON AIR - SKYDIO - CARE FOR X10 + VT300-Z 1YR	USD	\$3,935.00		
101517	AXON AIR - SKYDIO - CARE FOR X10 + VT300-Z 3YR	USD	\$6,310.00		
101518	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + V100-L 1YR	USD	\$3,086.25		
101512	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + V100-L 3YR	USD	\$4,700.00		
101507	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-L 1YR	USD	\$3,997.50		
101520	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-L 3YR	USD	\$6,373.75		
101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	USD	\$4,185.00		
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	USD	\$6,561.25		
101538	AXON AIR - SKYDIO - DOCK DEPLOYMENT	USD	\$24,375.00		
101528	AXON AIR - SKYDIO - DOCK DEPLOYMENT AND TRAINING	USD	\$33,125.00		
101513	AXON AIR - SKYDIO - DOCK INSTRUCTOR TRAINING	USD	\$5,000.00		
101504	AXON AIR - SKYDIO - EXTEND INTEGRATION	USD	\$520.73		Yes
101498	AXON AIR - SKYDIO - IN-PERSON TRAINING - DOCK FOR X10	USD	\$11,000.00		
101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	USD	\$3,112.50		Yes
101620	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR X10 DOCK	USD	\$1,174.23		Yes
101529	AXON AIR - SKYDIO - PATROL LED DFR SUITE	USD	\$1,041.56		Yes
101536	AXON AIR - SKYDIO - PATROL LED DFR SUITE CONNECT 5G BASE	USD	\$1,093.65		Yes
101527	AXON AIR - SKYDIO - PATROL LED DFR SUITE SKYD CONNECT 5G EXT	USD	\$1,160.31		Yes
101627	AXON AIR - SKYDIO - READY CASE	USD	\$500.00		
101537	AXON AIR - SKYDIO - REMOTE FLIGHT DECK CONNECT 5G BASE	USD	\$885.41		Yes
101543	AXON AIR - SKYDIO - UNBOXING + ENABLEMENT SUPPORT 1-50 SYST	USD	\$7,000.00		
101535	AXON AIR - SKYDIO - V100L SENSOR PKG REFRESH	USD	\$2,125.00		
101623	AXON AIR - SKYDIO - X10 BATTERY MOLLE POUCH BLACK	USD	\$115.00		
101622	AXON AIR - SKYDIO - X10 CONTROLLER MOLLE POUCH BLACK	USD	\$197.50		
101533	AXON AIR - SKYDIO - X10 IN-PERSON TRAINING OCONUS	USD	\$13,999.00		
101625	AXON AIR - SKYDIO - X10 MOLLE POUCH BLACK	USD	\$505.00		
101624	AXON AIR - SKYDIO - X10 MOLLE POUCH SET	USD	\$932.50		
101629	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ IR NA V100-L	USD	\$15,475.00		
101630	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ IR NA VT300-L	USD	\$19,577.50		
101631	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ VIS NA V100-L	USD	\$15,475.00		
101632	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ VIS NA VT300-L	USD	\$19,577.50		
101633	AXON AIR - SKYDIO - X10 READY KIT 2.4/5 GHZ VIS NA VT300-Z	USD	\$20,240.00		
100709	AXON AIR - SKYDIO 2 DOCK-COMPATIBLE BATTERY	USD	\$499.00		
100705	AXON AIR - SKYDIO 2/2+ ADMIN CASE	USD	\$249.00		
100642	AXON AIR - SKYDIO 2/2+ BLENDED TRAINING	USD	\$5,605.00		
100404	AXON AIR - SKYDIO 2/2+ CONTROLLER	USD	\$179.00		
12013	AXON AIR - SKYDIO 2/2+ DUAL CHARGER NORTH AMERICA	USD	\$149.00		
100449	AXON AIR - SKYDIO 2/2+ IN-PERSON TRAINING	USD	\$9,000.00		
100376	AXON AIR - SKYDIO 2/2+ IN-PERSON TRAINING (OCONUS)	USD	\$13,999.00		
100450	AXON AIR - SKYDIO 2/2+ INSTRUCTOR TRAINING	USD	\$5,000.00		
100405	AXON AIR - SKYDIO 2/2+ PRO CASE	USD	\$229.00		
100406	AXON AIR - SKYDIO 2/2+ PROPELLERS	USD	\$36.25		
100634	AXON AIR - SKYDIO 2/2+ TABLET HOLDER	USD	\$79.00		
100407	AXON AIR - SKYDIO 2/2+ TACTICAL SOFT CASE	USD	\$45.00		
100378	AXON AIR - SKYDIO 2+ BATTERY	USD	\$143.75		
100409	AXON AIR - SKYDIO 2+ BEACON	USD	\$219.00		
100377	AXON AIR - SKYDIO 2+ ENTERPRISE KIT (HARDWARE) NA	USD	\$1,950.00		
100640	AXON AIR - SKYDIO 2+ ENTERPRISE KIT CONTROLLER NA	USD	\$5,949.00		
101989	AXON AIR - SKYDIO 2+ REPLACEMENT VEHICLE - 2.4/5GHZ	USD	\$999.00		
101994	AXON AIR - SKYDIO 2+ REPLACEMENT VEHICLE - A	USD	\$1,436.25		
101164	AXON AIR - SKYDIO 2-UP CHARGER FOR X10	USD	\$510.00		
100462	AXON AIR - SKYDIO 3D SCAN FOR S2+	USD	\$312.40		Yes
102013	AXON AIR - SKYDIO 3D SCAN FOR S2+ MAINT & SUPPORT 1YR TERM	USD	\$1,349.00		Yes
101732	AXON AIR - SKYDIO 3D SCAN FOR S2+ MAINT & SUPPORT 3YR TERM	USD	\$3,999.00		
101231	AXON AIR - SKYDIO 3D SCAN FOR X10	USD	\$498.16		Yes
100452	AXON AIR - SKYDIO 3D SCAN FOR X2D IN-PERSON TRAINING ADD-ON	USD	\$2,310.00		
12232	AXON AIR - SKYDIO 3D SCAN FOR X2E	USD	\$498.05		Yes
100657	AXON AIR - SKYDIO 3D SCAN FOR X2E (PERPETUAL SOFTWARE)	USD	\$9,399.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
100453	AXON AIR - SKYDIO 3D SCAN FOR X2E IN-PERSON TRAINING ADD-ON	USD	\$2,310.00		
102019	AXON AIR - SKYDIO 3D SCAN FOR X2E MAINT & SUPPORT 1YR TERM	USD	\$1,899.00		Yes
100451	AXON AIR - SKYDIO 3D SCAN S2/2+ IN-PERSON TRAINING ADD-ON	USD	\$2,310.00		
101727	AXON AIR - SKYDIO 3D SCAN S2+ PRPTL SOFTW NO MAINT & SUPPORT	USD	\$6,599.00		
101728	AXON AIR - SKYDIO 3D SCAN X2E MAINTENANCE & SUPPORT 3YR	USD	\$5,599.00		
101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	USD	\$31.25		Yes
100649	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS (1-YEAR)	USD	\$300.00		
100711	AXON AIR - SKYDIO ASSURED FUTURE EQUIP - X2E COLOR/THERMAL	USD	\$14,799.00		
100712	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT - X2E COLOR	USD	\$11,999.00		
100713	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT ADDITIONAL BATT	USD	\$369.00		
101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	USD	\$35,335.00		
101248	AXON AIR - SKYDIO ATAK FOR X10	USD	\$3,123.75		Yes
102014	AXON AIR - SKYDIO AUTONOMY ENT S2+ MAINT & SUPPORT 1YR TERM	USD	\$349.00		Yes
101729	AXON AIR - SKYDIO AUTONOMY ENT S2+ MAINT & SUPPORT 3YR TERM	USD	\$999.00		
102015	AXON AIR - SKYDIO AUTONOMY ENT X2E MAINT & SUPPORT 1YR TERM	USD	\$899.00		Yes
101726	AXON AIR - SKYDIO AUTONOMY ENT X2E MAINT & SUPPORT 3YR TERM	USD	\$2,599.00		
100464	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR S2+	USD	\$78.01		Yes
100650	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR S2+ (PERPETUAL)	USD	\$1,649.00		
12230	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR X2E	USD	\$237.10		Yes
100651	AXON AIR - SKYDIO AUTONOMY ENTERPRISE FOR X2E (PERPETUAL)	USD	\$4,299.00		
101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	USD	\$517.71		Yes
100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	USD	\$461.25		
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	USD	\$370.00		
100714	AXON AIR - SKYDIO CARE ENT SAFE VEH UPGRADE CLR/THRML 3YR NA	USD	\$2,499.00		
100637	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR 3YR NA	USD	\$1,999.00		
100638	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR/THERMAL 1YR NA	USD	\$1,549.00		
100639	AXON AIR - SKYDIO CARE ENT X2E 5GHZ COLOR/THERMAL 3YR NA	USD	\$2,499.00		
100448	AXON AIR - SKYDIO CARE ENTERPRISE FOR S2+	USD	\$800.00		
101979	AXON AIR - SKYDIO CARE ENTERPRISE FOR X2E DUAL BAND EO 1 YR	USD	\$1,099.00		Yes
101980	AXON AIR - SKYDIO CARE ENTERPRISE FOR X2E DUAL BAND EO 3 YR	USD	\$1,999.00		Yes
100636	AXON AIR - SKYDIO CARE ENTERPRISE X2E 5GHZ COLOR 1YR NA	USD	\$1,099.00		
101981	AXON AIR - SKYDIO CARE ENTERPRISE X2E DUAL BAND EO/IR 1 YR N	USD	\$1,549.00		Yes
101982	AXON AIR - SKYDIO CARE ENTERPRISE X2E DUAL BAND EO/IR 3 YR N	USD	\$2,299.08		
100715	AXON AIR - SKYDIO CARE ENTRPRSE SAFE VEH UPGRADE CLR 3YR NA	USD	\$1,999.00		
101201	AXON AIR - SKYDIO CARE EXT WTY VT300-L SENSOR PACKAGE - 3 YR	USD	\$2,248.75		
101196	AXON AIR - SKYDIO CARE FOR VT300-L SENSOR PACKAGE - 1 YEAR	USD	\$1,373.75		
101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	USD	\$2,436.25		
101195	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE 1YR	USD	\$1,561.25		
101217	AXON AIR - SKYDIO CARE FOR X10 - 3 YR	USD	\$3,873.75		
102286	AXON AIR - SKYDIO CARE FOR X10 - DOCK OPS W/ THERMAL, 2.5 YR	USD	\$6,750.00		
101245	AXON AIR - SKYDIO CARE FOR X10 1-YR	USD	\$2,373.75		
101234	AXON AIR - SKYDIO CARE FOR X10 CELLULAR 5G (1YR)	USD	\$2,623.75		
101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	USD	\$4,125.00		
102302	AXON AIR - SKYDIO CARE X10 DOCKOPS VEH NONTHRM SNRPKG 2.5 Y	USD	\$5,250.00		
102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	USD	\$5,724.00		
102365	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM PH2 2.5YR	USD	\$6,750.00		
100655	AXON AIR - SKYDIO CLOUD ENTERPRISE REALTIME AWARENESS	USD	\$296.40		Yes
100644	AXON AIR - SKYDIO CLOUD STANDARD	USD	\$148.14		Yes
102468	AXON AIR - SKYDIO CONNECT DATA PLAN FOR R10	USD	\$234.85		Yes
102665	AXON AIR - SKYDIO CONNECT DATA PLAN FOR X10	USD	\$117.42		Yes
12234	AXON AIR - SKYDIO CONNECT LICENSE	USD	\$166.58		Yes
101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	USD	\$208.25		Yes
100447	AXON AIR - SKYDIO CONNECT LICENSE WITH 3D SCAN SUPPORT	USD	\$208.25		Yes
102687	AXON AIR - SKYDIO CONTROLLER 2 WITH WALL ADAPTER - NA	USD	\$3,200.00		
102003	AXON AIR - SKYDIO CONTROLLER NECK STRAP - SPARE	USD	\$30.00		
100411	AXON AIR - SKYDIO CONTROLLER USB-C TO LIGHTNING CABLE	USD	\$19.00		
101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	USD	\$142.33		Yes
101532	AXON AIR - SKYDIO DATA MGMT AND STREAMING SUITE	USD	\$382.29		Yes
102329	AXON AIR - SKYDIO DATA MGMT&STRMG STE W RANGE EXT (TMOBILE)	USD	\$538.54		Yes
101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	USD	\$46.88		Yes
101890	AXON AIR - SKYDIO DEDICATED RESOURCE - FULL TIME	USD	\$47,443.72		Yes
101898	AXON AIR - SKYDIO DEDICATED RESOURCE - HALF TIME	USD	\$23,721.85		Yes
101983	AXON AIR - SKYDIO DEPLOYMENT - SKYDIO DOCK	USD	\$19,500.00		
101199	AXON AIR - SKYDIO DFR COMMAND	USD	\$1,037.50		Yes
101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	USD	\$3,093.75		Yes
100706	AXON AIR - SKYDIO DOCK (OUTDOOR) FOR S2+	USD	\$9,999.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
100707	AXON AIR - SKYDIO DOCK (OUTDOOR) FOR X2	USD	\$12,498.75		
101998	AXON AIR - SKYDIO DOCK AIR FILTER REPLACEMENT 1	USD	\$49.00		
101558	AXON AIR - SKYDIO DOCK BATTERY FOR X10	USD	\$495.00		
101984	AXON AIR - SKYDIO DOCK DEPLOYMENT AND TRAINING	USD	\$26,500.00		
102027	AXON AIR - SKYDIO DOCK FOR S2+ KIT - 2.4/5GHZ	USD	\$11,996.00		
102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	USD	\$1,707.97		Yes
101580	AXON AIR - SKYDIO DOCK FOR X10 2.4/5 GHZ CELL DOCK ONLY	USD	\$45,000.00		
102648	AXON AIR - SKYDIO DOCK FOR X10 BOOTS	USD	\$1,600.00		
102719	AXON AIR - SKYDIO DOCK FOR X10 DFR KIT FOR OSP	USD	\$62,500.00		
101902	AXON AIR - SKYDIO DOCK ID	USD	\$79.00		
102022	AXON AIR - SKYDIO DOCK LITE BATTERY	USD	\$499.00		
102024	AXON AIR - SKYDIO DOCK LITE CRADLE	USD	\$1,999.00		
102001	AXON AIR - SKYDIO DOCK LITE IDS	USD	\$50.00		
101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	USD	\$275,291.25		
102691	AXON AIR - SKYDIO DROPPER FOR X10	USD	\$950.00		
102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	USD	\$559.00		
101171	AXON AIR - SKYDIO DYNAMIC MODE FOR X10	USD	\$225.00		Yes
101900	AXON AIR - SKYDIO EMBEDDED TECHNICAL SERVICE DEDICATED FULL	USD	\$41,513.74		Yes
101894	AXON AIR - SKYDIO EMBEDDED TECHNICAL SERVICE DEDICATED HALF	USD	\$20,756.16		Yes
100412	AXON AIR - SKYDIO ENTERPRISE CONTROLLER 5GHZ (X2E)	USD	\$4,499.00		
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	USD	\$12.50		Yes
102012	AXON AIR - SKYDIO FRACTIONAL RESOURCE	USD	\$7,116.56		Yes
100962	AXON AIR - SKYDIO IN-PERSON TRAINING - SKYDIO DOCK	USD	\$9,000.00		
101566	AXON AIR - SKYDIO LANDING PAD	USD	\$125.00		
101194	AXON AIR - SKYDIO LANDING PAD FOR NEXT X10	USD	\$99.00		
100652	AXON AIR - SKYDIO MEDIA SYNC ADD-ON (512GB) (1-YEAR TERM)	USD	\$82.91		Yes
101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	USD	\$72.91		Yes
101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	USD	\$250.00		Yes
101993	AXON AIR - SKYDIO ND FILTERS - SKYDIO V100-L SENSOR PACKAGE	USD	\$170.00		
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	USD	\$2,800.00		
101260	AXON AIR - SKYDIO NIGHTSENSE VISIBLE LIGHT FOR X10	USD	\$2,800.00		
102018	AXON AIR - SKYDIO ON PREM REMOTE OPS	USD	\$99,000.00		
102016	AXON AIR - SKYDIO ON PREM REMOTE OPS (3-YEAR LICENSE)	USD	\$297,000.00		
102017	AXON AIR - SKYDIO ON PREM REMOTE OPS (5-YEAR LICENSE)	USD	\$495,000.00		
101250	AXON AIR - SKYDIO PARACHUTE FOR X10	USD	\$5,000.00		
102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	USD	\$185.03		Yes
101891	AXON AIR - SKYDIO PART 107 PREP COURSE	USD	\$185.00		
101166	AXON AIR - SKYDIO PATROL-LED DFR SUITE	USD	\$1,041.56		Yes
101232	AXON AIR - SKYDIO PRO CASE (HARD-SHELL) FOR X10	USD	\$500.00		
101897	AXON AIR - SKYDIO PROFESSIONAL SERVICES (FIXED FEE)	USD	\$350.00		
101901	AXON AIR - SKYDIO PROGRAM DEPLOYMENT	USD	\$5,000.00		Yes
100963	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - BASIC	USD	\$6,000.00		
100964	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - ENTERPRISE	USD	\$20,000.00		
100965	AXON AIR - SKYDIO PROGRAM DOCUMENTATION - PUBLIC SAFETY	USD	\$20,000.00		
102469	AXON AIR - SKYDIO R10 BATTERY	USD	\$350.00		
102495	AXON AIR - SKYDIO R10 HARDWARE REPLACEMENT	USD	\$1,000.00		
102471	AXON AIR - SKYDIO R10 PATROL HW KIT	USD	\$8,000.00		
102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	USD	\$500.00		
102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	USD	\$59.00		
102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	USD	\$426.99		Yes
102465	AXON AIR - SKYDIO R10 TEAM HW KIT	USD	\$9,995.00		
101992	AXON AIR - SKYDIO READY CASE FOAM INSERT	USD	\$250.00		
101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	USD	\$7,500.00		
101985	AXON AIR - SKYDIO REMOTE FLIGHT DECK FOR X10	USD	\$833.34		Yes
101169	AXON AIR - SKYDIO REMOTE FLIGHT DECK SKYDIO CN 5G EXTEND	USD	\$952.09		Yes
100732	AXON AIR - SKYDIO REMOTE OPS	USD	\$1,250.00		Yes
102293	AXON AIR - SKYDIO SAFE - DOCK BUN VEH NON-THERMAL SNSR PKG	USD	\$68,460.00		
102274	AXON AIR - SKYDIO SAFE - DOCK BUNDLE (VEHICLE+THERM SENSOR)	USD	\$79,160.00		
102273	AXON AIR - SKYDIO SAFE - DOCK OPS BUNDLE - PHASE 1	USD	\$22,302.00		
102272	AXON AIR - SKYDIO SAFE - DOCK OPS BUNDLE - PHASE 2 REFRESH	USD	\$26,310.00		
102295	AXON AIR - SKYDIO SAFE - DOCKOPS BUN VEH NON-THERMAL SNSR PK	USD	\$13,232.00		
102849	AXON AIR - SKYDIO SAFE - NIGHTSENSE - REFRESH 1	USD	\$3,000.00		
102850	AXON AIR - SKYDIO SAFE - NIGHTSENSE - REFRESH 2	USD	\$3,500.00		
102851	AXON AIR - SKYDIO SAFE - NIGHTSENSE - REFRESH 3	USD	\$3,500.00		
101525	AXON AIR - SKYDIO SAFE - NIGHTSENSE IR REFRESH	USD	\$3,000.00		
101531	AXON AIR - SKYDIO SAFE - NIGHTSENSE VIS LIGHT REFRESH	USD	\$3,000.00		

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101540	AXON AIR - SKYDIO SAFE - SPEAKER REFRESH 1	USD	\$340.00		
101522	AXON AIR - SKYDIO SAFE - SPOTLIGHT REFRESH 1	USD	\$280.00		
102287	AXON AIR - SKYDIO SAFE - X10 DOCK COMMISSIONING	USD	\$15,800.00		
102697	AXON AIR - SKYDIO SAFE - X10 DOCK COMMISSIONING FOR OSP	USD	\$15,800.00		
102770	AXON AIR - SKYDIO SAFE - X10 DOCK DFR HW KIT - REFRESH 2	USD	\$76,130.00		
102771	AXON AIR - SKYDIO SAFE - X10 DOCK DFR OPS HW KIT - REFRESH 1	USD	\$17,840.00		
102772	AXON AIR - SKYDIO SAFE - X10 DOCK DFR OPS HW KIT - REFRESH 3	USD	\$21,560.00		
102767	AXON AIR - SKYDIO SAFE - X10 PATROL DFR HW KIT - REFRESH 1	USD	\$22,740.00		
102689	AXON AIR - SKYDIO SAFE - X10 PATROL DFR HW KIT - REFRESH 2	USD	\$25,280.00		
102692	AXON AIR - SKYDIO SAFE - X10 PATROL DFR HW KIT - REFRESH 3	USD	\$27,520.00		
102795	AXON AIR - SKYDIO SAFE X10 SPEAKER - REFRESH 2	USD	\$400.00		
102796	AXON AIR - SKYDIO SAFE X10 SPEAKER - REFRESH 3	USD	\$400.00		
102797	AXON AIR - SKYDIO SAFE - X10 SPOTLIGHT - REFRESH 2	USD	\$340.00		
102791	AXON AIR - SKYDIO SAFE - X10 SPOTLIGHT - REFRESH 3	USD	\$340.00		
102717	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 1	USD	\$22,740.00		
102713	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 2	USD	\$25,280.00		
102720	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 3	USD	\$27,520.00		
102298	AXON AIR - SKYDIO SAFE DOCKOPSBUN VEHNONTHRM SNSRPKG PH.2RFR	USD	\$15,610.00		
101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	USD	\$35,477.50		
102466	AXON AIR - SKYDIO SAFE R10 HW KIT - REFRESH 1	USD	\$6,740.00		
102474	AXON AIR - SKYDIO SAFE R10 HW KIT - REFRESH 2	USD	\$7,590.00		
102475	AXON AIR - SKYDIO SAFE R10 HW KIT - REFRESH 3	USD	\$8,530.00		
102476	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 1	USD	\$11,240.00		
102473	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 2	USD	\$12,650.00		
102477	AXON AIR - SKYDIO SAFE R10 TEAM HW KIT - REFRESH 3	USD	\$14,230.00		
102732	AXON AIR - SKYDIO SAFE X10 DFR DOCK PRO KIT FOR OSP - RFRSH2	USD	\$76,170.00		
102712	AXON AIR - SKYDIO SAFE X10 DOCK HW KIT FOR OSP - RFRSH2	USD	\$76,130.00		
102715	AXON AIR - SKYDIO SAFE X10 DOCK OPS HW KIT FOR OSP - RFRSH1	USD	\$17,840.00		
102716	AXON AIR - SKYDIO SAFE X10 DOCK OPS HW KIT FOR OSP - RFRSH3	USD	\$21,560.00		
102733	AXON AIR - SKYDIO SAFE X10 DOCK PRO OPS KIT FOR OSP - RFRSH1	USD	\$17,798.00		
102731	AXON AIR - SKYDIO SAFE X10 DOCK PRO OPS KIT FOR OSP - RFRSH3	USD	\$28,300.00		
101253	AXON AIR - SKYDIO SCOUT FOR X10	USD	\$37.50		Yes
101978	AXON AIR - SKYDIO SKYDIO X10 REMOTE FLIGHT DECK - DEPLOYMENT	USD	\$23,500.00		
101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	USD	\$295.00		
100719	AXON AIR - SKYDIO SPARES PLAN OP LAUNCHED SAFE VEH UPGRADE	USD	\$299.00		
100718	AXON AIR - SKYDIO SPARES PLAN OPERATOR-LAUNCHED X2E DRONES	USD	\$299.00		
101211	AXON AIR - SKYDIO SPEAKER FOR X10	USD	\$320.00		
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	USD	\$265.00		
100647	AXON AIR - SKYDIO STREAMING ADD-ON (10 HOUR BLOCK)	USD	\$52.50		
100648	AXON AIR - SKYDIO STREAMING ADD-ON (50 HOUR BLOCK)	USD	\$187.49		
101904	AXON AIR - SKYDIO STREAMING BASIC	USD	\$59.54		Yes
100645	AXON AIR - SKYDIO STREAMING BASIC	USD	\$51.98		Yes
100646	AXON AIR - SKYDIO STREAMING PREMIUM (1-YEAR TERM)	USD	\$187.40		Yes
102000	AXON AIR - SKYDIO USB 3.1C TO C, 1.2M CABLE - SPARE	USD	\$24.00		
101557	AXON AIR - SKYDIO V100-L SENSOR PACKAGE KIT	USD	\$1,699.00		
101996	AXON AIR - SKYDIO VIBRATION ISOLATOR KIT FOR SENSOR PACKAGE	USD	-		
101556	AXON AIR - SKYDIO VT300-L SENSOR PACKAGE KIT	USD	\$5,499.00		
101553	AXON AIR - SKYDIO VT300-Z SENSOR PACKAGE KIT	USD	\$5,499.00		
100966	AXON AIR - SKYDIO WAIVER APPLICATION - PUBLIC SAFETY	USD	\$20,000.00		
100967	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS	USD	\$70,000.00		
100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	USD	\$20,000.00		
100969	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS EXPANSION	USD	\$50,000.00		
12223	AXON AIR - SKYDIO WALL ADAPTER 100W, NORTH AMERICA	USD	\$86.25		
101222	AXON AIR - SKYDIO X10 ADMIN HARD CASE (2 DRONE)	USD	\$840.00		
101667	AXON AIR - SKYDIO X10 BATTERY MOLLE POUCH	USD	\$115.00		
101554	AXON AIR - SKYDIO X10 BATTERY MOLLE POUCH - COYOTE	USD	\$115.00		
101172	AXON AIR - SKYDIO X10 BLENDED TRAINING	USD	\$5,605.00		
101200	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME 3YR	USD	\$3,873.75		
101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	USD	\$4,125.00		
101255	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300L SENSORPKG 3YR	USD	\$2,248.75		
101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	USD	\$2,436.25		
102646	AXON AIR - SKYDIO X10 CONNECT - CONTROLLER-ONLY DATA PLAN	USD	\$88.96		Yes
101974	AXON AIR - SKYDIO X10 CONNECT - WPS DATA PLAN	USD	\$234.85		Yes
101500	AXON AIR - SKYDIO X10 CONNECT - X10 TO DOCK DATA PLAN	USD	\$354.40		Yes
101752	AXON AIR - SKYDIO X10 CONNECT DATA PLAN CONTROLLER	USD	\$281.82		Yes
102528	AXON AIR - SKYDIO X10 CONSUMABLES PLAN FOR DOCK OPS	USD	\$533.74		Yes

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101555	AXON AIR - SKYDIO X10 CONTROLLER MOLLE POUCH - COYOTE	USD	\$197.50		
101215	AXON AIR - SKYDIO X10 CONTROLLER ONLY 2.4/5 GHZ CELLULAR NA	USD	\$3,200.00		
101223	AXON AIR - SKYDIO X10 CROSSHAIR COORDINATES	USD	\$13.44		Yes
102696	AXON AIR - SKYDIO X10 DFR DOCK SERVICES - PREM SOL FOR OSP	USD	\$2,207.31		Yes
102693	AXON AIR - SKYDIO X10 DFR DOCK SUB PLAN W/ DATA FOR OSP	USD	\$3,172.21		Yes
102714	AXON AIR - SKYDIO X10 DFR PATROL SRVCS - PREM SOL FOR OSP	USD	\$380.74		Yes
102694	AXON AIR - SKYDIO X10 DFR PATROL SUB PLAN W/ DATA FOR OSP	USD	\$661.84		Yes
102677	AXON AIR - SKYDIO X10 DFR SUBSCRIPTION PLAN	USD	\$2,965.23		Yes
101549	AXON AIR - SKYDIO X10 DOCK BUN 5GLTERDY BYOP IR NA V100L	USD	\$59,300.00		
101560	AXON AIR - SKYDIO X10 DOCK BUN 5GLTERDY BYOP IR NA VT300L	USD	\$62,800.00		
101561	AXON AIR - SKYDIO X10 DOCK BUN 5GLTERDY BYOP IR NA VT300Z	USD	\$62,800.00		
101562	AXON AIR - SKYDIO X10 DOCK BUN 5GLTERDY BYOP VIS NA V100L	USD	\$59,300.00		
101563	AXON AIR - SKYDIO X10 DOCK BUN 5GLTERDY BYOP VIS NA VT300L	USD	\$62,800.00		
101564	AXON AIR - SKYDIO X10 DOCK BUN 5GLTERDY BYOP VIS NA VT300Z	USD	\$62,800.00		
101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	USD	\$12,995.00		
101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	USD	\$23,995.00		
102698	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING FOR OSP	USD	\$23,995.00		
102768	AXON AIR - SKYDIO X10 DOCK DFR HW KIT	USD	\$62,500.00		
102666	AXON AIR - SKYDIO X10 DOCK DFR SERVICES - PREMIUM SOLUTION	USD	\$2,207.31		Yes
102766	AXON AIR - SKYDIO X10 DOCK DFR SUBSCRIPTION PLAN W/ DATA	USD	\$3,172.21		Yes
102798	AXON AIR - SKYDIO X10 DOCK DFR SUBSCRIPTION PLAN W/O DATA	USD	\$2,937.36		Yes
101736	AXON AIR - SKYDIO X10 DOCK HW KIT	USD	\$72,180.00		
101565	AXON AIR - SKYDIO X10 DOCK OPS 5GLTERDY BYOP IR NA V100L	USD	\$13,055.00		
101569	AXON AIR - SKYDIO X10 DOCK OPS 5GLTERDY BYOP IR NA VT300L	USD	\$16,555.00		
101570	AXON AIR - SKYDIO X10 DOCK OPS 5GLTERDY BYOP IR NA VT300Z	USD	\$16,555.00		
101571	AXON AIR - SKYDIO X10 DOCK OPS 5GLTERDY BYOP VIS NA V100L	USD	\$13,055.00		
101572	AXON AIR - SKYDIO X10 DOCK OPS 5GLTERDY BYOP VIS NA VT300L	USD	\$16,555.00		
101581	AXON AIR - SKYDIO X10 DOCK OPS 5GLTERDY BYOP VIS NA VT300Z	USD	\$16,555.00		
102869	AXON AIR - SKYDIO X10 DOCK SITE SECURITY KIT	USD	\$64,685.00		
101977	AXON AIR - SKYDIO X10 EXTENDED WARRANTY	USD	\$1,999.00		
101579	AXON AIR - SKYDIO X10 GROUND STATION (2.4/5 GHZ) NA	USD	\$47,600.00		
102291	AXON AIR - SKYDIO X10 IN-PERSON + INSTRUCTOR TRAINING OCONUS	USD	\$23,748.75		
101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	USD	\$9,000.00		
101213	AXON AIR - SKYDIO X10 INSTRUCTOR TRAINING	USD	\$5,000.00		
101550	AXON AIR - SKYDIO X10 MOLLE POUCH - COYOTE	USD	\$505.00		
102730	AXON AIR - SKYDIO X10 PARACHUTE PLAN DOCK PRO FOR OSP	USD	\$130.00		Yes
102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	USD	\$20,700.00		
102667	AXON AIR - SKYDIO X10 PATROL DFR SERVICES - PREMIUM SOLUTION	USD	\$380.74		Yes
102678	AXON AIR - SKYDIO X10 PATROL DFR SUBSCRIPTION PLAN W/ DATA	USD	\$661.84		Yes
102793	AXON AIR - SKYDIO X10 PATROL DFR SUBSCRIPTION PLAN W/O DATA	USD	\$426.99		Yes
101738	AXON AIR - SKYDIO X10 PATROL HW KIT	USD	\$25,288.75		
102718	AXON AIR - SKYDIO X10 PATROL HW KIT FOR OSP	USD	\$20,700.00		
101734	AXON AIR - SKYDIO X10 PATROL-LED DFR SERVICES	USD	\$11,625.00		
102679	AXON AIR - SKYDIO X10 PATROL-LED DFR SUBSCRIPTION PLAN	USD	\$853.99		Yes
101635	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY BYOP IR NA V100L	USD	\$17,500.00		
101636	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY BYOP IR NA VT300L	USD	\$21,000.00		
101637	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY BYOP IR NA VT300Z	USD	\$21,000.00		
101638	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY BYOP VIS NA V100L	USD	\$17,500.00		
101639	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY BYOP VIS NA VT300L	USD	\$21,000.00		
101640	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY BYOP VIS NA VT300Z	USD	\$21,000.00		
103117	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY SIM IR NA V100L	USD	\$17,500.00		
103139	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY SIM IR NA VT300L	USD	\$21,000.00		
103138	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY SIM IR NA VT300Z	USD	\$21,000.00		
103137	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY SIM VIS NA V100L	USD	\$17,500.00		
103141	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY SIM VIS NA VT300L	USD	\$21,000.00		
103136	AXON AIR - SKYDIO X10 RDY KIT 5GLTERDY SIM VIS NA VT300Z	USD	\$21,000.00		
100436	AXON AIR - SKYDIO X10 RDY KIT W/ BATT 2.4/5 GHZ VL NA V100L	USD	\$14,552.50		
102025	AXON AIR - SKYDIO X10 READY KIT 2.4/5 GHZ IR NA VT300-Z	USD	\$20,240.00		
101666	AXON AIR - SKYDIO X10 READY KIT 2.4/5 GHZ IR NA VT300-Z	USD	\$20,240.00		
100441	AXON AIR - SKYDIO X10 RKT 1BAT 2.4/5 5GLTE TMBL IR NA VT300Z	USD	\$20,135.00		
101225	AXON AIR - SKYDIO X10 RTK/PPK	USD	\$920.00		
101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	USD	\$14,755.00		
101262	AXON AIR - SKYDIO X10 SAFE AIRFRAME REFRESH	USD	\$13,887.50		
101241	AXON AIR - SKYDIO X10 SAFE VT300L REFRESH	USD	\$6,476.25		
101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	USD	\$7,178.75		
101575	AXON AIR - SKYDIO X10 SENSOR PACKAGE 2.4/5 GHZ IR NA V100L	USD	\$8,021.25		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101573	AXON AIR - SKYDIO X10 SENSOR PACKAGE 2.4/5 GHZ VIS NA V100L	USD	\$8,021.25		
101220	AXON AIR - SKYDIO X10 SENSOR PACKAGE CASE	USD	\$89.00		
101205	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ IR NA VT300L	USD	\$12,123.75		
101230	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ IR NA VT300Z	USD	\$12,786.25		
101259	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ VIS NA VT300L	USD	\$12,123.75		
101236	AXON AIR - SKYDIO X10 SENSOR PKG 2.4/5 GHZ VIS NA VT300Z	USD	\$12,786.25		
100418	AXON AIR - SKYDIO X10 SKT 1BAT 2.4/5 5GLTE TMBL IR NA VT300L	USD	\$18,995.50		
101574	AXON AIR - SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM IR NA V100L	USD	\$8,838.75		
101206	AXON AIR - SKYDIO X10 SPARES PLAN SAFE VEHICLE REFRESH	USD	\$1,248.75		
101210	AXON AIR - SKYDIO X10 STARTER KIT (2.4/5 GHZ IR) NA VT300L	USD	\$19,100.50		
101243	AXON AIR - SKYDIO X10 STARTER KIT (2.4/5 GHZ IR) NA VT300Z	USD	\$19,763.00		
101567	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ IR NA + V100-L	USD	\$14,998.00		
101568	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA V100L	USD	\$14,998.00		
101218	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA VT300L	USD	\$19,100.50		
101263	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5 GHZ VIS NA VT300Z	USD	\$19,763.00		
103140	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY BYOP IR NA V100L	USD	\$17,500.00		
101577	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY BYOP IR NA VT300L	USD	\$21,000.00		
101235	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY BYOP IR NA VT300Z	USD	\$21,000.00		
101576	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY BYOP VIS NA V100L	USD	\$17,500.00		
101249	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY BYOP VIS NA VT300L	USD	\$21,000.00		
101247	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY BYOP VIS NA VT300Z	USD	\$21,000.00		
101578	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY SIM IR NA V100L	USD	\$17,500.00		
101227	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY SIM IR NA VT300L	USD	\$21,000.00		
103113	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY SIM IR NA VT300Z	USD	\$21,000.00		
103116	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY SIM VIS NA V100-L	USD	\$17,500.00		
103114	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY SIM VIS NA VT300L	USD	\$21,000.00		
103115	AXON AIR - SKYDIO X10 STR KIT 5GLTERDY SIM VIS NA VT300-Z	USD	\$21,000.00		
101214	AXON AIR - SKYDIO X10 VEH ONLY 2.4/5GHZ 5G/LTE RDY IR NA	USD	\$6,942.50		
101257	AXON AIR - SKYDIO X10 VEH ONLY 2.45 5GLTE RDY SIM VIS NA	USD	\$6,942.50		
102675	AXON AIR - SKYDIO X10 VEH REPLACEMENT COVERAGE PLAN THERM	USD	\$333.33		Yes
101238	AXON AIR - SKYDIO X10 VEHICLE ONLY - 2.4/5 GHZ - IR - NA	USD	\$6,125.00		
101252	AXON AIR - SKYDIO X10 VEHICLE ONLY 2.4/5 GHZ VIS NA	USD	\$6,125.00		
101975	AXON AIR - SKYDIO X10 VIRTUAL LIVE TRAINING	USD	\$6,250.00		
12224	AXON AIR - SKYDIO X2 BATTERY	USD	\$369.00		
102023	AXON AIR - SKYDIO X2 C/T REPLACEMENT VEHICLE - 2.4/5GHZ	USD	\$8,499.00		
101999	AXON AIR - SKYDIO X2 C/T REPLACEMENT VEHICLE - 2.4/5GHZ	USD	\$8,499.00		
101997	AXON AIR - SKYDIO X2 COLOR REPLACEMENT VEHICLE - 2.4/5GHZ	USD	\$4,799.00		
12222	AXON AIR - SKYDIO X2 DUAL CHARGER	USD	\$439.00		
102028	AXON AIR - SKYDIO X2 DUAL CHARGER ANZ	USD	\$439.00		
102004	AXON AIR - SKYDIO X2 GETTING STARTED GUIDE - SPARE	USD	\$52.00		
101990	AXON AIR - SKYDIO X2 HARDSTOP - SPARE	USD	\$29.00		
101988	AXON AIR - SKYDIO X2 HARDSTOP SCREWS - SPARE	USD	\$17.00		
102007	AXON AIR - SKYDIO X2 LEGAL INSERT - SPARE	USD	\$20.00		
102006	AXON AIR - SKYDIO X2 MICROFIBER CLOTHS - SPARE	USD	\$20.00		
101991	AXON AIR - SKYDIO X2 PROPELLER SCREWS - SPARE	USD	\$27.00		
102030	AXON AIR - SKYDIO X2 RMA HIGH	USD	\$2,700.00		
102031	AXON AIR - SKYDIO X2 RMA LOW	USD	\$1,200.00		
102026	AXON AIR - SKYDIO X2 RMA MEDIUM	USD	\$1,700.00		
102008	AXON AIR - SKYDIO X2 SPARE PARTS KIT	USD	\$540.00		
12225	AXON AIR - SKYDIO X2 SPARE PROP BLADES	USD	\$129.00		
102005	AXON AIR - SKYDIO X2 T3 L-KEY - SPARE	USD	\$24.00		
12226	AXON AIR - SKYDIO X2 TACTICAL SOFT CASE	USD	\$189.00		
100641	AXON AIR - SKYDIO X2D BLENDED TRAINING	USD	\$5,605.00		
100454	AXON AIR - SKYDIO X2D IN-PERSON TRAINING	USD	\$9,750.00		
100455	AXON AIR - SKYDIO X2D IN-PERSON TRAINING (OCONUS)	USD	\$13,212.50		
100456	AXON AIR - SKYDIO X2D INSTRUCTOR TRAINING	USD	\$3,137.50		
100425	AXON AIR - SKYDIO X2D ST KIT 1Y AE + 3DSCAN (5GHZ COLOR)	USD	\$30,467.00		
100416	AXON AIR - SKYDIO X2D ST KIT 3Y AE (1.8GHZ DUAL)	USD	\$23,997.00		
100429	AXON AIR - SKYDIO X2E 5GHZ COLOR (REPLACEMENT VEHICLE)	USD	\$4,799.00		
100430	AXON AIR - SKYDIO X2E 5GHZ DUAL (REPLACEMENT VEHICLE)	USD	\$8,499.00		
100097	AXON AIR - SKYDIO X2E BLENDED TRAINING	USD	\$5,605.00		
100457	AXON AIR - SKYDIO X2E IN-PERSON TRAINING	USD	\$9,000.00		
100458	AXON AIR - SKYDIO X2E INSTRUCTOR TRAINING	USD	\$5,000.00		
100375	AXON AIR - SKYDIO X2E ON-SITE TRAINING (OCONUS)	USD	\$13,999.00		
100095	AXON AIR - SKYDIO X2E STARTER KIT (5GHZ COLOR)	USD	\$10,999.00		
12221	AXON AIR - SKYDIO X2E STARTER KIT (5GHz COLOR/THERMAL)	USD	\$14,499.00		

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102029	AXON AIR - SKYDIO X2E STARTER KIT (5GHZ, COLOR) (HW) ANZ	USD	\$13,748.75		
101240	AXON AIR - SPARES PLAN FOR OPERATOR LAUNCHED X10	USD	\$1,248.75		
101855	AXON AIR - THIRD PARTY PROVIDED HARDWARE	USD	-		
102020	AXON AIR - THIRD PARTY PROVIDED SOFTWARE	USD	\$1.42		Yes
100581	AXON AIR - UAS LICENSE - CLASS 3	USD	\$266.67		Yes
101306	AXON AIR - UAS LICENSE (TRAINING DEVICE)	USD	\$75.00		Yes
100446	AXON AIR - WALL ADAPTER - 100W INTERNATIONAL	USD	\$69.00		
100408	AXON AIR - WALL ADAPTER - 65W NORTH AMERICA	USD	\$34.00		
101587	AXON AIR - WESTERN DIGITAL INDUSTRIAL 256GB MICROSD	USD	\$69.00		
A00047	AXON AIR DFR DOCK HIVE PLAN	USD	BUNDLE PRICING	Yes	Yes
A00044	AXON AIR DFR DOCK PLAN	USD	BUNDLE PRICING	Yes	Yes
A00045	AXON AIR DFR DOCK PRO PLAN	USD	BUNDLE PRICING	Yes	Yes
A00046	AXON AIR DFR PATROL PLAN	USD	BUNDLE PRICING	Yes	Yes
A00030	AXON AIR R10 PATROL KIT BUNDLE	USD	BUNDLE PRICING	Yes	Yes
A00031	AXON AIR R10 TEAM KIT BUNDLE	USD	BUNDLE PRICING	Yes	Yes
101203	AXON AIR - SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM IR NA VT300L	USD	\$12,941.25		
101226	AXON AIR - SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM IR NA VT300Z	USD	\$13,603.75		
101559	AXON AIR - SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM VIS NA V100L	USD	\$8,838.75		
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	USD	\$223.06	Yes	Yes
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	USD	\$344.73	Yes	Yes
CLASSMUAS	AXON AIR, CLASS M UAS BUNDLE	USD	\$141.95	Yes	Yes
12328	AXON AIR, ON-SITE TRAINING	USD	\$4,125.00		
101258	AXON AIR-SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM VIS NA VT300L	USD	\$12,941.25		
101197	AXON AIR-SKYDIO X10 SNSR PKG 2.45 5GLTERDY SIM VIS NA VT300Z	USD	\$13,603.75		
85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	USD	\$44.41		Yes
85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	USD	\$43.27		Yes
101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	USD	-		
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	USD	\$35.58		Yes
11509	AXON BODY - BELT CLIP - RAPIDLOCK	USD	\$34.00		
100596	AXON BODY - BODY WORN CAMERA CERTIFICATION	USD	\$425.00		
11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	USD	\$11.00		
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	USD	\$11.77		
100533	AXON BODY - DUAL PORT USB-C CAR CHARGER - BLACK	USD	\$19.99		
73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	USD	\$7.12		Yes
102769	AXON BODY - LICENSE - CONNECTED CAMERA 30 MONTHS	USD	\$150.00		
73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	USD	\$21.35		Yes
102815	AXON BODY - LICENSE CONNECTED CAMERA	USD	\$7.12		Yes
101758	AXON BODY - MOUNT - CHEST HARNESS KICKFAST	USD	\$97.50		
100742	AXON BODY - MOUNT - CHEST HARNESS RAPIDLOCK	USD	\$100.00		
13025	AXON BODY - MOUNT - CUSTOM	USD	\$34.00		
101770	AXON BODY - MOUNT - GARMENT CLIP KICKFAST	USD	\$16.58		
74023	AXON BODY - MOUNT - LG POCKET 6 IN RAPIDLOCK	USD	\$34.00		
74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	USD	\$34.00		
71026	AXON BODY - MOUNT - MAGNET FLEXIBLE REINFORCED RAPIDLOCK	USD	\$34.00		
74021	AXON BODY - MOUNT - MAGNET THICK OUTERWEAR RAPIDLOCK	USD	\$34.00		
101761	AXON BODY - MOUNT - MAGNETIC DOCK KICKFAST	USD	\$57.42		
101289	AXON BODY - MOUNT - MINI MOLLE DUAL SCREW RAPIDLOCK	USD	\$32.99		
100974	AXON BODY - MOUNT - MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	USD	\$34.00		
100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	USD	\$34.00		
101768	AXON BODY - MOUNT - MOLLE SYSTEM KICKFAST	USD	\$23.37		
101491	AXON BODY - MOUNT - PLACEHOLDER	USD	\$34.00		
101767	AXON BODY - MOUNT - POCKET DOCK KICKFAST	USD	\$37.92		
11702	AXON BODY - MOUNT - RAPIDLOCK ACTION CAMERA	USD	\$34.00		
74036	AXON BODY - MOUNT - RAPIDLOCK ANCHOR HORIZONTAL	USD	\$34.00		
74035	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	USD	\$34.00		
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	USD	\$34.00		
11706	AXON BODY - MOUNT - RAPIDLOCK FOLDING	USD	\$34.00		
100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	USD	\$34.00		
100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	USD	\$34.00		
11704	AXON BODY - MOUNT - RAPIDLOCK JACKET	USD	\$34.00		
11703	AXON BODY - MOUNT - RAPIDLOCK MINI MOLLE	USD	\$34.00		
11709	AXON BODY - MOUNT - RAPIDLOCK PATCH	USD	\$34.00		
11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	USD	\$34.00		
74054	AXON BODY - MOUNT - RAPIDLOCK VELCRO	USD	\$34.00		
101766	AXON BODY - MOUNT - SINGLE BAR MOLLE KICKFAST	USD	\$37.92		
11705	AXON BODY - MOUNT - SLIM RAPIDLOCK	USD	\$34.00		

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74022	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	USD	\$34.00		
101762	AXON BODY - MOUNT - SMOOTH MAGNETIC DOCK KICKFAST	USD	\$60.00		
101764	AXON BODY - MOUNT - SUCTION CUP KICKFAST	USD	\$110.00		
74034	AXON BODY - MOUNT - TILT MOUNT, AXON RAPIDLOCK	USD	\$34.00		
101765	AXON BODY - MOUNT - TWO BAR MOLLE KICKFAST	USD	\$59.58		
101763	AXON BODY - MOUNT - VELCRO PATCH DOCK KICKFAST	USD	\$40.63		
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	USD	\$34.00		
74018	AXON BODY - MOUNT - Z-BRACKET MENS RAPIDLOCK	USD	\$34.00		
74019	AXON BODY - MOUNT - Z-BRACKET WOMENS RAPIDLOCK	USD	\$34.00		
101339	AXON BODY - MOUNT ADAPTER - KICKFAST	USD	\$9.95		
101340	AXON BODY - MOUNT ADAPTER - MAGNET	USD	\$34.00		
101341	AXON BODY - MOUNT ADAPTER - RAPIDLOCK	USD	\$9.95		
101494	AXON BODY - POV MOUNT - PLACEHOLDER	USD	\$34.00		
85014	AXON BODY - PSO - 1 DAY	USD	\$4,000.00		
85055	AXON BODY - PSO - FULL SERVICE	USD	\$40,000.00		
85144	AXON BODY - PSO - STARTER	USD	\$10,000.00		
80146	AXON BODY - PSO - VIRTUAL STARTER	USD	\$2,500.00		
71014	AXON BODY - REPLACEMENT BATTERY SCREWDRIVER KIT	USD	\$6.70		
11553	AXON BODY - SYNC CABLE - USB-A TO 2.5MM	USD	\$11.00		
100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	USD	\$282.00		
73309	AXON BODY - TAP REFRESH 1 - CAMERA	USD	\$1,122.00		
73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	USD	\$1,724.00		
73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	USD	\$248.00		
73310	AXON BODY - TAP REFRESH 2 - CAMERA	USD	\$1,170.00		
73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	USD	\$1,810.00		
73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	USD	\$260.00		
73345	AXON BODY - TAP REFRESH 3 - CAMERA	USD	\$1,049.00		
73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	USD	\$1,862.00		
73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	USD	\$267.00		
73346	AXON BODY - TAP REFRESH 4 - CAMERA	USD	\$1,065.00		
73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	USD	\$1,890.00		
73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	USD	\$271.00		
80464	AXON BODY - TAP WARRANTY - CAMERA	USD	\$20.78		Yes
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	USD	\$31.31		Yes
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	USD	\$8.11		Yes
101908	AXON BODY - USB- C WALL POWER SUPPLY - INTERNATIONAL	USD	\$20.00		
100930	AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	USD	\$20.00		
73004	AXON BODY - WALL CHARGER USB SYNC CABLE - FLEX	USD	\$15.00		
73082	AXON BODY - WALL WART - 2 USB 2.1/1.0 AMP CHARGER	USD	\$14.95		
100975	AXON BODY - WING CLIP - HIGH RETENTION + TORQUE RAPIDLOCK	USD	\$34.00		
73112	AXON BODY 2 - CAMERA - ONLINE BLK AV	USD	\$522.00		
73111	AXON BODY 2 - CAMERA - ONLINE BLK AV FIXED KICKFAST	USD	\$522.00		
74029	AXON BODY 2 - CAMERA ASSEMBLY - 5GHZ WIFI DISABLED	USD	\$522.00		
74004	AXON BODY 2 - CAMERA ASSEMBLY - OFFLINE BLK	USD	\$731.00		
74033	AXON BODY 2 - CAMERA ASSEMBLY - OFFLINE YLW	USD	\$731.00		
74001	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE BLK	USD	\$522.00		
74026	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE BLK KICKFAST	USD	\$522.00		
74032	AXON BODY 2 - CAMERA ASSEMBLY - ONLINE YLW	USD	\$522.00		
74006	AXON BODY 2 - CAMERA BATTERY PACK - BLK	USD	\$40.80		
74011	AXON BODY 2 - DOCK - SINGLE BAY	USD	\$99.00		
74009	AXON BODY 2 - DOCK - SINGLE BAY PLUS CORE	USD	\$440.00		
74010	AXON BODY 2 - DOCK - SIX BAY	USD	\$1,249.00		
70040	AXON BODY 2 - DOCK - SIX BAY EVIDENCE.COM DESK PLATE	USD	\$35.00		
74008	AXON BODY 2 - DOCK - SIX BAY PLUS CORE	USD	\$1,667.00		
80494	AXON BODY 2 - EXT WARRANTY - CAMERA	USD	\$20.78		Yes
80392	AXON BODY 2 - EXT WARRANTY - DOCK SINGLE BAY	USD	\$8.47		Yes
80499	AXON BODY 2 - EXT WARRANTY - DOCK SIX BAY AND CORE	USD	\$32.31		Yes
101585	AXON BODY 2 - LABEL - VIDEO & AUDIO FRONT	USD	\$0.95		
73110	AXON BODY 2 - TRAINING CAMERA - NON FUNCTIONAL	USD	\$99.00		
100111	AXON BODY 3 - BOX - BLACK CARDBOARD SINGLE PACK	USD	\$1.60		
73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	USD	\$829.00		
73218	AXON BODY 3 - CAMERA - NA10 US ENTERPRISE BLK RAPIDLOCK	USD	\$829.00		
74210	AXON BODY 3 - DOCK - EIGHT BAY	USD	\$1,595.00		
74214	AXON BODY 3 - DOCK - EIGHT BAY WITHOUT POWER SUPPLY	USD	\$1,595.00		
74211	AXON BODY 3 - DOCK - SINGLE BAY	USD	\$229.00		
80496	AXON BODY 3 - EXT WARRANTY - CAMERA	USD	\$20.78		Yes

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101712	AXON BODY 3 - EXT WARRANTY - CAMERA & DEVICE POOLING	USD	\$26.99		Yes
80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	USD	\$30.89		Yes
80391	AXON BODY 3 - EXT WARRANTY - SINGLE BAY DOCK	USD	\$8.11		Yes
100058	AXON BODY 3 - LABEL - VIDEO & AUDIO FRONT	USD	\$0.75		
100860	AXON BODY 3 - LR MIC - NA10 US BLK RAPIDLOCK	USD	\$829.00		
13030	AXON BODY 3 - MAGNETIC DOCK - CLICKFAST M6.4 PATTERN	USD	\$34.00		
100811	AXON BODY 3 - NON-FUNCTIONAL TRAINING UNIT - BLUE	USD	\$99.00		
100806	AXON BODY 3 - NON-FUNCTIONAL TRAINING UNIT - RED	USD	\$99.00		
75022	AXON BODY 3 - RAPIDLOCK SCREW REPAIR KIT	USD	\$10.00		
101371	AXON BODY 3 - REPLACEMENT BATTERY SERVICE	USD	\$199.00		
100101	AXON BODY 3 - TRAINING STICKER- 44 PACK BLUE	USD	\$299.00		
100750	AXON BODY 3 - TRAINING STICKER - 44 PACK RED	USD	\$299.00		
100388	AXON BODY 3 - USB-C ANTI-DUST PLUG - 40 PK	USD	\$40.00		
101149	AXON BODY 3 - WALL WART CHARGER - 2.0 AMP 10 W 1 USB	USD	\$30.00		
CN73209	AXON BODY 3 CNCTD CAMERA NA10 CANADA BLK RAPIDLOCK	USD	BUNDLE PRICING	Yes	Yes
CN73202	AXON BODY 3 CNCTD CAMERA NA10 US BLK RAPIDLOCK	USD	BUNDLE PRICING	Yes	Yes
100206	AXON BODY 4 - 8 BAY DOCK	USD	\$1,595.00		
101310	AXON BODY 4 - 8 BAY DOCK - WITHOUT POWER ADAPTER OR ETHERNET	USD	\$1,595.00		
100959	AXON BODY 4 - 8 BAY DOCK WITHOUT POWER ADAPTER	USD	\$1,595.00		
101305	AXON BODY 4 - CABLE - POV WEARABLE 9 IN	USD	\$69.95		
100466	AXON BODY 4 - CABLE - USB-C TO USB-C	USD	\$12.00		
100931	AXON BODY 4 - CABLE ADAPTER - USB-A MALE TO USB-C FEMALE	USD	\$5.00		
101428	AXON BODY 4 - CABLE CLIP - POV - 5PK	USD	\$4.99		
101916	AXON BODY 4 - CAMERA - EA META 1 RAPIDLOCK BLK	USD	\$899.00		
101454	AXON BODY 4 - CAMERA - EA META 3 RAPIDLOCK YLW ACCENTS	USD	\$899.00		
100988	AXON BODY 4 - CAMERA - NA US ENTERPRISE BLK RAPIDLOCK	USD	\$899.00		
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	USD	\$899.00		
100809	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER GREEN RAPIDLOCK	USD	\$899.00		
100852	AXON BODY 4 - C-CLIP - POV	USD	\$10.00		
101432	AXON BODY 4 - CLIP MOUNTS - OAKLEY POV	USD	\$34.00		
101309	AXON BODY 4 - COVER - SIDEPORT FLEX POV	USD	\$12.99		
100201	AXON BODY 4 - DOCK - SINGLE BAY	USD	\$229.00		
101495	AXON BODY 4 - DOCK POWER BRICK	USD	\$135.40		
100942	AXON BODY 4 - EXT WARRANTY - CAMERA	USD	\$20.78		Yes
101713	AXON BODY 4 - EXT WARRANTY - CAMERA & DEVICE POOLING	USD	\$26.99		Yes
100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	USD	\$31.31		Yes
100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	USD	\$2.99		Yes
100944	AXON BODY 4 - EXT WARRANTY - SINGLE BAY DOCK	USD	\$8.11		Yes
100200	AXON BODY 4 - FLEX POV MODULE	USD	\$299.00		
100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	USD	\$110.00		
102441	AXON BODY 4 - FLEX POV MODULE CABLE RUGGED 48 IN	USD	\$110.00		
102453	AXON BODY 4 - FLEX POV MODULE CABLE RUGGED 9 IN	USD	\$110.00		
100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	USD	\$34.00		
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	USD	\$39.00		
100864	AXON BODY 4 - MOUNT - OAKLEY FLAK 2.0 POV	USD	\$254.00		
101126	AXON BODY 4 - MOUNT - POV ARC RAIL MOUNT	USD	\$29.95		
100856	AXON BODY 4 - MOUNT - POV BALLCAP	USD	\$34.00		
101760	AXON BODY 4 - MOUNT - POV BALLISTIC HELMET	USD	\$43.33		
100863	AXON BODY 4 - MOUNT - POV BALLISTIC VEST	USD	\$34.00		
100853	AXON BODY 4 - MOUNT - POV COLLAR	USD	\$34.00		
100855	AXON BODY 4 - MOUNT - POV EPAULETTE	USD	\$34.00		
101759	AXON BODY 4 - MOUNT - POV FLEX VELCRO CAP	USD	\$26.00		
101127	AXON BODY 4 - MOUNT - POV PICATINNY RAIL MOUNT	USD	\$29.95		
101304	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT BLACK	USD	\$99.95		
101367	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT COYOTE	USD	\$99.95		
101368	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT GREEN	USD	\$99.95		
101369	AXON BODY 4 - MOUNT - SWAT POUCH + POV PATCH MOUNT TAN	USD	\$99.95		
100985	AXON BODY 4 - MOUNT - UNIVERSAL HELMET EXTENDED POV	USD	\$34.00		
CN101025	AXON BODY 4 CNCTD CAMERA NA CANADA RAPIDLOCK BLK	USD	BUNDLE PRICING	Yes	Yes
CN100147	AXON BODY 4 CNCTD CAMERA NA US FRST RSPNDR BLK RAPIDLOCK	USD	BUNDLE PRICING	Yes	Yes
CN100809	AXON BODY 4 CNCTD CAMERA NA US FRST RSPNDR GRN RAPIDLOCK	USD	BUNDLE PRICING	Yes	Yes
B00102	AXON BODY CAMERA STARTER PLAN	USD	\$78.28	Yes	Yes
B00047	AXON BODY CAMERA STARTER PLAN	USD	\$78.28	Yes	Yes
101866	AXON BRIEF ONE FOR JUSTICE	USD	\$71.17		Yes
102610	AXON COMMUNITY LINK	USD	\$21.35		Yes
102789	AXON COMMUNITY LINK PRO	USD	\$42.70		Yes

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S00032	AXON COMMUNITY PLAN	USD	\$42.70	Yes	Yes
73618	AXON COMMUNITY REQUEST	USD	\$14.23		Yes
102068	AXON DDD1 DRONE DEFENDER	USD	\$40,000.00		
102200	AXON DEDRONE - DEVELOPMENT SERVICES	USD	\$250.00		
102662	AXON DEDRONE - ADVANCED TRAILER - HARDWARE	USD	\$400,000.00		
102637	AXON DEDRONE - ADVANCED TRAILER - WARRANTY	USD	\$1,185.62		Yes
102199	AXON DEDRONE - ASSESSMENT / SITE SURVEY	USD	\$6,699.00		
102672	AXON DEDRONE - COLOMBIA ADVANCED DETECTION CASE	USD	\$50,000.00		
102671	AXON DEDRONE - COLOMBIA DEDRONE SENSOR CASE	USD	\$80,000.00		
102669	AXON DEDRONE - COLOMBIA MOUNTING CASE	USD	\$30,000.00		
102673	AXON DEDRONE - COLOMBIA NETWORK CASE	USD	\$65,000.00		
102216	AXON DEDRONE - DEDRONE BEYOND - OPTICAL SOFTWARE	USD	\$4,744.37		Yes
102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	USD	\$1,482.02		Yes
102203	AXON DEDRONE - DEDRONE DATA PORTAL - ONLINE	USD	\$2,965.23		Yes
102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	USD	\$1,779.14		Yes
102702	AXON DEDRONE - DEDRONEBEYOND 5G CONNECTIVITY KIT	USD	\$2,000.00		
102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	USD	\$1,186.09		Yes
102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	USD	\$1,186.09		Yes
102204	AXON DEDRONE - DEDRONETRACKER.AI DEFENSE SOFTWARE ONPREM	USD	\$1,779.14		Yes
102214	AXON DEDRONE - DEDRONETRACKER.AI RADAR LONG RANGE SOFTWARE	USD	\$1,779.14		Yes
102392	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE EXTENDED RANGE	USD	\$1,186.09		Yes
102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	USD	\$889.57		Yes
102213	AXON DEDRONE - DEDRONETRACKER.AI STANDARD RANGE SOFTWARE	USD	\$1,186.09		Yes
102211	AXON DEDRONE - DEDRONETRACKER.AI TACTICAL SOFTWARE HOSTED	USD	\$5,930.47		Yes
102391	AXON DEDRONE - DEFENDER SOFTWARE	USD	\$1,186.09		Yes
102660	AXON DEDRONE - D-FEND ENFORCEAIR2	USD	\$420,000.00		
102636	AXON DEDRONE - D-FEND ENFORCEAIR2 - WARRANTY	USD	\$4,383.80		Yes
102606	AXON DEDRONE - D-FEND SW	USD	\$5,479.75		Yes
102225	AXON DEDRONE - ECHOSHIELD (LONG-RANGE RADAR) EXT WARRANTY	USD	\$1,482.02		Yes
102806	AXON DEDRONE - ELR ECHOSHIELD CABLE	USD	\$800.00		
102804	AXON DEDRONE - ESR ECHOGUARD CABLE	USD	\$600.00		
102226	AXON DEDRONE - ESR EXT WARRANTY	USD	\$473.85		Yes
102041	AXON DEDRONE - FIELDKIT REMOTE CASE	USD	\$1,482.20		
102040	AXON DEDRONE - FIELDKIT SENSOR CASE	USD	\$10,375.50		
102227	AXON DEDRONE - FLIR EXT WARRANTY	USD	\$1,779.14		Yes
102201	AXON DEDRONE - INSTALL SERVICES	USD	\$3,500.00		
102232	AXON DEDRONE - MS 360 RADAR EXT HARDWARE WARRANTY	USD	\$49.42		Yes
102222	AXON DEDRONE - RAPID RESPONSE - STANDARD RADAR SOFTWARE	USD	\$331.69		Yes
102229	AXON DEDRONE - RAPID RESPONSE - STD RADAR EXT WARRANTY	USD	\$473.85		Yes
102749	AXON DEDRONE - REFRESH - BEYOND LONG RANGE	USD	\$1,001,000.00		
102758	AXON DEDRONE - REFRESH - BEYOND LONG RANGE +	USD	\$1,610,000.00		
102756	AXON DEDRONE - REFRESH - FIXED SITE MULTI-SENSOR	USD	\$415,380.00		
102753	AXON DEDRONE - REFRESH - FIXED SITE STANDARD	USD	\$171,500.00		
102755	AXON DEDRONE - REFRESH - FIXED SITE STANDARD +	USD	\$191,660.00		
102757	AXON DEDRONE - REFRESH - PORTABLE	USD	\$70,000.00		
102752	AXON DEDRONE - REFRESH - RAPIDRESPONSE LONG RANGE	USD	\$1,260,000.00		
102751	AXON DEDRONE - REFRESH - RAPIDRESPONSE MULTI-SENSOR	USD	\$385,000.00		
102748	AXON DEDRONE - REFRESH - RAPIDRESPONSE SHORT RANGE	USD	\$630,000.00		
102663	AXON DEDRONE - REMOTE NODE TRAILER	USD	\$25,000.00		
102640	AXON DEDRONE - REMOTE NODE TRAILER WARRANTY	USD	\$296.05		Yes
103080	AXON DEDRONE - RF-360 TRANSPORT CASE	USD	\$800.00		
102230	AXON DEDRONE - RI RADAR EXT WARRANTY	USD	\$6,760.73		Yes
102661	AXON DEDRONE - STARLINK HW KIT - MINI	USD	\$1,000.00		
102999	AXON DEDRONE - STARLINK INTERNET ACCESS - 500GB REGIONAL	USD	\$327.36		Yes
102607	AXON DEDRONE - STARLINK INTERNET ACCESS - 50GB GLOBAL	USD	\$71.17		Yes
102231	AXON DEDRONE - TITAN 3 EXT WARRANTY	USD	\$735.38		Yes
102659	AXON DEDRONE - TITAN 4	USD	\$501,285.00		
102481	AXON DEDRONE - TRACKER AI DFR SOFTWARE	USD	\$8,744.83		Yes
102480	AXON DEDRONE - TRACKER AI MITIGATION SOFTWARE	USD	\$4,946.01		Yes
102482	AXON DEDRONE - TRACKER AI RADAR SOFTWARE	USD	\$1,185.62		Yes
102876	AXON DEDRONE ADS PINGSTATION	USD	\$3,350.00		
103003	AXON DEDRONE ADVANCED TRAILER	USD	\$2,500,000.00		
102104	AXON DEDRONE AEROSCOPE ANTENNA SET	USD	\$3,500.00		
102197	AXON DEDRONE AEROSCOPE MOBILE CONVERSION KIT	USD	\$5,000.00		
102038	AXON DEDRONE AI CONNECTOR 1.0 (US)	USD	\$20,000.00		
102454	AXON DEDRONE BATTERY USA - C	USD	\$1,700.00		

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102455	AXON DEDRONE BATTERY USA - NC	USD	\$1,200.00		
102645	AXON DEDRONE BEYOND - LONG RANGE + CUAS HW KIT	USD	\$464,850.00		
102207	AXON DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	USD	\$8,745.37		Yes
102039	AXON DEDRONE BOX SERVER	USD	\$10,000.00		
102105	AXON DEDRONE CAMERA MOUNT	USD	\$200.00		
102374	AXON DEDRONE DEMO/TRIAL - DEDRONEPORTABLE RF	USD	-		
103064	AXON DEDRONE D-FEND ENFORCEAIR2 KIT	USD	\$383,670.00		
102847	AXON DEDRONE DRR APAC BASE TRAILER	USD	\$450,000.00		
103089	AXON DEDRONE DRR TRAILER REPLACEMENT 50' MAST CABLES	USD	\$977.61		
102070	AXON DEDRONE ECHOSHIELD (LONG-RANGE RADAR)	USD	\$124,950.00		
102337	AXON DEDRONE ECHOSHIELD (LONG-RANGE RADAR) SOFTWARE LICENSE	USD	\$728.92		Yes
103052	AXON DEDRONE EOM RF SENSOR PLACE HOLDER	USD	\$10,000.00		
102071	AXON DEDRONE ESR RADAR	USD	\$39,950.00		
102336	AXON DEDRONE ESR SOFTWARE LICENSE	USD	\$233.04		Yes
102824	AXON DEDRONE EXTRA BATTERY FOR DEDRONEDEFENDER	USD	\$400.00		
102848	AXON DEDRONE FLIR HDC-550X	USD	\$238,462.00		
102366	AXON DEDRONE FLIR RANGER HDC 350	USD	\$164,116.00		
102106	AXON DEDRONE HARD SHELL CARRYING CASE (1780T)	USD	\$1,000.00		
102107	AXON DEDRONE HARD SHELL CARRYING CASE (H5020W)	USD	\$1,000.00		
102108	AXON DEDRONE LAPTOP SERVER	USD	\$4,000.00		
102109	AXON DEDRONE MAST - 10M	USD	\$4,600.00		
102110	AXON DEDRONE MAST - 3M	USD	\$2,800.00		
102513	AXON DEDRONE MS 360 RADAR SYSTEM	USD	\$150,000.00		
102509	AXON DEDRONE MSOLL00 RADAR MODULE	USD	\$12,500.00		
102072	AXON DEDRONE MULTI-NODE FULL SPECTRUM KIT	USD	\$479,000.00		
102485	AXON DEDRONE ON THE MOVE - OTM - SW	USD	\$21,349.68		Yes
102345	AXON DEDRONE PORTABLE (RF) RF-310 AND RF-560 (1039 US)	USD	\$50,000.00		
102172	AXON DEDRONE PORTABLE (TACTICAL) ESR RADAR	USD	\$385,000.00		
102173	AXON DEDRONE PORTABLE (TACTICAL) ESR RADAR POWER	USD	\$12,250.00		
102171	AXON DEDRONE PORTABLE (TACTICAL) NETWORK	USD	\$6,475.00		
102166	AXON DEDRONE PORTABLE (TACTICAL) PTZ CAMERA	USD	\$15,050.00		
102174	AXON DEDRONE PORTABLE (TACTICAL) REMOTE RF-310	USD	\$61,250.00		
102167	AXON DEDRONE PORTABLE (TACTICAL) RF-310	USD	\$113,750.00		
102437	AXON DEDRONE PORTABLE (TACTICAL) RF-560	USD	\$84,000.00		
102175	AXON DEDRONE PORTABLE (TACTICAL) SERVER	USD	\$25,025.00		
102435	AXON DEDRONE PORTABLE (TACTICAL) TITAN 3 KIT - HIGH BAND	USD	\$367,500.00		
102434	AXON DEDRONE PORTABLE (TACTICAL) TITAN 3 KIT - LOW BAND	USD	\$367,500.00		
102168	AXON DEDRONE PORTABLE (TACTICAL) TRIPOD (BASE)	USD	\$8,500.00		
102170	AXON DEDRONE PORTABLE (TACTICAL) TRIPOD (EXTENDED)	USD	\$8,500.00		
102169	AXON DEDRONE PORTABLE (TACTICAL) TRIPOD (REMOTE)	USD	\$8,500.00		
102496	AXON DEDRONE PORTABLE REMOTE BOX	USD	\$3,200.00		
103108	AXON DEDRONE RACK SERVER CLOUD	USD	\$10,000.00		
102111	AXON DEDRONE RACK SERVER ON PREM	USD	\$10,000.00		
103037	AXON DEDRONE REMOTE ID QUICK MOUNT KIT	USD	\$800.00		
102073	AXON DEDRONE RF-160 (1039 ATT US)	USD	\$15,000.00		
102076	AXON DEDRONE RF-160 (1039 TEL US)	USD	\$15,000.00		
102077	AXON DEDRONE RF-160 (9003 ATT US)	USD	\$15,000.00		
102079	AXON DEDRONE RF-160 (9003 TEL CH)	USD	\$15,000.00		
102082	AXON DEDRONE RF-160 (9003 TEL US)	USD	\$15,000.00		
102083	AXON DEDRONE RF-310 (NO MOUNT)	USD	\$30,000.00		
102084	AXON DEDRONE RF-310 (UNI)	USD	\$30,000.00		
102085	AXON DEDRONE RF-360 (1039 ATT US)	USD	\$16,500.00		
102088	AXON DEDRONE RF-360 (1039 TEL US)	USD	\$16,500.00		
102089	AXON DEDRONE RF-360 (9003 ATT US)	USD	\$16,500.00		
102091	AXON DEDRONE RF-360 (9003 TEL CH)	USD	\$16,500.00		
102092	AXON DEDRONE RF-360 (9003 TEL EU)	USD	\$15,000.00		
102094	AXON DEDRONE RF-360 (9003 TEL US)	USD	\$16,500.00		
102381	AXON DEDRONE RF-560 (1039 ATT US)	USD	\$30,000.00		
102383	AXON DEDRONE RF-560 (1039 TEL CH)	USD	\$30,000.00		
102384	AXON DEDRONE RF-560 (1039 TEL EU)	USD	\$30,000.00		
102339	AXON DEDRONE RF-560 (1039 TEL US)	USD	\$30,000.00		
102095	AXON DEDRONE RF-560 (9003 ATT US)	USD	\$30,000.00		
102097	AXON DEDRONE RF-560 (9003 TEL CH)	USD	\$30,000.00		
102100	AXON DEDRONE RF-560 (9003 TEL US)	USD	\$30,000.00		
103073	AXON DEDRONE RF-560 ETHERNET 25'	USD	\$250.00		
103058	AXON DEDRONE RF-560 TRANSPORT CASE	USD	\$800.00		

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102369	AXON DEDRONE RF-900 (9003 US)	USD	\$10,000.00		
102396	AXON DEDRONE RF-900 REMOTE ID SOFTWARE	USD	\$593.05		Yes
102101	AXON DEDRONE RI RADAR	USD	\$594,225.00		
102338	AXON DEDRONE RI RADAR 1YR SOFTWARE	USD	\$3,440.14		Yes
102043	AXON DEDRONE SAFE LINK BOX (US)	USD	\$4,500.00		
102112	AXON DEDRONE STANDARD PTZ CAMERA	USD	\$7,000.00		
103071	AXON DEDRONE STARLINK MINI TRANSPORT CASE	USD	\$150.00		
103094	AXON DEDRONE STARLINK STANDARD TRANSPORT CASE	USD	\$1,000.00		
102044	AXON DEDRONE STATIC CAMERA	USD	\$1,063.00		
102335	AXON DEDRONE TITAN 3 SOFTWARE LICENSE	USD	\$2,066.67		Yes
102479	AXON DEDRONE TITAN3 KIT - HIGH BAND	USD	\$239,500.00		
102478	AXON DEDRONE TITAN3 KIT - LOW BAND	USD	\$239,500.00		
102436	AXON DEDRONE TX 2	USD	\$75,000.00		
102056	AXON DEDRONE US ALUMA TRAILER WITH ECHOGUARD (SHORT RANGE)	USD	\$450,000.00		
102047	AXON DEDRONEBEYOND OPTICAL HW KIT (US)	USD	\$50,000.00		
102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	USD	\$715,000.00		
102051	AXON DEDRONEPORTABLE HW KIT (ATT US)	USD	\$40,000.00		
102350	AXON DEDRONEPORTABLE RF (9003 US)	USD	\$50,000.00		
102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	USD	\$275,000.00		
102055	AXON DEDRONERAPIDRESPONSE WITH ELR RADAR	USD	\$900,000.00		
102176	AXON DEDRONETACTICAL MITIGATION CASE	USD	\$485,000.00		
102103	AXON DEDRONETACTICAL NETWORK BOX	USD	\$50,000.00		
102634	AXON DEVICE CHECKOUT KIOSK - EXT WARRANTY	USD	\$17.08		Yes
102613	AXON DEVICE CHECKOUT KIOSK - TAP REFRESH 1 (60 MONTHS)	USD	\$5,675.00		
102633	AXON DEVICE CHECKOUT KIOSK - TAP REFRESH 2 (120 MONTHS)	USD	\$5,923.00		
50300	AXON DISPATCH - LICENSE	USD	\$74.01		Yes
80503	AXON EVIDENCE - ADV USER MANAGEMENT ADD-ON	USD	\$14.23		Yes
100489	AXON EVIDENCE - ALL ACCESS PASS - SYMPOSIUM	USD	\$345.00		
101689	AXON EVIDENCE - ASSET MANAGEMENT	USD	\$28.47		Yes
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	USD	\$14.23		Yes
80190	AXON EVIDENCE - CHANNEL SERVICES	USD	\$50,000.00		
101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	USD	\$50,000.00		
80225	AXON EVIDENCE - DEMS INTEGRATION SUPPORT	USD	\$593.04		Yes
85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	USD	\$37.01		Yes
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	USD	\$21.35		Yes
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	USD	\$35.58		Yes
80221	AXON EVIDENCE - ECOM LICENSE - FLEET	USD	\$42.98		Yes
73746	AXON EVIDENCE - ECOM LICENSE - PRO	USD	\$64.05		Yes
73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	USD	\$57.79		Yes
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	USD	\$29.60		Yes
102280	AXON EVIDENCE - FLEET VEHICLE LICENSE - FEDERAL SKU	USD	\$114.99		Yes
87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	USD	\$42.98		Yes
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	USD	\$3,000.00		
100340	AXON EVIDENCE - INVESTIGATORS VIDEO EXAMINATIONS - IN PERSON	USD	\$750.00		
100561	AXON EVIDENCE - PSO - CUSTOM SERVICES ENGINEERING	USD	\$300.00		
74111	AXON EVIDENCE - PSO - FIELD ENGINEERING DAY RATE TRAVEL	USD	\$5,250.00		
50203	AXON EVIDENCE - PSO - FIELD ENGINEERING PER DAY MATERIALS	USD	\$1,500.00		
73849	AXON EVIDENCE - PSO - IMPLEMENTATION ADV USER MANAGEMENT	USD	\$10,000.00		
100562	AXON EVIDENCE - PSO - INTEGRATION SERVICES	USD	\$35,000.00		
100563	AXON EVIDENCE - PSO - INTEGRATION SUPPORT	USD	\$593.05		Yes
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	USD	\$14.23		Yes
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	USD	\$1.07		Yes
101284	AXON EVIDENCE - STORAGE - 5GB	USD	\$0.40		Yes
80214	AXON EVIDENCE - STORAGE - FLEET	USD	\$50.39		Yes
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	USD	\$25.19		Yes
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	USD	\$146.60		Yes
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	USD	\$42.98		Yes
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	USD	\$42.70		Yes
100346	AXON EVIDENCE - VFR LIGHTBOARD CALIBRATION	USD	\$995.00		
71202	AXON FLEET - AIRGAIN ANT - 2-IN-1 2WIFI INTERIOR	USD	\$90.00		
100762	AXON FLEET - AIRGAIN ANT - 3-IN-1 REMOUNT KIT	USD	\$20.00		
71205	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G BL	USD	\$299.00		
101020	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G FLAT BLK	USD	\$299.00		
101019	AXON FLEET - AIRGAIN ANT - 4-IN-1 4LTE/5G FLAT WH	USD	\$299.00		
100777	AXON FLEET - AIRGAIN ANT - 4-IN-1 INTERIOR 4LTE/5G	USD	\$90.00		
100158	AXON FLEET - AIRGAIN ANT - 4-IN-1 WH 4LTE/5G	USD	\$299.00		

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101286	AXON FLEET - AIRGAIN ANT - 4-IN-1/5-IN-1 INTERIOR REMNT KIT	USD	\$20.00		
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	USD	\$249.00		
71201	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS WH	USD	\$249.00		
11595	AXON FLEET - AIRGAIN ANT - 5-IN-1 BL MAG 2LTE 2WIFI 1GNSS	USD	\$325.00		
100971	AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS	USD	\$110.00		
100759	AXON FLEET - AIRGAIN ANT - 5-IN-1 REMOUNT KIT	USD	\$20.00		
101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	USD	\$349.00		
100145	AXON FLEET - AIRGAIN ANT - 7-IN-1 WH 4LTE/5G 2WIFI 1GNSS	USD	\$349.00		
101036	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNS FLAT BL	USD	\$399.00		
101022	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNS FLAT WH	USD	\$399.00		
71204	AXON FLEET - AIRGAIN ANT - 9-IN-1 4LTE/5G 4WIFI 1GNSS BL	USD	\$399.00		
100761	AXON FLEET - AIRGAIN ANT - 9-IN-1 MAG BL 4LTE/5G 2WIFI 1GNSS	USD	\$399.00		
100185	AXON FLEET - AIRGAIN ANT - 9-IN-1 WH 4LTE/5G 2WIFI 1GNSS	USD	\$399.00		
101005	AXON FLEET - AIRGAIN ANT - FLAT HOUSING REMOUNT KIT	USD	\$32.00		
100760	AXON FLEET - AIRGAIN ANT - NEXT HOUSING REMOUNT KIT	USD	\$30.00		
100763	AXON FLEET - AIRGAIN ANT - NEXT HSING REMNT KIT FPIU 2020+	USD	\$30.00		
101017	AXON FLEET - AIRGAIN ANT - NXT HSING WH REMNT KIT	USD	\$30.00		
101021	AXON FLEET - AIRGAIN ANT - NXT HSING WH REMNT KIT FPIU 2020+	USD	\$30.00		
101597	AXON FLEET - AIRGAIN ANT - SLOTTED NUT	USD	\$10.00		
74024	AXON FLEET - BATTERY SYSTEM	USD	\$100.00		
72031	AXON FLEET - CABLE - ETHERNET CAT6 15 FT	USD	\$25.00		
72032	AXON FLEET - CABLE - ETHERNET CAT6 20 FT	USD	\$25.00		
100389	AXON FLEET - CABLE - ETHERNET CAT6 50 FT	USD	\$35.00		
72030	AXON FLEET - CABLE - ETHERNET CAT6 6 FT	USD	\$15.00		
11636	AXON FLEET - CRADLEPOINT FIPS IBR1700-1200M-B-NPS+5YR NETCLD	USD	\$3,338.00		
101582	AXON FLEET - CRADLEPOINT FIPS R1900-5GB-GA+5YR NETCLOUD	USD	\$4,359.00		
101583	AXON FLEET - CRADLEPOINT FIPS R920-C7A+5YR NETCLOUD	USD	\$2,805.00		
11635	AXON FLEET - CRADLEPOINT IBR1700-1200M-B-NPS+5YR NETCLOUD	USD	\$2,548.00		
100327	AXON FLEET - CRADLEPOINT IBR200-AT ROUTER+3YR NETCLD ESSENTL	USD	\$309.00		
101473	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD DS	USD	\$1,449.00		
11613	AXON FLEET - CRADLEPOINT MC400 MODULAR MODEM	USD	\$708.00		
100768	AXON FLEET - CRADLEPOINT MC400-5GB MODULAR MODEM	USD	\$999.00		
100980	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 1YR	USD	\$141.00		
100981	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 3YR	USD	\$423.00		
100982	AXON FLEET - CRADLEPOINT NETCLOUD ADVANCED UPGRADE - 5YR	USD	\$705.00		
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	USD	\$213.00		
11520	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 3YR	USD	\$639.00		
11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	USD	\$1,065.00		
101287	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADV UPGRADE 1 YR	USD	\$204.00		
101285	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADV UPGRADE 3 YR	USD	\$612.00		
100984	AXON FLEET - CRADLEPOINT NETCLOUD PERF ADVANCED UPGRADE - 5Y	USD	\$1,020.00		
101416	AXON FLEET - CRADLEPOINT PERFORMANCE ESSENTIALS RENEWAL 1YR	USD	\$246.00		
101417	AXON FLEET - CRADLEPOINT PERFORMANCE ESSENTIALS RENEWAL 3YR	USD	\$738.00		
101414	AXON FLEET - CRADLEPOINT PERFORMANCE ESSENTIALS RENEWAL 5YR	USD	\$1,230.00		
100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	USD	\$2,999.00		
100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	USD	\$1,449.00		
101735	AXON FLEET - CRADLEPOINT R920-C7B+5YR NETCLOUD	USD	\$1,449.00		
11640	AXON FLEET - CRADLEPOINT ROUTER AC POWER SUPPLY	USD	\$25.00		
11629	AXON FLEET - CRADLEPOINT ROUTER CABLE ASSEMBLY 12V POWER	USD	\$25.00		
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	USD	-		Yes
100879	AXON FLEET - CRADLEPOINT RTR CABLE ASSEMBLY 12V POWER RX30	USD	\$25.00		
101418	AXON FLEET - CRADLEPOINT RX20-MC MODEM EXPANSION SLOT	USD	\$229.00		
100194	AXON FLEET - CRADLEPOINT RX30-MC MODEM EXPANSION SLOT	USD	\$225.00		
74027	AXON FLEET - DONGLE	USD	\$15.65		
71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	USD	\$18.60		
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	USD	\$1,899.00		
101150	AXON FLEET - EXTERIOR CAMERA - FLEET 3	USD	\$1,399.00		
80129	AXON FLEET - INSTALL - SIGNAL/ROUTER/RADAR (PER VEHICLE)	USD	\$650.00		
74066	AXON FLEET - INSTALLATION - WI-FI OFFLOAD SERVER	USD	\$1,500.00		
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	USD	\$21.35		Yes
74025	AXON FLEET - MOUNT ASSEMBLY	USD	\$83.75		
11511	AXON FLEET - ROUTER ANTENNA	USD	\$249.00		
101189	AXON FLEET - RUGGED HOUSING - FLEET 3	USD	\$995.00		
80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	USD	\$74.01		Yes
101750	AXON FLEET - TAOGLAS ANT - 3-IN-1 2WIFI 1GNSS INT	USD	\$75.00		
102512	AXON FLEET - TAOGLAS ANT - 3-IN-1 REMOUNT KIT	USD	\$10.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101925	AXON FLEET - TAOGLAS ANT - 4-IN-1 4CELL INT	USD	\$119.00		
101926	AXON FLEET - TAOGLAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	USD	\$129.00		
102532	AXON FLEET - TAOGLAS ANT - 5-IN-1/7-IN-1 REMOUNT KIT	USD	\$10.00		
101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	USD	\$149.00		
101280	AXON FLEET - TAP REFRESH - HOUSED CAMERA	USD	\$1,586.47		
72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	USD	\$3,058.00		
100701	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT HIGH CAPACITY	USD	\$3,965.00		
100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	USD	\$3,194.00		
100697	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT HIGH CAPACITY	USD	\$4,142.00		
74074	AXON FLEET - WI-FI OFFLOAD SERVER HARDWARE	USD	\$3,500.00		
71086	AXON FLEET - WIRELESS MICROPHONE	USD	\$240.00		
71087	AXON FLEET - WIRELESS MICROPHONE CHARGING DOCK	USD	\$40.00		
71085	AXON FLEET 2 - CABLE ASSEMBLY - BATTERY BOX TO CAMERA	USD	\$15.00		
71100	AXON FLEET 2 - CABLE ASSEMBLY - POWER HARNESS	USD	\$15.00		
71082	AXON FLEET 2 - CAMERA CONTROLLER - REAR	USD	\$180.00		
71080	AXON FLEET 2 - CAMERA MOUNT - FRONT	USD	\$20.00		
71079	AXON FLEET 2 - CAMERA SYSTEM - FRONT	USD	\$380.00		
71081	AXON FLEET 2 - CAMERA SYSTEM - REAR WITH MOUNT	USD	\$380.00		
71083	AXON FLEET 2 - CONTOLLER MOUNT - REAR CAMERA	USD	\$20.00		
80373	AXON FLEET 2 - EXT WARRANTY - BATTERY SYSTEM	USD	\$0.64		Yes
80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	USD	\$9.68		Yes
80382	AXON FLEET 2 - EXT WARRANTY - FRONT CAMERA SYSTEM	USD	\$2.42		Yes
80372	AXON FLEET 2 - EXT WARRANTY - JUNCTION BOX	USD	\$0.57		Yes
80375	AXON FLEET 2 - EXT WARRANTY - REAR CAMERA CONTROLLER	USD	\$1.14		Yes
80383	AXON FLEET 2 - EXT WARRANTY - REAR CAMERA SYSTEM	USD	\$2.42		Yes
80376	AXON FLEET 2 - EXT WARRANTY - WIRELESS MIC	USD	\$1.35		Yes
71107	AXON FLEET 2 - FERRITE CORE	USD	\$6.15		
74063	AXON FLEET 2 - INSTALLATION - NEW (PER VEHICLE)	USD	\$1,600.00		
73394	AXON FLEET 2 - INSTALLATION - REFRESH (PER VEHICLE)	USD	\$600.00		
71101	AXON FLEET 2 - INSTALLATION - UPGRADE (PER VEHICLE)	USD	\$1,000.00		
71088	AXON FLEET 2 - KIT	USD	\$1,560.00		
71102	AXON FLEET 2 - LAPEL MICROPHONE LICENSEORY	USD	\$12.00		
71103	AXON FLEET 2 - MICROPHONE 2.5MM JACK PLUG	USD	\$3.00		
100782	AXON FLEET 2 - MOUNT - REAR CAMERA	USD	\$20.00		
71084	AXON FLEET 2- JUNCTION BOX	USD	\$80.00		
100698	AXON FLEET 3 - 2 CAMERA KIT - HIGH CAPACITY	USD	\$3,495.00		
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	USD	\$83.98		Yes
100758	AXON FLEET 3 - CAMERA MOUNT - FRONT VISOR - FPIU 2020-2024	USD	\$25.00		
100774	AXON FLEET 3 - CHARGE GUARD - HAVIS	USD	\$100.00		
72045	AXON FLEET 3 - CHARGING BASE REFRESH	USD	\$255.00		
102288	AXON FLEET 3 - CRADLEPOINT FIPS R980-5GD+5YR NETCLOUD	USD	\$2,967.00		
101282	AXON FLEET 3 - DEPLOYMENT - PER OVERSIZED VEHICLE	USD	\$3,000.00		
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	USD	\$1,700.00		
100696	AXON FLEET 3 - DEPLOYMENT SERVICE - 1 WEEK	USD	\$30,000.00		
100970	AXON FLEET 3 - DEPLOYMENT SERVICE - REVISIT	USD	\$3,000.00		
101001	AXON FLEET 3 - DOOR TRIGGER HW - RUGGED SM-4601-L3Q	USD	\$35.00		
72000	AXON FLEET 3 - DUAL VIEW CAMERA	USD	\$585.00		
100157	AXON FLEET 3 - DUAL VIEW CAMERA - SWIVEL ASSEMBLY REPLACEMNT	USD	\$40.00		
100764	AXON FLEET 3 - DUAL VIEW CAMERA MOUNT - WINDSHIELD BLACK	USD	\$20.00		
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	USD	\$13.31		Yes
80377	AXON FLEET 3 - EXT WARRANTY - CHARGING BASE	USD	\$1.57		Yes
80386	AXON FLEET 3 - EXT WARRANTY - DUAL VIEW CAMERA	USD	\$3.56		Yes
100695	AXON FLEET 3 - EXT WARRANTY - HIGH CAPACITY 2 CAMERA KIT	USD	\$19.21		Yes
101281	AXON FLEET 3 - EXT WARRANTY - HOUSED CAMERA	USD	\$8.37		Yes
80389	AXON FLEET 3 - EXT WARRANTY - HUB	USD	\$6.69		Yes
100700	AXON FLEET 3 - EXT WARRANTY - HUB HIGH CAPACITY	USD	\$11.88		Yes
80385	AXON FLEET 3 - EXT WARRANTY - INTERIOR CAMERA	USD	\$3.13		Yes
80378	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC	USD	\$1.57		Yes
80384	AXON FLEET 3 - EXT WARRANTY - WIRELESS MIC KIT	USD	\$3.06		Yes
101969	AXON FLEET 3 - EXTERIOR CAMERA HOUSING REFRESH KIT	USD	\$100.00		
72010	AXON FLEET 3 - HUB	USD	\$1,285.00		
100699	AXON FLEET 3 - HUB - HIGH CAPACITY	USD	\$1,950.00		
72012	AXON FLEET 3 - HUB AC POWER SUPPLY	USD	\$100.00		
72013	AXON FLEET 3 - HUB CABLE ASSEMBLY POWER	USD	\$100.00		
72039	AXON FLEET 3 - HUB CONSOLE MOUNT - HAVIS	USD	\$42.00		
100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	USD	\$90.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
100752	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL GE2	USD	\$80.00		
100468	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3	USD	\$75.00		
101503	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3 - 25FT	USD	\$75.00		
72011	AXON FLEET 3 - HUB TRUNK MOUNT	USD	\$20.00		
73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	USD	\$1,700.00		
73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	USD	\$1,700.00		
72037	AXON FLEET 3 - INTERIOR CAMERA	USD	\$500.00		
72002	AXON FLEET 3 - INTERIOR CAMERA INTERIOR MOUNT	USD	\$20.00		
102516	AXON FLEET 3 - PANORAMA 5-IN-1 EXTERNAL ANTENNA REMOUNT KIT	USD	\$25.00		
102490	AXON FLEET 3 - PANORAMA 7-IN-1 AND 4-IN-1 EXT ANT REMNT KIT	USD	\$25.00		
102311	AXON FLEET 3 - PANORAMA ANT 4-IN-1 BL SHK 4LTE/5G	USD	\$174.00		
102312	AXON FLEET 3 - PANORAMA ANT 4-IN-1 WH SHK 4LTE/5G	USD	\$174.00		
102309	AXON FLEET 3 - PANORAMA ANT 7-IN-1 BL SHK 4LTE/5G 2WIFI	USD	\$215.00		
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	USD	\$3,000.00		
100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	USD	\$15.00		
72048	AXON FLEET 3 - SIM INSERTION - ATT	USD	\$15.00		
72049	AXON FLEET 3 - SIM INSERTION - TMO	USD	\$15.00		
72034	AXON FLEET 3 - SIM INSERTION - VZW	USD	\$15.00		
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	USD	\$15.00		
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	USD	\$2,695.00		
72041	AXON FLEET 3 - TAP REFRESH - DUAL VIEW CAMERA	USD	\$664.00		
72042	AXON FLEET 3 - TAP REFRESH - INTERIOR CAMERA	USD	\$567.00		
72020	AXON FLEET 3 - WIRELESS MIC	USD	\$295.00		
72026	AXON FLEET 3 - WIRELESS MIC - AC POWER POE INJECTOR	USD	\$50.00		
72025	AXON FLEET 3 - WIRELESS MIC - LAPEL MIC	USD	\$20.00		
72022	AXON FLEET 3 - WIRELESS MIC CHARGING BASE	USD	\$225.00		
72024	AXON FLEET 3 - WIRELESS MIC CHARGING BASE - REMOTE ANTENNA	USD	\$75.00		
72035	AXON FLEET 3 - WIRELESS MIC KIT	USD	\$702.60		
100150	AXON FLEET 3 - WIRING KIT REFRESH	USD	\$325.00		
100936	AXON FLEET 3 - ZOLL AED 3	USD	\$2,640.00		
100604	AXON FLEET 3 - ZOLL AED 3 - BATTERY PACK	USD	\$199.00		
100601	AXON FLEET 3 - ZOLL AED 3 - UNI-PADZ (ADULT & KIDS)	USD	\$215.00		
100599	AXON FLEET 3 - ZOLL AED PLUS	USD	\$2,220.00		
100602	AXON FLEET 3 - ZOLL AED PLUS - CPR-D-PADZ (ADULT ONLY)	USD	\$219.00		
100741	AXON FLEET 3 - ZOLL AED PLUS - DURACELL 123 LITH BATT 10 PK	USD	\$99.00		
100603	AXON FLEET 3 - ZOLL AED PLUS - PEDI-PADZ II (CHILD ONLY)	USD	\$129.00		
100957	AXON FLEET 3 - ZOLL AED3 STANDARD CARRY CASE	USD	\$205.00		
100674	AXON FLEET 3 - ZOLL COMPACT TRAUMA KIT	USD	\$299.00		
100624	AXON FLEET 3 - ZOLL COMPREHENSIVE TRAUMA KIT	USD	\$3,300.00		
100631	AXON FLEET 3 - ZOLL PLUSTRAC PMO APP	USD	\$11.00		Yes
100937	AXON FLEET 3 - ZOLL POWERHEART G5	USD	\$2,400.00		
100954	AXON FLEET 3 - ZOLL POWERHEART G5 ADULT PADS	USD	\$363.00		
100956	AXON FLEET 3 - ZOLL POWERHEART G5 BATTERY PACK	USD	\$400.00		
100955	AXON FLEET 3 - ZOLL POWERHEART G5 PEDIATRIC PADS	USD	\$115.00		
100740	AXON FLEET 3 - ZOLL RIGID CARRY CASE (AED 3)	USD	\$480.00		
100938	AXON FLEET 3 - ZOLL THIRD PARTY PROVIDED HARDWARE	USD	-		
102314	AXON FLEET 3 - PANORAMA ANT 5-IN-1 BL SHK 2LTE/5G 2WIFI 1GNSS	USD	\$184.00		
102313	AXON FLEET 3 - PANORAMA ANT 5-IN-1 WH SHK 2LTE/5G 2WIFI 1GNSS	USD	\$184.00		
102310	AXON FLEET 3 - PANORAMA ANT 7-IN-1 WH SHK 4LTE/5G 2WIFI 1GNSS	USD	\$199.00		
74053	AXON FLEX - ADAPTER - FLEX 1 TO FLEX 2 DVR MOUNT	USD	\$13.60		
11533	AXON FLEX 2 - CABLE - 48 IN COILED STRGHT TO RT ANG	USD	\$18.30		
74052	AXON FLEX 2 - CABLE ASSEMBLY - 2 WEARABLE 6 IN	USD	\$14.30		
11529	AXON FLEX 2 - CAMERA - OFFLINE	USD	\$679.00		
11528	AXON FLEX 2 - CAMERA - ONLINE	USD	\$470.00		
11561	AXON FLEX 2 - C-CLIP ADAPTER	USD	\$12.55		
11554	AXON FLEX 2 - CLIP OAKLEY	USD	\$24.05		
11532	AXON FLEX 2 - CONTROLLER	USD	\$262.00		
11538	AXON FLEX 2 - DOCK - SINGLE BAY	USD	\$99.00		
11536	AXON FLEX 2 - DOCK - SINGLE BAY PLUS CORE	USD	\$413.00		
11539	AXON FLEX 2 - DOCK - SIX BAY	USD	\$1,249.00		
11537	AXON FLEX 2 - DOCK - SIX BAY PLUS CORE	USD	\$1,563.00		
80489	AXON FLEX 2 - EXT WARRANTY - CAMERA	USD	\$19.36		Yes
80393	AXON FLEX 2 - EXT WARRANTY - SINGLE BAY AND CORE DOCK	USD	\$8.54		Yes
80500	AXON FLEX 2 - EXT WARRANTY - SIX BAY AND CORE DOCK	USD	\$32.59		Yes
11615	AXON FLEX 2 - MOUNT - ARC RAIL	USD	\$34.00		
11547	AXON FLEX 2 - MOUNT - BALLCAP	USD	\$34.00		

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11555	AXON FLEX 2 - MOUNT - BALLISTIC VEST	USD	\$34.00		
11545	AXON FLEX 2 - MOUNT - COLLAR	USD	\$34.00		
11546	AXON FLEX 2 - MOUNT - EPAULETTE	USD	\$34.00		
11548	AXON FLEX 2 - MOUNT - FLEX 2 UNIVERSAL HELMET	USD	\$34.00		
71037	AXON FLEX 2 - MOUNT - LOW RIDER HEADBAND	USD	\$34.00		
11708	AXON FLEX 2 - MOUNT - OAKLEY FLAK 1.0 KIT	USD	\$34.00		
11707	AXON FLEX 2 - MOUNT - OAKLEY FLAK 2.0	USD	\$254.00		
11549	AXON FLEX 2 - MOUNT - TACTICAL SWAT KIT WITH ARC RAIL	USD	\$68.00		
102642	AXON FUSUS - CCTV AI STREAMS	USD	\$49.82		Yes
102686	AXON FUSUS - CCTV AI STREAMS - OSP PREMIUM	USD	\$64.05		Yes
102641	AXON FUSUS - CCTV STREAMS	USD	\$14.23		Yes
102684	AXON FUSUS - CCTV STREAMS - OSP+	USD	\$15.66		Yes
101458	AXON FUSUS - CONNECT LICENSE - CORE BASIC	USD	\$17.79		Yes
101457	AXON FUSUS - CONNECT LICENSE - CORE ELITE AI	USD	\$272.88		Yes
101429	AXON FUSUS - CONNECT LICENSE - CORE MOBILE	USD	\$272.81		Yes
101459	AXON FUSUS - CONNECT LICENSE - CORE PRO	USD	\$106.75		Yes
101408	AXON FUSUS - CORE - CAD	USD	\$600.00		
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	USD	\$4,000.00		
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	USD	\$5,000.00		
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	USD	-		Yes
101409	AXON FUSUS - CORE - LISTEN	USD	\$600.00		
101382	AXON FUSUS - CORE - LITE 512GB	USD	\$200.00		
101383	AXON FUSUS - CORE - LITE 512GB POE	USD	\$250.00		
101384	AXON FUSUS - CORE - LITE EXT 1TB SDXC	USD	\$300.00		
101385	AXON FUSUS - CORE - LITE EXT 1TB SDXC POE	USD	\$350.00		
101410	AXON FUSUS - CORE - MOBILE	USD	\$5,000.00		
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	USD	\$600.00		
101388	AXON FUSUS - CORE - PRO 2.0 EXT 22TB HDD	USD	\$1,000.00		
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	USD	\$2,000.00		
101701	AXON FUSUS - CORE - PRO AI EXT 22TB	USD	\$3,000.00		
101870	AXON FUSUS - ENTERPRISE - CCTV STREAMS - AI	USD	\$14.84		Yes
101774	AXON FUSUS - ENTERPRISE - CCTV STREAMS - Non AI	USD	\$11.86		Yes
101807	AXON FUSUS - EXTENDED WARRANTY - CORE ELITE	USD	\$40.56		Yes
101805	AXON FUSUS - EXTENDED WARRANTY - CORE LITE	USD	\$2.49		Yes
101806	AXON FUSUS - EXTENDED WARRANTY - CORE PRO	USD	\$8.18		Yes
102657	AXON FUSUS - HARDWARE ALLOWANCE - CCTV AI STREAMS	USD	\$406.00		
102658	AXON FUSUS - HARDWARE ALLOWANCE - CCTV STREAMS	USD	\$52.16		
101469	AXON FUSUS - INTEGRATION - AD HOC	USD	\$15,000.00		
100203	AXON FUSUS - INTEGRATION - CAD	USD	\$5,000.00		
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	USD	\$19.93		Yes
73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	USD	\$27.04		Yes
100528	AXON FUSUS - LICENSE - PLUS USER - PARTIAL LICENSE	USD	\$37.01		Yes
101705	AXON FUSUS - LICENSE - PRO USER	USD	\$48.39		Yes
101707	AXON FUSUS - LICENSE - PRO USER - NO AXON BODY	USD	\$35.58		Yes
101706	AXON FUSUS - LICENSE - PRO+ USER	USD	\$64.05		Yes
101708	AXON FUSUS - LICENSE - PRO+ USER - NO AXON BODY	USD	\$51.24		Yes
101719	AXON FUSUS - LICENSE - SECURITY CENTER - CCTV STREAMS	USD	\$29.60		Yes
101777	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO	USD	\$21.35		Yes
101778	AXON FUSUS - LICENSE - UPGRADE FROM PLUS TO PRO+	USD	\$37.01		Yes
101779	AXON FUSUS - LICENSE - UPGRADE FROM PRO TO PRO+	USD	\$15.66		Yes
80227	AXON FUSUS - LICENSE - VIEW ONLY USER	USD	-		Yes
102534	AXON FUSUS - PSO - 2-DAY A LA CARTE ON-SITE TRAINING	USD	\$20,000.00		
102530	AXON FUSUS - PSO - ADDITIONAL LOCATIONS (DOC + CAMPUS)	USD	\$25,000.00		
101422	AXON FUSUS - PSO - CORE DEPLOYMENT	USD	\$425.00		
102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	USD	\$50,000.00		
101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	USD	\$50,000.00		
101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	USD	\$70,000.00		
102121	AXON FUSUS - PSO - SW IMPLEMENTATION - TRIAL	USD	-		
101349	AXON FUSUS - REGISTRY	USD	\$1,779.14		Yes
101541	AXON FUSUS - SYNC - UP TO 1080P 15 FPS H.264 3 DAY RET	USD	\$142.33		Yes
101542	AXON FUSUS - SYNC - UP TO 720P 15 FPS H.264 3 DAYS RET	USD	\$22.90		Yes
101674	AXON FUSUS - VIDEO ANALOG TO IP ENCODER	USD	\$1,300.00		
101965	AXON FUSUS ONSITE SWS TECHNICAL ACCOUNT MANAGER	USD	\$23,720.91		Yes
S00023	AXON FUSUS PLUS TO PRO PLUS UPGRADE BUNDLE	USD	\$44.12	Yes	Yes
S00022	AXON FUSUS PLUS TO PRO UPGRADE BUNDLE	USD	\$28.47	Yes	Yes
S00020	AXON FUSUS PRO (NO AXON BWC) BUNDLE	USD	\$35.58	Yes	Yes

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S00017	AXON FUSUS PRO BUNDLE	USD	\$48.39	Yes	Yes
S00021	AXON FUSUS PRO PLUS (NO AXON BWC) BUNDLE	USD	\$51.24	Yes	Yes
S00018	AXON FUSUS PRO PLUS BUNDLE	USD	\$64.05	Yes	Yes
S00024	AXON FUSUS PRO TO PRO PLUS UPGRADE BUNDLE	USD	\$12.81	Yes	Yes
50260	AXON INTERVIEW - AUDIO EXT CABLE - 3.5MM M/F STEREO 50 FT	USD	\$10.00		
50251	AXON INTERVIEW - AXIS F0125 SENSOR UNIT 12 METER CABLE	USD	\$325.00		
50254	AXON INTERVIEW - AXIS F1005-E SENSOR UNIT 12 METER CABLE	USD	\$325.00		
50216	AXON INTERVIEW - AXIS NETWORK AUDIO BRIDGE - AUDIO EXTENDER	USD	\$360.00		
100055	AXON INTERVIEW - AXIS P3935-LR	USD	\$492.35		
100244	AXON INTERVIEW - AXIS T91E61 WALL MOUNT	USD	\$40.00		
100243	AXON INTERVIEW - AXIS T94K01D NETWORK CAMERA PENDANT KIT	USD	\$40.00		
100402	AXON INTERVIEW - AXIS TP3101 PENDANT WALL MOUNT	USD	\$64.75		
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	USD	\$700.00		
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	USD	\$356.00		
50298	AXON INTERVIEW - CAMERA - OVERT DOME	USD	\$985.00		
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	USD	\$1,338.00		
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	USD	\$542.00		
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	USD	\$37.01		Yes
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	USD	\$1,500.00		
74116	AXON INTERVIEW - COVERT ENCLOSURE	USD	\$110.00		
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	USD	\$464.00		
100536	AXON INTERVIEW - HDMI ENCODER	USD	\$1,700.00		
100119	AXON INTERVIEW - HP ENGAGE ONE PRO I3	USD	\$3,370.50		
50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	USD	\$500.00		
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	USD	\$1,000.00		
50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	USD	\$500.00		
50030	AXON INTERVIEW - INSTALLATION - MOBILE KIT REMOTE	USD	\$1,750.00		
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	USD	\$5,000.00		
50267	AXON INTERVIEW - IO MODULE	USD	\$788.00		
50258	AXON INTERVIEW - IO MODULE CABINET	USD	\$445.00		
50433	AXON INTERVIEW - IO PUSH BUTTON	USD	\$78.00		
50265	AXON INTERVIEW - IO RED LED	USD	\$35.00		
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	USD	\$209.00		
100120	AXON INTERVIEW - MICROPHONE - IF-PX MODULE	USD	\$410.67		
100121	AXON INTERVIEW - MICROPHONE - LE VERIFACT D-V OMNI-DIR	USD	\$133.75		
100693	AXON INTERVIEW - MOBILE KIT V2	USD	\$12,000.00		
50263	AXON INTERVIEW - PANEL MOUNT LED - 24VDC WHITE	USD	\$36.50		
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	USD	\$1,518.00		
50220	AXON INTERVIEW - POE SWITCH - 8 PORT	USD	\$653.00		
100682	AXON INTERVIEW - PSO - SITE VISIT	USD	\$3,000.00		
100739	AXON INTERVIEW - PSO - TRAINING	USD	\$3,000.00		
50294	AXON INTERVIEW - SERVER - LITE	USD	\$2,934.00		
50295	AXON INTERVIEW - SERVER - PRO	USD	\$5,413.00		
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	USD	\$1,750.00		
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	USD	\$43.27		Yes
50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	USD	\$5,900.00		
50322	AXON INTERVIEW - TOUCH PANEL PRO	USD	\$2,532.00		
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	USD	\$64.00		
100678	AXON INVESTIGATE - DONGLE - PRO USB	USD	-		
100749	AXON INVESTIGATE - PRO DONGLE LICENSE	USD	\$370.06		Yes
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	USD	\$14.23		Yes
100335	AXON INVESTIGATE - TRAINING - IN PERSON WORKFLOW - OP & EXAM	USD	\$1,350.00		
100338	AXON INVESTIGATE - TRAINING - METROLOGY	USD	\$995.00		
101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	USD	\$399.00		
101596	AXON INVESTIGATE - TRAINING OPERATOR/EXAMINER RECERTIFY	USD	\$245.00		
100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	USD	\$1.42		Yes
100341	AXON INVESTIGATE - VIDEO ESSENTIALS FOR LEGAL PROF - ONLINE	USD	\$325.00		
101784	AXON JUSTICE - BASIC INTEGRATION	USD	\$25,000.00		
101192	AXON JUSTICE - LEGACY MIGRATION	USD	\$50,000.00		
101785	AXON JUSTICE - PREMIUM INTEGRATION	USD	\$75,000.00		
100490	AXON JUSTICE - PSO - FAST PASS	USD	\$5,000.00		
100578	AXON JUSTICE - PSO - IMPLEMENTATION	USD	\$200.00		
101346	AXON JUSTICE - PSO - NON-AXON AGENCY INGESTION	USD	\$500.00		
101347	AXON JUSTICE - PSO - ONSITE SUPPORT	USD	\$20,000.00		
101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	USD	\$30,000.00		
100491	AXON JUSTICE - PSO - STANDARD DEPLOYMENT	USD	\$15,000.00		

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100493	AXON JUSTICE - PSO - VIRTUAL SERVICE	USD	\$1,000.00		
102676	AXON LIGHTPOST - 3P ALPR LICENSE	USD	\$285.00		
102131	AXON LIGHTPOST - 3P CAMERA	USD	\$2,179.00		
102164	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE	USD	\$40.00		
102152	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	USD	\$500.00		
102394	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	USD	\$47.00		Yes
102151	AXON LIGHTPOST - 5YR WARRANTY 3P CAMERA	USD	\$4.99		Yes
102799	AXON LIGHTPOST - ADDITIONAL ATTACHMENT AGREEMENT FEE	USD	\$390.00		Yes
102133	AXON LIGHTPOST - ADVANCED 3P CAMERA	USD	\$3,571.00		
102155	AXON LIGHTPOST - ADVANCED TAP REFRESH 3P CAMERA	USD	\$2,838.00		
102156	AXON LIGHTPOST - CONNECT SERVICE	USD	\$83.00		Yes
102708	AXON LIGHTPOST - CONNECTIVITY	USD	\$858.00		Yes
102709	AXON LIGHTPOST - CORE	USD	-		
102803	AXON LIGHTPOST - DE-INSTALL	USD	\$300.00		
102153	AXON LIGHTPOST - INSTALL SERVICE	USD	\$900.00		
102800	AXON LIGHTPOST - LIGHTING FIXTURE REPLACEMENT - LARGE	USD	\$780.00		
102802	AXON LIGHTPOST - LIGHTING FIXTURE REPLACEMENT - MEDIUM	USD	\$660.00		
102801	AXON LIGHTPOST - LIGHTING FIXTURE REPLACEMENT - SMALL	USD	\$420.00		
102690	AXON LIGHTPOST - MONITORING SERVICE	USD	\$43.00		Yes
102699	AXON LIGHTPOST - PTZ STREAMING CAMERA	USD	\$2,715.00		
102705	AXON LIGHTPOST - STREAMING CAMERA	USD	\$1,430.00		
102162	AXON LIGHTPOST - TAP REFRESH - UBIHUB	USD	\$7,908.00		
102154	AXON LIGHTPOST - TAP REFRESH 3P CAMERA	USD	\$2,603.00		
102649	AXON LIGHTPOST - UBIQUA ACCOUNT SETUP	USD	\$1,000.00		
102635	AXON LIGHTPOST - UBIQUA UBI-ANALYTICS	USD	\$100.00		Yes
102619	AXON LIGHTPOST - UBIQUA UBICELL	USD	\$160.00		
102647	AXON LIGHTPOST - UBIQUA UBICELL - CONNECT SERVICES	USD	\$33.00		Yes
102643	AXON LIGHTPOST - UBIQUA UBICELL - SAAS SERVICES	USD	\$50.00		Yes
102638	AXON LIGHTPOST - UBIQUA UBICELL EXTENDED WARRANTY YRS 6-10	USD	\$8.00		Yes
102773	AXON LIGHTPOST NEMA POWER POLE ARM	USD	\$430.00		
80290	AXON LOCAL - BASIC LICENSE TERM ACCESS	USD	\$22.20		Yes
50211	AXON LOCAL - CAMERA LICENSE SMA PERPETUAL	USD	\$11.10		Yes
80279	AXON LOCAL - PERPETUAL CAMERA LICENSE	USD	\$360.00		
50091	AXON LOCAL - PRO LICENSE PERPETUAL	USD	\$1,100.00		
80275	AXON LOCAL - PRO LICENSE SMA	USD	\$34.02		Yes
80277	AXON LOCAL - PRO LICENSE TERM	USD	\$57.79		Yes
50092	AXON LOCAL - PRO SUPPORT AND MAINTENANCE	USD	\$34.02		Yes
80294	AXON LOCAL - SERVER PERPETUAL LICENSE	USD	\$2,500.00		
80296	AXON LOCAL - SERVER SMA	USD	\$78.50		Yes
80298	AXON LOCAL - SERVER TERM LICENSE	USD	\$62.20		Yes
50266	AXON LOCAL - SOFTWARE INSTALLATION AND TRAINING	USD	\$3,000.00		
50249	AXON LOCAL - SSL CERTIFICATE	USD	\$1.25		Yes
50290	AXON LOCAL - TASER 7 PERPETUAL LICENSE	USD	\$360.00		
80285	AXON LOCAL - TASER 7 PERPETUAL LICENSE SMA	USD	\$11.10		Yes
80283	AXON LOCAL - TASER 7 TERM LICENSE	USD	\$7.40		Yes
100590	AXON MY90 - LICENSE	USD	\$14.23		Yes
102877	AXON OUTPOST - 2 CAMERA POWER ADAPTER	USD	\$100.00		
102149	AXON OUTPOST - AC POWER CUSTOM SOW	USD	-		
102540	AXON OUTPOST - AC POWER SUPPLY - INDOOR	USD	\$150.00		
102547	AXON OUTPOST - AC POWER SUPPLY - OUTDOOR	USD	\$250.00		
102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	USD	\$2,500.00		
102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	USD	\$950.00		
102126	AXON OUTPOST - BATTERY AND CHARGER ENCLOSURE - STANDARD	USD	\$550.00		
102542	AXON OUTPOST - CABLE - POWER - 1M	USD	\$80.00		
102537	AXON OUTPOST - CABLE - POWER - 4M	USD	\$50.00		
103079	AXON OUTPOST - CABLE - POWER - 7.5M	USD	\$250.00		
102544	AXON OUTPOST - CABLE - SOLAR	USD	\$20.00		
102032	AXON OUTPOST - CAMERA	USD	\$1,250.00		
102165	AXON OUTPOST - CAMERA MOUNT	USD	\$40.00		
102150	AXON OUTPOST - COMPLEX LOCATION INSTALLATION SERVICE	USD	-		
102148	AXON OUTPOST - DOT POLE INSTALLATION SERVICE	USD	\$5,000.00		
102146	AXON OUTPOST - EXISTING INFRASTRUCTURE / TRAILER INSTALL	USD	\$535.00		
102135	AXON OUTPOST - EXT WARRANTY - CAMERA	USD	\$11.39		Yes
102161	AXON OUTPOST - EXT WARRANTY - EXTERNAL BATTERY	USD	\$1.42		Yes
102130	AXON OUTPOST - ILLUMINATED OUTPOST AWARENESS SIGN	USD	\$109.00		
102139	AXON OUTPOST - LTE SERVICE	USD	\$118.13		Yes

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102137	AXON OUTPOST - MAINTENANCE	USD	\$28.47		Yes
102536	AXON OUTPOST - MOUNT - POLE	USD	\$45.00		
102721	AXON OUTPOST - MOUNT - TRAILER	USD	\$300.60		
103063	AXON OUTPOST - MOUNT - VEHICLE	USD	\$300.00		
102546	AXON OUTPOST - MOUNT - WALL	USD	\$55.00		
102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	USD	\$40.00		
102128	AXON OUTPOST - POLE	USD	\$750.00		
102654	AXON OUTPOST - POLE - MASH	USD	\$2,100.00		
102552	AXON OUTPOST - POLE - STANDARD	USD	\$1,495.00		
102541	AXON OUTPOST - SIDE MOUNT KIT	USD	\$120.00		
102127	AXON OUTPOST - SOLAR PANEL	USD	\$250.00		
102488	AXON OUTPOST - SOLAR PANEL - 100W	USD	\$145.00		
102487	AXON OUTPOST - SOLAR PANEL - 50W	USD	\$95.00		
102539	AXON OUTPOST - SOLAR PANEL BRACKET SET	USD	\$300.00		
102136	AXON OUTPOST - STANDARD INSTALLATION	USD	\$875.00		
102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	USD	\$400.00		
102185	AXON OUTPOST - TAP REFRESH FOUR - BATTERY	USD	\$370.00		
102134	AXON OUTPOST - TAP REFRESH ONE - BATTERY	USD	\$275.00		
102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	USD	\$1,111.37		
102808	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE STANDARD	USD	\$643.00		
102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	USD	\$2,130.00		
102184	AXON OUTPOST - TAP REFRESH THREE - BATTERY	USD	\$335.00		
102160	AXON OUTPOST - TAP REFRESH TWO - BATTERY	USD	\$305.00		
102813	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE EXTENDED	USD	\$1,352.15		
102809	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE STANDARD	USD	\$783.00		
102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	USD	\$2,590.00		
102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	USD	\$135.00		
102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	USD	\$100.00		
102143	AXON OUTPOST - UPGRADE INSTALLATION	USD	\$200.00		
102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	USD	\$1,200.00		
73739	AXON PERFORMANCE - LICENSE	USD	\$14.23		Yes
73681	AXON RECORDS	USD	\$64.05		Yes
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	USD	\$92.52		Yes
101176	AXON RECORDS - E-NOTES DEPLOYMENT	USD	\$30,000.00		
100801	AXON RECORDS - OSP LICENSE	USD	\$64.05		Yes
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	USD	\$250.00		
102508	AXON RECORDS - PSO RECORDS DATA CONVERSION	USD	\$250.00		
101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	USD	\$22,000.00		
101889	AXON SIGNAL - BATTERY - CR2032	USD	\$5.00		
71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	USD	-		
70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	USD	\$25.00		
75020	AXON SIGNAL - CROUZET BM1R16MV1 - SIGNAL SIR	USD	\$65.00		
101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	USD	\$7.23		Yes
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	USD	\$1.78		Yes
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	USD	\$1,500.00		
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	USD	\$3,000.00		
101649	AXON SIGNAL - SIDEARM - SENSOR BODY MOUNTING SCREWS	USD	\$2.50		
100771	AXON SIGNAL - SIDEARM BRACKET - 0933	USD	\$4.99		
100770	AXON SIGNAL - SIDEARM BRACKET - 1001	USD	\$4.99		
100567	AXON SIGNAL - SIDEARM BRACKET - 1047	USD	\$4.99		
100609	AXON SIGNAL - SIDEARM BRACKET - 1053	USD	\$4.99		
100566	AXON SIGNAL - SIDEARM BRACKET - 1143	USD	\$2.49		
100608	AXON SIGNAL - SIDEARM BRACKET - 1215	USD	\$2.50		
101647	AXON SIGNAL - SIDEARM BRACKET - 1576 LH	USD	\$4.99		
101646	AXON SIGNAL - SIDEARM BRACKET - 1576 RH	USD	\$4.99		
71029	AXON SIGNAL - SIDEARM HARDWARE PACK A	USD	\$1.25		
100867	AXON SIGNAL - SIDEARM HARDWARE PACK A - SAFARILAND OEM	USD	\$1.50		
100868	AXON SIGNAL - SIDEARM HARDWARE PACK B - SAFARILAND OEM	USD	\$1.50		
100869	AXON SIGNAL - SIDEARM HARDWARE PACK C - BLACKHAWK OEM	USD	\$1.50		
100870	AXON SIGNAL - SIDEARM HARDWARE PACK D - SAFARILAND OEM	USD	\$1.50		
100871	AXON SIGNAL - SIDEARM HARDWARE PACK E - SAFARILAND OEM	USD	\$1.50		
100872	AXON SIGNAL - SIDEARM HARDWARE PACK F - BLACKHAWK OEM	USD	\$1.50		
100873	AXON SIGNAL - SIDEARM HARDWARE PACK G - SAFARILAND OEM	USD	\$1.50		
100874	AXON SIGNAL - SIDEARM HARDWARE PACK J - SAFARILAND OEM	USD	\$1.50		
102555	AXON SIGNAL - SIDEARM HARDWARE PACK M	USD	\$2.00		
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	USD	\$2.99		

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100681	AXON SIGNAL - SIDEARM SENSOR ONLY	USD	\$269.00		
101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	USD	\$386.00		
101688	AXON SIGNAL - TAP REFRESH 2 - SIGNAL SENSOR	USD	\$451.00		
70112	AXON SIGNAL - VEHICLE	USD	\$279.00		
101952	AXON SIGNAL SENSOR BRACKET 1601 L+R	USD	\$4.99		
101947	AXON SIGNAL SENSOR BRACKET 1677 L+R	USD	\$4.99		
101944	AXON SIGNAL SENSOR BRACKET 1679 L+R	USD	\$4.99		
101959	AXON SIGNAL SENSOR BRACKET 1718 L+R	USD	\$4.99		
101957	AXON SIGNAL SENSOR BRACKET 1719 L+R	USD	\$4.99		
101948	AXON SIGNAL SENSOR BRACKET 1721 L+R	USD	\$4.99		
101958	AXON SIGNAL SENSOR BRACKET 1724 (LH)	USD	\$4.99		
101963	AXON SIGNAL SENSOR BRACKET 1724 (RH)	USD	\$4.99		
101956	AXON SIGNAL SENSOR BRACKET 1725 (LH)	USD	\$4.99		
101953	AXON SIGNAL SENSOR BRACKET 1725 (RH)	USD	\$4.99		
101945	AXON SIGNAL SENSOR BRACKET 1734 L+R	USD	\$4.99		
103134	AXON SIGNAL VEHICLE 2	USD	\$279.00		
101279	AXON SKY-HERO - BREACHING DRONE SOFTWARE	USD	-		
102504	AXON SKY-HERO - GCS - TAP REFRESH 2	USD	\$10,455.00		
102503	AXON SKY-HERO - GCS - TAP REFRESH 3	USD	\$15,221.00		
101435	AXON SKY-HERO - GROUND CONTROL SYSTEM STARTER KIT - S+L	USD	\$5,795.00		
101617	AXON SKY-HERO - INSTRUCTOR COURSE	USD	\$2,395.00		
102501	AXON SKY-HERO - POLE - TAP REFRESH 2	USD	\$5,364.00		
102506	AXON SKY-HERO - POLE - TAP REFRESH 3	USD	\$7,709.00		
101881	AXON SKY-HERO - SYNC BOX	USD	\$1,700.00		
100987	AXON SKY-HERO - TYPHON PAYLOAD SET	USD	\$2,500.00		
102498	AXON SKY-HERO - UAV - TAP REFRESH 2	USD	\$13,027.00		
102500	AXON SKY-HERO - UAV - TAP REFRESH 3	USD	\$17,650.00		
102499	AXON SKY-HERO - UGV - TAP REFRESH 2	USD	\$14,944.00		
102502	AXON SKY-HERO - UGV - TAP REFRESH 3	USD	\$21,849.00		
101920	AXON SKY-HERO - WARRANTY GCS	USD	\$4,056.00		
A00010	AXON SKY-HERO BASIC ROBOTICS - HW ONLY	USD	BUNDLE PRICING	Yes	Yes
101278	AXON SKY-HERO BREACHING DRONE DEVICE	USD	\$2,500.00		
101269	AXON SKY-HERO BREACHING DRONE REMOTE KIT	USD	\$2,275.00		
101271	AXON SKY-HERO BREACHING DRONE STARTER KIT	USD	\$5,365.00		
A00012	AXON SKY-HERO COMPLETE - HW ONLY	USD	BUNDLE PRICING	Yes	Yes
100890	AXON SKY-HERO FIRMWARE UPDATE KIT	USD	\$50.00		
100898	AXON SKY-HERO GCS / TACTICAL SCREEN CHARGER	USD	\$50.00		
101275	AXON SKY-HERO GROUND CONTROL SYSTEM DEVICE	USD	\$5,695.00		
100884	AXON SKY-HERO GROUND CONTROL SYSTEM STARTER KIT	USD	\$5,795.00		
100887	AXON SKY-HERO LED PAYLOAD	USD	\$1,850.00		
100899	AXON SKY-HERO LIPO CHARGER HUB FOR LOKI 2	USD	\$90.00		
100986	AXON SKY-HERO LOKI 2 DRONE	USD	\$2,250.00		
100881	AXON SKY-HERO LOKI 2 DRONE STARTER KIT	USD	\$2,810.00		
100891	AXON SKY-HERO LOKI 2 INSERT DUCT SET (4 PCS)	USD	\$50.00		
101273	AXON SKY-HERO LOKI 2 LIPO BATTERY CHARGING HUB	USD	\$50.00		
100895	AXON SKY-HERO LOKI 2 LIPO DUAL HUB FAST CHARGER	USD	\$225.00		
100893	AXON SKY-HERO LOKI 2 MOTOR SET (4 PCS)	USD	\$150.00		
100880	AXON SKY-HERO LOKI 2 PAYLOAD ATTACHMENT SYSTEM	USD	\$250.00		
100892	AXON SKY-HERO LOKI 2 PROPELLER SET (4 PCS)	USD	\$20.00		
100894	AXON SKY-HERO LOKI 2 SPARE PARTS KIT	USD	\$175.00		
100886	AXON SKY-HERO NARFI POLE CAMERA	USD	\$2,350.00		
100883	AXON SKY-HERO NARFI POLE CAMERA STARTER KIT	USD	\$2,850.00		
100902	AXON SKY-HERO P7 GCS HOLDER	USD	\$150.00		
100904	AXON SKY-HERO P7 LIPO BATTERY POUCH	USD	\$75.00		
100906	AXON SKY-HERO P7 LOKI 2 POUCH	USD	\$75.00		
101270	AXON SKY-HERO P7 NARFI POUCH	USD	\$150.00		
100901	AXON SKY-HERO P7 SIGYN LEG SHROUD	USD	\$200.00		
100905	AXON SKY-HERO P7 SIGYN POUCH	USD	\$75.00		
101272	AXON SKY-HERO P7 TACTICAL BAG	USD	\$500.00		
100907	AXON SKY-HERO P7 TACTICAL BAG KIT	USD	\$1,075.00		
100903	AXON SKY-HERO P7 UTILITY POUCH	USD	\$75.00		
A00014	AXON SKY-HERO PREMIUM ROBOTICS - HW ONLY	USD	BUNDLE PRICING	Yes	Yes
100885	AXON SKY-HERO SIGYN GROUND ROBOT	USD	\$8,245.00		
100882	AXON SKY-HERO SIGYN GROUND ROBOT STARTER KIT	USD	\$8,395.00		
100910	AXON SKY-HERO SIGYN PAYLOAD ATTACHMENT SYSTEM	USD	\$250.00		
101268	AXON SKY-HERO SIGYN REPLACEMENT FRONT WHITE LED	USD	\$250.00		

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100889	AXON SKY-HERO SIGYN SPARE PARTS KIT	USD	\$250.00		
100897	AXON SKY-HERO SIGYN/NARFI LION BATTERY	USD	\$20.00		
100896	AXON SKY-HERO SIGYN/NARFI LION CHARGER	USD	\$70.00		
101277	AXON SKY-HERO TACTICAL SCREEN	USD	\$650.00		
100909	AXON SKY-HERO TACTICAL SCREEN STARTER KIT	USD	\$700.00		
101892	AXON SKY-HERO TAP REFRESH GCS	USD	\$8,693.00		
101899	AXON SKY-HERO TAP REFRESH POLE	USD	\$4,275.00		
101915	AXON SKY-HERO TAP REFRESH UAV	USD	\$32,897.00		
101895	AXON SKY-HERO TAP REFRESH UAV	USD	\$4,215.00		
101903	AXON SKY-HERO TAP REFRESH UGV	USD	\$12,593.00		
101276	AXON SKY-HERO TYPHON DISTRACTION CARTRIDGE SET	USD	\$1,200.00		
101274	AXON SKY-HERO VERTICAL CAMERA PAYLOAD	USD	\$800.00		
101921	AXON SKY-HERO WARRANTY GCS	USD	\$4,056.00		
101919	AXON SKY-HERO WARRANTY POLE	USD	\$3,825.00		
101917	AXON SKY-HERO WARRANTY UAV	USD	\$4,140.00		
101918	AXON SKY-HERO WARRANTY UGV	USD	\$4,983.00		
102188	AXON SMART CAPTURE	USD	\$7.12		Yes
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	USD	\$30,000.00		
73638	AXON STANDARDS - LICENSE	USD	\$14.23		Yes
100560	AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION	USD	\$35,000.00		
102514	AXON STANDARDS - PSO STANDARDS IMPLEMENTATION - CUSTOM	USD	\$250.00		
102462	AXON TAGGING ASSISTANT - AI AUTO TAGGING	USD	\$14.23		Yes
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	USD	\$6,786.00		
101854	AXON TASER - ACCESSORY CASE - PLANO PROTECTOR SERIES XL	USD	\$43.19		
85000	AXON TASER - ALLIGATOR CLIP - ASSEMBLED STANDARD CARTRIDGE	USD	\$69.40		
20019	AXON TASER - BATTERY PACK - COMPACT	USD	\$117.16		
20027	AXON TASER - BATTERY PACK - DISCONNECT	USD	\$156.82		
20018	AXON TASER - BATTERY PACK - TACTICAL	USD	\$117.16		
100114	AXON TASER - BELT LOOP - SAFARILAND 3 IN	USD	\$18.80		
33212	AXON TASER - BELTCLIP - UNIVERSAL TEK-LOK	USD	\$13.03		
33112	AXON TASER - CARTRIDGE - SMART INERT W/ALLIGATOR CLIP	USD	\$49.92		
20004	AXON TASER - CARTRIDGE - SOFT CONTACT LIVE SIM TRNG SMART	USD	\$51.42		
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	USD	\$5,158.44		
100591	AXON TASER - CLEANING KIT	USD	\$45.00		
100743	AXON TASER - CLEANING KIT WITHOUT ALCOHOL	USD	\$35.00		
101180	AXON TASER - DATA SCIENCE PROGRAM	USD	\$1.42		Yes
100118	AXON TASER - DISCONNECT BATTERY COILED BELT LOOP ATTCHMNT	USD	\$12.36		
20033	AXON TASER - DISCONNECT BATTERY WRIST STRAP AND KEY RING	USD	\$11.45		
74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	USD	\$691.90		
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	USD	\$1,800.96		
44550	AXON TASER - ENHANCED SIM SUIT - MODEL II	USD	\$967.69		
20248	AXON TASER - EVIDENCE.COM LICENSE	USD	\$7.64		Yes
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	USD	\$0.71		Yes
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	USD	\$10.96		Yes
80388	AXON TASER - EXT WARRANTY - TASER CAM TCHD	USD	\$5.34		Yes
101348	AXON TASER - FEES - EXPERT EXPENSES	USD	-		
100108	AXON TASER - FEES - EXPERT IDLE	USD	\$103.00		
100109	AXON TASER - FEES - EXPERT TRAVEL	USD	-		
100110	AXON TASER - FEES - EXPERT WORK	USD	\$257.50		
100132	AXON TASER - FORENSICS - DATA ANALYSIS	USD	\$1,030.00		
100189	AXON TASER - FORENSICS - EXPEDITE	USD	\$1,115.50		
100133	AXON TASER - FORENSICS - FULL ANALYSIS	USD	\$2,060.00		
100131	AXON TASER - FORENSICS - PROBE ANALYSIS	USD	\$515.00		
20157	AXON TASER - HARD CASE - 15.2X12X4.5 EGG CRATE FOAM	USD	\$50.00		
100735	AXON TASER - HOLSTER - BLACKHAWK S.T.R.I.K.E. PLATFORM AMB	USD	\$19.78		
100403	AXON TASER - HOLSTER - SAFARILAND QLS KIT QLS19 & QLS22	USD	\$40.07		
20187	AXON TASER - HOLSTER ATCH - BLADE-TECH TMMS OUT LG MOLLE-LOK	USD	\$40.38		
20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	USD	\$27.55		
100810	AXON TASER - HOOD GUARD - SAFARILAND SLS LH	USD	\$11.02		
100808	AXON TASER - HOOD GUARD - SAFARILAND SLS RH	USD	\$11.02		
20056	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT KIT SHIELD	USD	\$45.65		
20133	AXON TASER - IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	USD	-		
44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	USD	\$895.00		
80100	AXON TASER - LASER ENGRAVING	USD	\$6.50		
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	USD	\$2,395.00		
100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	USD	\$30,000.00		

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101193	AXON TASER - ON DEMAND CERTIFICATION	USD	\$4.51		Yes
85150	AXON TASER - PSO - CEW ADD-ON	USD	\$4,000.00		
85147	AXON TASER - PSO - STARTER	USD	\$14,000.00		
26764	AXON TASER - REPLACEMENT BATTERY KIT - TASER CAM HD	USD	\$78.50		
20293	AXON TASER - SAFARILAND BELT CLIP	USD	\$42.40		
100471	AXON TASER - SAFARILAND QLS RECEIVER PLATE	USD	\$24.57		
100470	AXON TASER - SAFARILAND QLS19 FORK	USD	\$19.00		
100559	AXON TASER - SAFARILAND QUICK REL SINGLE STRAP THIGH RIG	USD	\$108.70		
20292	AXON TASER - SAFARILAND THIGH RIG MOUNT	USD	\$94.14		
70976	AXON TASER - SAFETY GLASSES	USD	\$6.69		
101419	AXON TASER - SERVICE - DATA SCIENCE SETUP	USD	-		
44416	AXON TASER - SIM SUIT - GLOVES BLACK (SET)	USD	\$83.35		
44415	AXON TASER - SIM SUIT - HELMET BLACK	USD	\$151.82		
74208	AXON TASER - SINGLE BAY BATTERY DATAPORT - NORTH AMERICA	USD	\$409.99		
74209	AXON TASER - SIX BAY BATTERY DATAPORT	USD	\$1,377.56		
100703	AXON TASER - TAP REFRESH - BATTERY PACK	USD	\$129.50		
100702	AXON TASER - TAP REFRESH - HANDLE	USD	\$2,609.00		
80004	AXON TASER - TARGET - CONDUCTIVE 2 PART TOP AND BOTTOM	USD	\$45.58		
80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	USD	\$176.23		
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	USD	\$240.25		
80002	AXON TASER - TARGET - PAPER CONDUCTIVE INK CIVILIAN	USD	\$11.55		
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	USD	\$123.60		
20064	AXON TASER - TASER 7 SAFETY CLIP	USD	\$9.50		
26820	AXON TASER - TASER CAM - AS TCHD	USD	\$688.00		
100144	AXON TASER - TASER CAM HD - USB RUBBER PLUG	USD	\$1.25		
100804	AXON TASER - TECHNICAL SOLUTIONS COURSE - INTERNATIONAL	USD	\$6,400.00		
100217	AXON TASER - TORQUEFIX & TORQUEVAR BLADE - WIHA 28562	USD	\$10.85		
100218	AXON TASER - TORQUEVARIO-S TORQUE SCRWDRVR 15-80 IN OZ	USD	\$140.80		
26762	AXON TASER - USB DOWNLOAD KIT - TASER CAM HD	USD	\$20.70		
22013	AXON TASER - X2/X26P - DATAPORT DOWNLOAD KIT USB	USD	\$282.00		
22011	AXON TASER - X2/X26P BATTERY PACK - APPM AUTOMATIC SHUT DOWN	USD	\$104.80		
22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	USD	\$87.20		
70116	AXON TASER - X2/X26P BATTERY PACK - SPPM SIGNAL CONNECTED	USD	\$125.45		
22012	AXON TASER - X2/X26P BATTERY PACK - TPPM TACTICAL PINKY EXT	USD	\$87.20		
22188	AXON TASER - X26/X26P CARTRIDGE - 15 FT STANDARD NS	USD	\$45.94		
44205	AXON TASER - X26/X26P CARTRIDGE - 21 FT NON-CONDUCTIVE TRNG	USD	\$45.94		
22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	USD	\$45.94		
22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	USD	\$45.94		
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	USD	\$2,900.00		
102432	AXON TASER 10 - ADAPTIVE CONTROL (4-DAY)	USD	\$1,500.00		
102290	AXON TASER 10 - CARTRIDGE - APOLLO	USD	\$35.00		
100400	AXON TASER 10 - CARTRIDGE - HALT	USD	\$24.00		
100401	AXON TASER 10 - CARTRIDGE - INERT	USD	-		
100399	AXON TASER 10 - CARTRIDGE - LIVE	USD	\$24.00		
102186	AXON TASER 10 - COMMAND BOX	USD	-		
102198	AXON TASER 10 - EXECUTIVE PROTECTION	USD	\$495.00		
101695	AXON TASER 10 - EXT WARRANTY - DEDICATED TRAINING HANDLE	USD	\$47.97		Yes
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	USD	\$11.81		Yes
101696	AXON TASER 10 - EXT WARRANTY - POOLED HANDLE	USD	\$23.06		Yes
100392	AXON TASER 10 - HANDLE - INERT RED CLASS 2	USD	\$2,000.00		
100391	AXON TASER 10 - HANDLE - YELLOW CLASS 2	USD	\$2,350.00		
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	USD	\$2,350.00		
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	USD	\$86.00		
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	USD	\$88.58		
100615	AXON TASER 10 - HOLSTER - BLADE-TECH LH	USD	\$86.00		
100614	AXON TASER 10 - HOLSTER - BLADE-TECH RH	USD	\$90.30		
100621	AXON TASER 10 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$86.00		
102289	AXON TASER 10 - MAGAZINE - APOLLO DUTY YELLOW V2	USD	\$165.00		
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	USD	\$165.00		
100396	AXON TASER 10 - MAGAZINE - INERT RED	USD	\$165.00		
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	USD	\$165.00		
101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	USD	\$165.00		
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	USD	\$165.00		
101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	USD	\$165.00		
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$9.04		Yes
101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	USD	\$20.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	USD	\$280.00		
100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	USD	\$91.02		
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	USD	\$91.02		
20020	AXON TASER 7 - BATTERY PACK - NON-RECHARGEABLE	USD	\$86.40		
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	USD	\$46.35		
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	USD	\$46.35		
22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	USD	\$55.00		
22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	USD	\$55.00		
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	USD	\$46.35		
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	USD	\$46.35		
101489	AXON TASER 7 - CARTRIDGE - PLACEHOLDER	USD	\$98.25		
20058	AXON TASER 7 - CARTRIDGE CARRIER - S.O. TECH POUCH SOFT	USD	\$15.45		
20059	AXON TASER 7 - CARTRIDGE CARRIER - SAFARILAND	USD	\$27.47		
20152	AXON TASER 7 - CHALLENGE COIN	USD	\$8.50		
80387	AXON TASER 7 - EXT WARRANTY - DOCK SINGLE BAY	USD	\$4.48		Yes
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	USD	\$11.03		Yes
80381	AXON TASER 7 - EXT WARRANTY - SINGLE BAY DATAPORT	USD	\$2.65		Yes
80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	USD	\$8.18		Yes
20009	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 2	USD	\$2,190.00		
20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	USD	\$2,200.00		
20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	USD	\$98.25		
20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	USD	\$98.25		
20066	AXON TASER 7 - HOLSTER - BLADE-TECH LH	USD	\$101.20		
20061	AXON TASER 7 - HOLSTER - BLADE-TECH RH	USD	\$101.20		
20060	AXON TASER 7 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$101.20		
100116	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP LH	USD	\$100.73		
100115	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP RH	USD	\$100.00		
20165	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE LH+CART CARR	USD	\$101.20		
20164	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE RH+CART CARR	USD	\$101.20		
20163	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS LH+CART CARR	USD	\$96.05		
20162	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS RH+CART CARR	USD	\$96.05		
100104	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR LH	USD	\$189.78		
100103	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR RH	USD	\$189.78		
20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	USD	\$85.09		
20161	AXON TASER 7 - HOLSTER - SAFARILAND LH+CART CARRIER	USD	\$101.20		
20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	USD	\$86.37		
20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	USD	\$101.20		
100329	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 LH	USD	\$138.02		
100328	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 RH	USD	\$138.02		
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	USD	-		Yes
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$4.27		Yes
100202	AXON TASER 7 - SAFETY REPAIR KIT	USD	-		
74204	AXON TASER 7 - SINGLE BAY BATTERY DATAPORT - INTERNATIONAL	USD	\$409.99		
20104	AXON TASER 7 - TRADE-IN UPFRONT PURCHASE	USD	-		
100128	AXON TASER 7 - TRAINING HANDLE - INERT CLASS 2 LASER	USD	\$669.50		
20029	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP CQ (12 DEG)	USD	\$67.30		
20028	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP SQ (3.5 DEGREE)	USD	\$67.30		
102484	AXON TASER COVERT - HANDLE - CLASS 3R - BLACK	USD	\$2,420.00		
102446	AXON TASER COVERT - MAGAZINE - APOLLO ADVANCED DUTY - BLACK	USD	\$90.00		
102448	AXON TASER COVERT - MAGAZINE - HALT - BLUE	USD	\$90.00		
102449	AXON TASER COVERT - MAGAZINE - INERT - RED	USD	\$90.00		
102447	AXON TASER COVERT - MAGAZINE - LIVE DUTY - BLACK	USD	\$90.00		
102444	AXON TASER COVERT - MAINTENANCE KIT	USD	\$50.00		
22184	AXON TASER X2 - CARTRIDGE - 15 FT SMART NS	USD	\$51.42		
22157	AXON TASER X2 - CARTRIDGE - 25 FT NON-CONDUCTIVE TRNG SMART	USD	\$51.42		
22185	AXON TASER X2 - CARTRIDGE - 25 FT SMART NS	USD	\$51.42		
22155	AXON TASER X2 - CARTRIDGE - INERT SIMULATION	USD	\$65.65		
101896	AXON TASER X2 - DUAL CARTRIDGE CARRIER - RADAR 1957	USD	\$10.00		
22023	AXON TASER X2 - HANDLE - BLUE DEMO LASER POINTER	USD	\$261.50		
22001	AXON TASER X2 - HANDLE - YELLOW CLASS 2	USD	\$1,730.00		
74037	AXON TASER X2 - HARD CASE AND FOAM	USD	\$101.97		
22504	AXON TASER X2 - HOLSTER - BLACKHAWK LH	USD	\$112.81		
22501	AXON TASER X2 - HOLSTER - BLACKHAWK RH	USD	\$120.18		
22503	AXON TASER X2 - HOLSTER - BLADE-TECH LH	USD	\$113.00		
22500	AXON TASER X2 - HOLSTER - BLADE-TECH RH	USD	\$113.00		
22508	AXON TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN LH	USD	\$149.00		

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22507	AXON TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN RH	USD	\$142.19		
80501	AXON TASER X2 - ONLINE TRAINING CONTENT LICENSE	USD	-		Yes
22037	AXON TASER X2 - REFLECTIVE SIDE LABEL	USD	\$14.75		
20555	AXON TASER X26 - UNLIMITED DUTY CARTRIDGES	USD	\$12.45		Yes
11015	AXON TASER X26P - BATTERY PACK - XAPPM SPARE CART ASD	USD	\$103.50		
80398	AXON TASER X26P - EXT WARRANTY - HANDLE	USD	\$12.88		Yes
11002	AXON TASER X26P - HANDLE - BLACK	USD	\$1,450.00		
11000	AXON TASER X26P - HANDLE - BLACK CLASS 2	USD	\$1,450.00		
11023	AXON TASER X26P - HANDLE - BLUE DEMO LASER POINTER	USD	\$198.35		
11003	AXON TASER X26P - HANDLE - YELLOW	USD	\$1,450.00		
11001	AXON TASER X26P - HANDLE - YELLOW CLASS 2	USD	\$1,450.00		
100070	AXON TASER X26P - HARD CASE - SMALL 13X9.5X2.5	USD	\$11.90		
11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	USD	\$93.99		
11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	USD	\$93.94		
11503	AXON TASER X26P - HOLSTER - BLADE TECH - LH	USD	\$94.90		
11500	AXON TASER X26P - HOLSTER - BLADE TECH - RH	USD	\$94.90		
101490	AXON TASER X26P - HOLSTER - PLACEHOLDER	USD	\$91.25		
22511	AXON TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN LH	USD	\$131.20		
22510	AXON TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN RH	USD	\$131.20		
80502	AXON TASER X26P - ONLINE TRAINING CONTENT LICENSE	USD	-		Yes
22038	AXON TASER X26P - REFLECTIVE SIDE LABEL	USD	\$13.90		
11010	AXON TASER X26P - XPPM SPARE CARTRIDGE BATTERY PACK	USD	\$98.90		
101714	AXON TRAINING - ADVANCED CONCEPTS IN LAW ENFORCEMENT	USD	\$1,400.00		
101599	AXON TRAINING - DELTA LEADERSHIP COURSE	USD	\$1,400.00		
101690	AXON TRAINING - EFFECTIVE CONTROL	USD	\$600.00		
101643	AXON TRAINING - MASTER INSTRUCTOR SCHOOL - IN HOUSE SING DVC	USD	\$33,333.33		
101606	AXON TRAINING - POD TRAINING & SETUP	USD	\$9,000.00		
101615	AXON TRAINING - SKY-HERO BASIC USER COURSE	USD	\$995.00		
101717	AXON TRAINING - SKY-HERO INSTRUCTOR CERTIFICATION COURSE	USD	\$2,395.00		
101716	AXON TRAINING - SKY-HERO OPERATOR CERTIFICATION COURSE	USD	\$995.00		
101181	AXON TRAINING - TACTICAL DRONE INSTRUCTOR SCHOOL	USD	\$1,500.00		
101586	AXON TRAINING - TRAINING POD	USD	\$315,000.00		
V00022	AXON TRAINING POD - CHARGING BUNDLE	USD	BUNDLE PRICING	Yes	Yes
102439	AXON TRAINING POD - MODIFIED ATP - GENERAL	USD	\$150,000.00		
102535	AXON TRAINING POD - YEARS 6-10	USD	\$349,980.00		
101966	AXON UNLIMITED SMART DETECTION	USD	\$71.17		Yes
102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	USD	\$259.04		Yes
102725	AXON VEHICLE INTELLIGENCE - CCTV ADD ON	USD	\$42.70		Yes
102723	AXON VEHICLE INTELLIGENCE - VAR ADD ON	USD	\$14.23		Yes
100832	AXON VR - CONTROLLER - HANDGUN VR19H	USD	\$1,900.00		
101413	AXON VR - CONTROLLER - HANDGUN VR320H	USD	\$1,900.00		
101412	AXON VR - CONTROLLER - HANDGUN VRMPH	USD	\$1,900.00		
101611	AXON VR - CONTROLLER - RIFLE VRM4R	USD	\$5,499.00		
100748	AXON VR - CONTROLLER - TASER 10	USD	\$1,785.00		
100397	AXON VR - CONTROLLER - TASER 10 - WHITE MAGAZINE	USD	\$150.00		
100833	AXON VR - CONTROLLER - TASER 7	USD	\$1,785.00		
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	USD	\$13.52		Yes
100197	AXON VR - EXT WARRANTY - HEADSET	USD	\$8.87		Yes
100213	AXON VR - EXT WARRANTY - TABLET	USD	\$5.96		Yes
101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	USD	\$12.71		Yes
100122	AXON VR - HEADSET - BATTERY	USD	\$100.00		
100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	USD	\$119.00		
100124	AXON VR - HEADSET - FACE AND REAR CUSHION	USD	\$50.00		
20378	AXON VR - HEADSET - HTC FOCUS 3	USD	\$1,993.00		
101751	AXON VR - HEADSET - HTC FOCUS VISION	USD	\$1,993.00		
101864	AXON VR - HEADSET - HTC FOCUS VISION FEDERAL	USD	\$1,993.00		
100362	AXON VR - HEADSET - POWER ADAPTER - US	USD	\$40.00		
101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	USD	\$100.00		
101124	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - RH	USD	\$100.00		
101119	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - LH	USD	\$200.00		
101120	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - RH	USD	\$200.00		
101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	USD	\$100.00		
101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	USD	\$100.00		
101298	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - LH	USD	\$100.00		
101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	USD	\$100.00		
101296	AXON VR - HOLSTER - T7 BLADE-TECH GRAY - LH	USD	\$200.00		

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
101297	AXON VR - HOLSTER - T7 BLADE-TECH GRAY - RH	USD	\$200.00		
101291	AXON VR - HOLSTER - T7 SAFARILAND GRAY - LH	USD	\$100.00		
101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	USD	\$100.00		
102389	AXON VR - MULTI-USER ROOM MARKER	USD	\$20.00		
101267	AXON VR - PSO - FULL INSTALLATION	USD	\$12,000.00		
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	USD	\$6,000.00		
101186	AXON VR - PSO - VIRTUAL	USD	\$2,000.00		
101294	AXON VR - TABLET	USD	\$1,395.00		
101300	AXON VR - TABLET CASE	USD	\$65.00		
100126	AXON VR - TACTICAL BAG	USD	\$138.00		
102938	AXON VR - TAILORED CONTENT	USD	\$180,000.00		
101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	USD	\$2,054.00		
20373	AXON VR - TAP REFRESH 1 - HEADSET	USD	\$2,156.00		
100210	AXON VR - TAP REFRESH 1 - TABLET	USD	\$1,578.00		
101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	USD	\$1,931.00		
101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	USD	\$2,156.00		
20374	AXON VR - TAP REFRESH 2 - HEADSET	USD	\$2,244.00		
100211	AXON VR - TAP REFRESH 2 - TABLET	USD	\$1,651.00		
101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	USD	\$2,010.00		
101011	AXON VR - TAP REFRESH 3 - HANDGUN CONTROLLER	USD	\$2,218.00		
20375	AXON VR - TAP REFRESH 3 - HEADSET	USD	\$2,329.00		
100212	AXON VR - TAP REFRESH 3 - TABLET	USD	\$1,709.00		
101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	USD	\$2,086.00		
100539	AXON VR - USER ACCESS - DE ESCALATION ONLY	USD	\$14.23		Yes
20370	AXON VR - USER ACCESS - FULL VR	USD	\$34.16		Yes
101703	AXON VR - USER ACCESS - TASER SKILLS	USD	\$18.50		Yes
101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	USD	\$17.08		Yes
101308	AXON VR - USER ACCESS - TRAINING ACADEMY	USD	\$11.74		Yes
100900	AXONSKY-HERO LIPO BATTERY FOR LOKI 2	USD	\$150.00		
BasicLicense	Basic License Bundle	USD	\$21.35	Yes	Yes
A00016	BASIC ROBOTICS BUNDLE	USD	\$950.15	Yes	Yes
103092	BLACKHAWK TACTICAL LANYARD	USD	\$50.00		
102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	USD	\$36.00		
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	USD	\$47.40	Yes	Yes
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	USD	\$82.14	Yes	Yes
BWCamSBDTAP10Yr	Body Worn Camera Single-Bay Dock TAP 10 Year Bundle	USD	\$16.30	Yes	Yes
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	USD	\$13.76	Yes	Yes
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	USD	\$44.41	Yes	Yes
BWCamTAP	Body Worn Camera TAP Bundle	USD	\$51.24	Yes	Yes
102558	BREACHING DRONE INSTRUCTOR COURSE	USD	\$2,499.00		
A00048	BREACHING DRONE PLAN	USD	\$21,000.00	Yes	Yes
H00015	BUNDLE - AB4 POV HELMET BUNDLE	USD	\$379.00	Yes	Yes
A00006	BUNDLE - AXON AIR - COPILOT BUNDLE	USD	BUNDLE PRICING	Yes	Yes
A00025	BUNDLE - AXON AIR BASIC PATROL	USD	BUNDLE PRICING	Yes	Yes
A00009	BUNDLE - AXON AIR DFR DOCK PRO	USD	BUNDLE PRICING	Yes	Yes
A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	USD	BUNDLE PRICING	Yes	Yes
A00007	BUNDLE - AXON DFR PATROL	USD	BUNDLE PRICING	Yes	Yes
A00001	BUNDLE - AXON SKY-HERO - 1 DRONE STARTER	USD	BUNDLE PRICING	Yes	Yes
B00030	BUNDLE - BWC RESCUE	USD	\$190.72	Yes	Yes
B00026	BUNDLE - CORRECTIONS BASIC 1 TAP	USD	\$69.74	Yes	Yes
B00027	BUNDLE - CORRECTIONS BASIC 2 TAP	USD	\$83.98	Yes	Yes
B00028	BUNDLE - CORRECTIONS PRO 1 TAP	USD	\$98.21	Yes	Yes
B00029	BUNDLE - CORRECTIONS PRO 2 TAP	USD	\$112.44	Yes	Yes
F00013	BUNDLE - FIRE/EMS FLEET	USD	\$354.40	Yes	Yes
F00008	BUNDLE - FLEET 3 - EXTERIOR CAMERA ADD-ON	USD	\$54.09	Yes	Yes
F00009	BUNDLE - FLEET 3 - EXTERIOR CAMERA ADD-ON WITH TAP	USD	\$83.98	Yes	Yes
F00010	BUNDLE - FLEET 3 ADVANCED + ZOLL RENEWAL	USD	\$318.82	Yes	Yes
F00014	BUNDLE - FLEET 3 ADVANCED WITH GEOTAB	USD	\$375.75	Yes	Yes
F00015	BUNDLE - FLEET 3 ADVANCED WITH GEOTAB 10YR	USD	\$375.75	Yes	Yes
F00006	BUNDLE - FLEET 3 ADVANCED WITH ZOLL	USD	\$411.34	Yes	Yes
F00007	BUNDLE - FLEET 3 ADVANCED WITH ZOLL 10YR	USD	\$352.98	Yes	Yes
F00012	BUNDLE - FLEET CRADLEPOINT R920 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
V00018	BUNDLE - FULL VR	USD	\$32.74	Yes	Yes
S00014	BUNDLE - JUSTICE BASIC	USD	\$112.44	Yes	Yes
S00015	BUNDLE - JUSTICE PREMIER	USD	\$155.14	Yes	Yes

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S00019	BUNDLE - JUSTICE PREMIER PLUS	USD	\$212.07	Yes	Yes
B00065	BUNDLE - LIGHTPOST	USD	\$329.38	Yes	Yes
B00066	BUNDLE - LIGHTPOST WITH TAP	USD	\$506.81	Yes	Yes
M00031	BUNDLE - OFFICER SAFETY PLAN 10	USD	\$298.90	Yes	Yes
M00032	BUNDLE - OFFICER SAFETY PLAN 10 10YR	USD	\$298.90	Yes	Yes
M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	USD	\$441.23	Yes	Yes
M00034	BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR	USD	\$441.23	Yes	Yes
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	USD	\$377.18	Yes	Yes
M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	USD	\$377.18	Yes	Yes
M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	USD	\$498.15	Yes	Yes
M00036	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	USD	\$498.15	Yes	Yes
M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	USD	\$412.76	Yes	Yes
M00044	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE 10YR	USD	\$412.76	Yes	Yes
M00025	BUNDLE - OFFICER SAFETY PLAN 7	USD	\$291.78	Yes	Yes
M00026	BUNDLE - OFFICER SAFETY PLAN 7 10YR	USD	\$291.78	Yes	Yes
M00027	BUNDLE - OFFICER SAFETY PLAN 7 PLUS	USD	\$434.11	Yes	Yes
M00028	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	USD	\$434.11	Yes	Yes
M00037	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE	USD	\$370.06	Yes	Yes
M00038	BUNDLE - OFFICER SAFETY PLAN 7 PLUS ISLE 10YR	USD	\$370.06	Yes	Yes
M00029	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM	USD	\$491.04	Yes	Yes
M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	USD	\$491.04	Yes	Yes
M00039	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM ISLE	USD	\$405.64	Yes	Yes
M00040	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM ISLE 10YR	USD	\$405.64	Yes	Yes
B00060	BUNDLE - OUTPOST	USD	\$278.72	Yes	Yes
B00061	BUNDLE - OUTPOST WITH TAP	USD	\$304.07	Yes	Yes
B00063	BUNDLE - OUTPOST WITH TAP 10YR	USD	\$304.07	Yes	Yes
C00026	BUNDLE - TASER 10 BASIC	USD	\$73.00	Yes	Yes
C00025	BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	USD	\$113.86	Yes	Yes
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	USD	\$142.33	Yes	Yes
C00023	BUNDLE - TASER 10 CERTIFICATION PRO 10YR	USD	\$142.33	Yes	Yes
C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	USD	\$85.40	Yes	Yes
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	USD	\$113.86	Yes	Yes
C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	USD	\$56.93	Yes	Yes
C00018	BUNDLE - TASER 7 CERTIFICATION	USD	\$112.44	Yes	Yes
C00019	BUNDLE - TASER 7 CERTIFICATION 10YR	USD	\$112.44	Yes	Yes
C00027	BUNDLE - TASER 7 CERTIFICATION ADD ON	USD	\$42.70	Yes	Yes
C00020	BUNDLE - TASER 7 CERTIFICATION WITH VR	USD	\$135.21	Yes	Yes
C00021	BUNDLE - TASER 7 CERTIFICATION WITH VR 10YR	USD	\$135.21	Yes	Yes
B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	USD	\$327.36	Yes	Yes
B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	USD	\$327.36	Yes	Yes
B00048	BUNDLE - UNLIMITED PLUS WITH VR	USD	\$362.94	Yes	Yes
B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	USD	\$362.94	Yes	Yes
B00058	BUNDLE - UNLIMITED PREMIUM ISLE WITH VR	USD	\$370.06	Yes	Yes
B00059	BUNDLE - UNLIMITED PREMIUM ISLE WITH VR 10YR	USD	\$370.06	Yes	Yes
B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	USD	\$419.88	Yes	Yes
B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	USD	\$419.87	Yes	Yes
V00010	BUNDLE - VR - CONTROLLER KIT T10	USD	BUNDLE PRICING	Yes	Yes
V00009	BUNDLE - VR - CONTROLLER KIT T7	USD	BUNDLE PRICING	Yes	Yes
V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	USD	\$58.50	Yes	Yes
V00008	BUNDLE - VR - HANDGUN CONTROLLER TAP 10YR	USD	\$77.03	Yes	Yes
V00012	BUNDLE - VR - TASER 10 ADD-ON BUNDLE	USD	\$32.74	Yes	Yes
V00014	BUNDLE - VR - TASER 10 ADD-ON BUNDLE WITH TAP	USD	\$32.74	Yes	Yes
V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	USD	\$32.74	Yes	Yes
V00013	BUNDLE - VR - TASER 7 ADD-ON BUNDLE WITH TAP	USD	\$32.74	Yes	Yes
V00005	BUNDLE - VR - TASER CONTROLLER TAP	USD	\$55.51	Yes	Yes
V00006	BUNDLE - VR - TASER CONTROLLER TAP 10YR	USD	\$72.59	Yes	Yes
V00019	BUNDLE - VR TASER SKILLS	USD	\$17.08	Yes	Yes
V00016	BUNDLE - VR TASER SKILLS	USD	\$17.08	Yes	Yes
V00017	BUNDLE - VR TASER SKILLS 10 YR	USD	\$17.08	Yes	Yes
999999	BUNDLE SCALER	USD	-		
102611	BUSINESS PROCESS AND WORKFLOW CONSULTATION	USD	\$36,500.00		
BWCUwTAP	BWC Unlimited with TAP	USD	\$135.21	Yes	Yes
BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	USD	\$130.94	Yes	Yes
103023	CARBYNE - ADAPTER - DB9 NULL MODEM M TO F 10 PACK	USD	\$38.47		
103007	CARBYNE - CONVERTER - SERIAL TO IP 1 PORT	USD	\$430.01		
103009	CARBYNE - CONVERTER - SERIAL TO IP 4 PORT	USD	\$904.79		

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103082	CARBYNE - DIGI CONNECTION KIT	USD	\$91.34		
103017	CARBYNE - DISPLAY - TV WALLBOARD 50 IN	USD	\$454.99		
103015	CARBYNE - GATEWAY - ANALOG VOIP FXS4 FXO4	USD	\$1,409.55		
103074	CARBYNE - GATEWAY - ON PREM E-SBC	USD	\$908.95		
103020	CARBYNE - KEYPAD - USB 32 KEY PROGRAMMABLE	USD	\$308.74		
103011	CARBYNE - KIT - HEADSET	USD	\$151.61		
103004	CARBYNE - KIT - SOUND TRIGGER MODULE	USD	\$1,326.29		
103025	CARBYNE - LAPTOP - WORKSTATION	USD	\$1,867.99		
103013	CARBYNE - MONITOR - 22 IN	USD	\$172.46		
103014	CARBYNE - MONITOR - 24 IN	USD	\$239.58		
103022	CARBYNE - PC - MICRO FORM FACTOR WITH KB MOUSE	USD	\$1,509.03		
103012	CARBYNE - PC - NUC	USD	\$1,480.70		
103024	CARBYNE - PC - SMALL FORM FACTOR WITH KB MOUSE	USD	\$1,379.73		
103021	CARBYNE - RACK - SHELF	USD	\$151.02		
103005	CARBYNE - SPEAKER - DESKTOP	USD	\$37.04		
103008	CARBYNE - SPLITTER - SERIAL RS232 1 TO 4	USD	\$117.99		
103006	CARBYNE - SPLITTER - SERIAL RS232 1 TO 8	USD	\$156.35		
103018	CARBYNE - SWITCH - 24 PORT GIGE POE HALF 2 SFP	USD	\$997.00		
103016	CARBYNE - SWITCH - 8 PORT GIGE POE HALF 2 SFP	USD	\$679.90		
102944	CARBYNE ADDITIONAL PSE TRIP	USD	\$5,000.00		
102896	CARBYNE ADMIN ASSIST	USD	\$996.32		Yes
102897	CARBYNE ADMIN ASSIST STANDALONE	USD	\$996.32		Yes
102888	CARBYNE AI-V INTEGRATION FEE	USD	\$5,000.00		
102901	CARBYNE APEX ADDITIONAL INSTALLED WORKSTATIONS RECURRING	USD	\$177.91		Yes
103055	CARBYNE APEX BACKUP LICENSE	USD	\$711.66		Yes
102908	CARBYNE APEX CONCURRENT LICENSE	USD	\$1,779.14		Yes
102945	CARBYNE APEX CONCURRENT LICENSE - NC	USD	\$1,321.64		Yes
102947	CARBYNE APEX CONCURRENT LICENSE (1-2) - TN	USD	\$1,941.81		Yes
102949	CARBYNE APEX CONCURRENT LICENSE (3-5) - TN	USD	\$711.66		Yes
102943	CARBYNE APEX CONCURRENT LICENSE (5+) - TN	USD	\$925.15		Yes
102956	CARBYNE APEX CONTINUITY CONFIGURATION FEE	USD	\$5,600.00		
102961	CARBYNE APEX CONTINUITY DATA EXPORT FEE PER EXPORT	USD	\$350.00		Yes
102950	CARBYNE APEX CONTINUITY LICENSE (ADDITIONAL LICENSES)	USD	\$405.64		Yes
102972	CARBYNE APEX CONTINUITY LICENSE (PACK OF 5 LICENSES)	USD	\$1,779.14		Yes
102979	CARBYNE APEX CONTINUITY ON DEMAND LICENSE (ADDITIONAL)	USD	\$2,049.57		Yes
102939	CARBYNE APEX CONTINUITY ON DEMAND LICENSE (ADDITIONAL)	USD	\$890.58		Yes
102971	CARBYNE APEX CONTINUITY ON DEMAND LICENSE (PACK OF 5)	USD	\$4,625.76		Yes
102955	CARBYNE APEX CONTINUITY SSO INTEGRATION	USD	\$1,750.00		
102882	CARBYNE APEX DEPLOYMENT ADDITIONAL PHYSICAL LOCATION	USD	\$10,000.00		
102885	CARBYNE APEX DEPLOYMENT PACKAGE - (11-19 LICENSES)	USD	\$65,000.00		
102879	CARBYNE APEX DEPLOYMENT PACKAGE - (1-4 LICENSES)	USD	\$55,000.00		
102880	CARBYNE APEX DEPLOYMENT PACKAGE - (20-34 LICENSES)	USD	\$85,000.00		
102881	CARBYNE APEX DEPLOYMENT PACKAGE - (35-49 LICENSES)	USD	\$95,000.00		
102884	CARBYNE APEX DEPLOYMENT PACKAGE - (50+ LICENSES)	USD	\$1,000.00		
102883	CARBYNE APEX DEPLOYMENT PACKAGE - (5-10 LICENSES)	USD	\$60,000.00		
102954	CARBYNE APEX DEPLOYMENT PACKAGE - PER WORKSTATION - NC	USD	\$23,101.00		
102969	CARBYNE APEX DEPLOYMENT PACKAGE - PER WORKSTATION - TN	USD	\$23,101.00		
103051	CARBYNE APEX PLATFORM FEE	USD	\$142,331.18		Yes
102951	CARBYNE APEX PRIMARY LICENSE	USD	\$1,423.31		Yes
102942	CARBYNE APEX WORKSTATION LICENSE	USD	\$1,138.65		Yes
103054	CARBYNE BASIC API DEVELOPMENT - CA	USD	\$10,000.00		
102959	CARBYNE BRIDGE DESK ESSENTIALS	USD	-		Yes
103039	CARBYNE BRIDGE DESK PLATFORM FEE	USD	\$74,723.87		Yes
102963	CARBYNE BRIDGE DESK PREMIUM CALL VOLUME	USD	\$426.99		Yes
102970	CARBYNE BRIDGE DESK PREMIUM DEPLOYMENT	USD	\$5,000.00		
102946	CARBYNE BRIDGE DESK PREMIUM PACKAGE	USD	\$1,280.98		Yes
102958	CARBYNE BRIDGE DESK PREMIUM PACKAGE - INCLUDES EVENT ASSIST	USD	\$640.50		Yes
102953	CARBYNE BRIDGE DESK PREMIUM PACKAGE (INCLUDES EVENT ASSIST)	USD	\$1,779.14		Yes
103053	CARBYNE CAMA INSTALL OVER 20 CONNECTIONS - CA	USD	\$15,000.00		
103048	CARBYNE CAMA INSTALL UNDER 20 CONNECTIONS - CA	USD	\$10,000.00		
102975	CARBYNE CITIZEN CONNECT	USD	\$320.25		Yes
102957	CARBYNE CITIZEN CONNECT DEPLOYMENT	USD	\$5,000.00		
103047	CARBYNE COMPLEX API DEVELOPMENT - CA	USD	\$40,000.00		
102965	CARBYNE CONNECT DEPLOYMENT	USD	\$5,000.00		
102985	CARBYNE CONNECT LICENSE (1000-4999)	USD	\$2.83		Yes
102983	CARBYNE CONNECT LICENSE (25000-49999)	USD	\$1.07		Yes

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
102988	CARBYNE CONNECT LICENSE (250-499)	USD	\$5.68		Yes
102978	CARBYNE CONNECT LICENSE (50000+ CUSTOM)	USD	\$0.85		Yes
102990	CARBYNE CONNECT LICENSE (5000-24999)	USD	\$1.41		Yes
102992	CARBYNE CONNECT LICENSE (500-999)	USD	\$4.26		Yes
103076	CARBYNE CONNECTIVITY SUBSCRIPTION (RECURRING)	USD	\$11,386.49		Yes
103077	CARBYNE CONNECTIVITY SUBSCRIPTION FOR HA BACKBONE--RECURRING	USD	\$14,233.12		Yes
102931	CARBYNE CONTROL CENTER ANALYTICS (11-19)	USD	\$1,067.48		Yes
102928	CARBYNE CONTROL CENTER ANALYTICS (1-4)	USD	\$355.83		Yes
102920	CARBYNE CONTROL CENTER ANALYTICS (20-34)	USD	\$1,779.14		Yes
102923	CARBYNE CONTROL CENTER ANALYTICS (35-49)	USD	\$2,490.80		Yes
102899	CARBYNE CONTROL CENTER ANALYTICS (5 - 10)	USD	\$711.66		Yes
102910	CARBYNE CONTROL CENTER ANALYTICS (50+ CUSTOM)	USD	\$56.93		Yes
102934	CARBYNE CONTROL CENTER SEAT MAP (11-19)	USD	\$1,067.48		Yes
102937	CARBYNE CONTROL CENTER SEAT MAP (1-4)	USD	\$355.83		Yes
102925	CARBYNE CONTROL CENTER SEAT MAP (20-34)	USD	\$1,779.14		Yes
102919	CARBYNE CONTROL CENTER SEAT MAP (35-49)	USD	\$2,490.80		Yes
102900	CARBYNE CONTROL CENTER SEAT MAP (5 - 10)	USD	\$711.66		Yes
102926	CARBYNE CONTROL CENTER SEAT MAP (50+ CUSTOM)	USD	\$56.93		Yes
102935	CARBYNE CONTROL CENTER VIDEO BOARD	USD	\$2,134.97		Yes
102964	CARBYNE CUSTOM INTEGRATION	USD	\$14,233.12		
102968	CARBYNE ECAAS DEPLOYMENT FEES	USD	\$50,000.00		
103046	CARBYNE ECAAS RECURRING FEES	USD	\$711.66		Yes
102927	CARBYNE EMERGENCY CALL TRIAGE	USD	\$249.08		Yes
102967	CARBYNE ESSENTIALS CUSTOMER SUCCESS SERVICES	USD	-		Yes
102941	CARBYNE ESSENTIALS TECHNICAL SERVICES	USD	-		Yes
102904	CARBYNE EVENT ASSIST - PER EVERY 12K CALLS PER YEAR	USD	\$213.50		Yes
102916	CARBYNE EVENT ASSIST WITH TRANSLATION & TRANSCRIPTION	USD	\$498.16		Yes
103056	CARBYNE GEOCOMM MAPS INTEGRATION	USD	\$5,645.00		
103061	CARBYNE GEOCOMM MAPS LICENSE	USD	\$293.20		Yes
103060	CARBYNE GEOCOMM MAPS REMOTE CONFIGURATION & TRAINING (0-50)	USD	\$8,853.00		
103059	CARBYNE GEOCOMM MAPS REMOTE CONFIGURATION & TRAINING (50+)	USD	\$17,463.00		
102889	CARBYNE INTEGRATION FEE	USD	\$5,000.00		
103043	CARBYNE INTERMEDIATE API DEVELOPMENT - CA	USD	\$20,000.00		
103083	CARBYNE JACKBOX	USD	\$466.70		
103044	CARBYNE LOCATION SERVICES	USD	\$426.99		Yes
103045	CARBYNE NEW AWS REGION - CLOUD SERVICES	USD	\$56,932.47		Yes
102987	CARBYNE NG 9-1-1 CPE SERVICES (101-300 BUSY HOUR CALLS) - CA	USD	\$4,625.76		Yes
102986	CARBYNE NG 9-1-1 CPE SERVICES (1451-3600 BUSY HOUR CALLS) CA	USD	\$19,072.38		Yes
102980	CARBYNE NG 9-1-1 CPE SERVICES (301-750 BUSY HOUR CALLS) - CA	USD	\$7,401.22		Yes
102976	CARBYNE NG 9-1-1 CPE SERVICES (3600+ BUSY HOUR CALLS) - CA	USD	\$27,754.58		Yes
102989	CARBYNE NG 9-1-1 CPE SERVICES (751-1450 BUSY HOUR CALLS) CA	USD	\$12,667.48		Yes
103050	CARBYNE NG9-1-1 CPE SUPPORT - CA	USD	\$190.00		
102966	CARBYNE NON-911 AT&T UNIVERSE DEPLOYMENT PACKAGE	USD	\$12,500.00		
102887	CARBYNE OPEN API	USD	\$2,500.00		
103049	CARBYNE PLATFORM DEPLOYMENT FEE	USD	\$70,000.00		
102915	CARBYNE POI CONNECT (RECURRING)	USD	\$11,386.49		
102895	CARBYNE POI CONNECT IMPLEMENTATION	USD	\$1,000.00		
102898	CARBYNE PREMIUM CUSTOMER SUCCESS SERVICES	USD	\$3,558.28		Yes
102892	CARBYNE PREMIUM CUSTOMER SUCCESS SERVICES (CUSTOM 50+ SEATS)	USD	\$71.17		Yes
102913	CARBYNE PREMIUM TECHNICAL SERVICES - (50+ CUSTOM)	USD	\$71.17		Yes
102906	CARBYNE PREMIUM TECHNICAL SERVICES - LARGE (20-34)	USD	\$2,134.97		Yes
102929	CARBYNE PREMIUM TECHNICAL SERVICES - MEDIUM (11-19)	USD	\$2,134.97		Yes
102930	CARBYNE PREMIUM TECHNICAL SERVICES - SMALL (5-10)	USD	\$1,067.48		Yes
102894	CARBYNE PREMIUM TECHNICAL SERVICES - XLARGE (35-49)	USD	\$3,558.28		Yes
102902	CARBYNE PREMIUM TECHNICAL SERVICES - XSMALL (1- 4)	USD	\$1,067.48		Yes
102886	CARBYNE PROFESSIONAL HOURLY RATE	USD	\$225.00		
102933	CARBYNE PROFESSIONAL SERVICES ONGOING MAINTENANCE & SUPPORT	USD	\$284.66		Yes
102903	CARBYNE RESPONDER CONNECT	USD	\$106.75		Yes
102974	CARBYNE RESPONDER CONNECT - NC	USD	\$74.72		Yes
103075	CARBYNE SIP TRUNKING SERVICES	USD	\$14,233.12		Yes
103057	CARBYNE SPECIAL CONSTRUCTION (ONE-TIME)	USD	\$100,000.00		
102912	CARBYNE TRAINING 1-DAY VIRTUAL	USD	\$1,000.00		
102936	CARBYNE TRAINING 1-WEEK ON-SITE	USD	\$9,000.00		
102922	CARBYNE TRAINING 3-DAY ON-SITE	USD	\$6,000.00		
102907	CARBYNE TRANSLATION & TRANSCRIPTION	USD	\$284.66		Yes
102948	CARBYNE TRAVEL FEES	USD	\$5,000.00		

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102909	CARBYNE UNIVERSE ADDITIONAL INSTALLED WORKSTATIONS RECURRING	USD	\$71.17		Yes
103040	CARBYNE UNIVERSE BACKUP LICENSE	USD	\$355.83		Yes
102918	CARBYNE UNIVERSE CONCURRENT LICENSE	USD	\$711.66		Yes
102940	CARBYNE UNIVERSE DEPLOYMENT ADDITIONAL PHYSICAL LOCATION	USD	\$5,000.00		
102932	CARBYNE UNIVERSE DEPLOYMENT ADDITIONAL PHYSICAL LOCATION	USD	\$5,000.00		
102952	CARBYNE UNIVERSE DEPLOYMENT PACKAGE	USD	\$20,000.00		
102911	CARBYNE UNIVERSE DEPLOYMENT PACKAGE - (50+ CUSTOM)	USD	\$500.00		
102924	CARBYNE UNIVERSE DEPLOYMENT PACKAGE - LARGE (20-34)	USD	\$18,500.00		
102914	CARBYNE UNIVERSE DEPLOYMENT PACKAGE - MEDIUM (11-19)	USD	\$12,500.00		
102917	CARBYNE UNIVERSE DEPLOYMENT PACKAGE - SMALL 5-10)	USD	\$7,500.00		
102893	CARBYNE UNIVERSE DEPLOYMENT PACKAGE - XLARGE (35-49)	USD	\$26,000.00		
102905	CARBYNE UNIVERSE DEPLOYMENT PACKAGE - XSMALL (1-4)	USD	\$6,000.00		
102977	CARBYNE UNIVERSE EVENT ASSIST (VOLUME TIER 1-10)	USD	\$156.56		Yes
102981	CARBYNE UNIVERSE EVENT ASSIST (VOLUME TIER 11-34)	USD	\$149.45		Yes
102982	CARBYNE UNIVERSE EVENT ASSIST (VOLUME TIER 35+)	USD	\$142.33		Yes
102973	CARBYNE UNIVERSE PACKAGE (VOLUME TIER 1-10)	USD	\$355.83		Yes
102984	CARBYNE UNIVERSE PACKAGE (VOLUME TIER 11-34)	USD	\$327.36		Yes
102991	CARBYNE UNIVERSE PACKAGE (VOLUME TIER 35+)	USD	\$298.90		Yes
103041	CARBYNE UNIVERSE PLATFORM FEE	USD	\$71,165.59		Yes
102962	CARBYNE UNIVERSE PRIMARY LICENSE	USD	\$711.66		Yes
101911	CMS COMPREHENSIVE ANNUAL MARC (POLE CAM) SERVICE 3-YR SUB	USD	\$6,859.29		
101913	CMS COMPREHENSIVE ANNUAL MARC (POLE CAM) SERVICE 5-YR SUB	USD	\$10,392.86		
101912	CMS COMPREHENSIVE ANNUAL TRAILER SERVICE 3-YR SUB	USD	\$34,204.50		
101914	CMS COMPREHENSIVE ANNUAL TRAILER SERVICE 5-YR SUB	USD	\$51,825.00		
101863	CMS-1000 SOLAR POWER CAMERA TRAILER NORTHERN STATES	USD	\$83,401.76		
101873	CMS-700 SOLAR POWER CAMERA TRAILER SOUTHERN STATES	USD	\$56,818.00		
100105	COMMUNITY LINK/PRO PSO SETUP	USD	\$3,600.00		
B00079	COMMUNITY SHIELD GOLD PLAN	USD	\$4,733,940.00	Yes	Yes
B00080	COMMUNITY SHIELD PLATINUM PLAN	USD	\$7,684,245.00	Yes	Yes
B00078	COMMUNITY SHIELD SILVER PLAN	USD	\$1,804,192.00	Yes	Yes
A00017	COMPLETE ROBOTICS BUNDLE	USD	\$1,176.07	Yes	Yes
BWCCore	Core BWC Bundle	USD	\$170.23	Yes	Yes
BWCCore10Y	Core BWC Bundle,10YR	USD	\$170.23	Yes	Yes
102438	COVERT HANDLE - EXTENDED WARRANTY	USD	\$12.81		Yes
CPSPRenewal	CPSP Renewal	USD	\$521.07	Yes	Yes
IBR1700DMKit	CRADLEPOINT IBR-1700 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
IBR1700Kit	CRADLEPOINT IBR-1700 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
R1900DMKit	CRADLEPOINT R1900 DUAL MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	USD	BUNDLE PRICING	Yes	Yes
CSPRenewal	CSP Renewal	USD	\$191.01	Yes	Yes
102033	Dedrone - RF-900	USD	\$15,000.00		
102120	DEDRONE BEYOND - OPTICAL SOFTWARE	USD	\$3,333.33		
A00024	DEDRONE BEYOND LONG RANGE ADD-ON	USD	BUNDLE PRICING	Yes	Yes
D00011	DEDRONE BEYOND LRR PLAN	USD	\$22,305.30	Yes	Yes
102351	DEDRONE DEFENDER II (USA W/ GPS JAMMING)	USD	\$75,000.00		
D00002	DEDRONE FIXED SITE BASIC RF PLUS CAM PLAN	USD	\$3,041.63	Yes	Yes
D00004	DEDRONE FIXED SITE MULTI PLAN	USD	\$13,180.40	Yes	Yes
D00001	DEDRONE FIXED SITE RF PLAN	USD	\$5,069.39	Yes	Yes
D00003	DEDRONE FIXED SITE RF PLUS CAM PLAN	USD	\$7,097.14	Yes	Yes
D00012	DEDRONE PORTABLE HARDWARE BUNDLE	USD	BUNDLE PRICING	Yes	Yes
D00013	DEDRONE PORTABLE PLAN	USD	\$2,534.69	Yes	Yes
D00008	DEDRONE RAPID RESPONSE BASE PLAN	USD	\$11,152.66	Yes	Yes
D00010	DEDRONE RAPID RESPONSE ELR PLAN	USD	\$33,457.95	Yes	Yes
D00009	DEDRONE RAPID RESPONSE ESR PLAN	USD	\$16,728.98	Yes	Yes
D00006	DEDRONE TACTICAL EXTENDED PLAN	USD	\$47,550.85	Yes	Yes
D00005	DEDRONE TACTICAL REMOTE PLAN	USD	\$3,041.63	Yes	Yes
D00007	DEDRONE TACTICAL STANDARD PLAN	USD	\$33,559.34	Yes	Yes
102118	DEDRONE Titan SOFTWARE LICENSE	USD	\$2,066.67		
102790	DEDRONEPORTABLE (TACTICAL) REMOTE BOX	USD	\$2,800.00		
102117	DEDRONETRACKER.AI CAMERA SOFTWARE	USD	\$833.33		
102116	DEDRONETRACKER.AI LONG RANGE SOFTWARE	USD	\$1,250.00		
102034	DedroneTracker.AI Software C2 Online	USD	\$1,250.00		
102114	DEDRONETRACKER.AI STANDARD RANGE SOFTWARE	USD	\$833.33		
T00005	DEVICE POOLING KIOSK TAP PLAN	USD	\$113.85	Yes	Yes
103084	DOCUMENT TEXT SEARCH BACKFILL	USD	\$1,000.00		
S00037	DOD AI ACQUISITON PLAN	USD	\$69.74	Yes	Yes

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102998	DRR ELECTRONICS TRAY K804 SERVER	USD	\$5,000.00		
103001	DRR MAST BOX OPTICAL/ESR	USD	\$8,000.00		
DynamicBundle	Dynamic Bundle	USD	BUNDLE PRICING	Yes	Yes
102368	ENHANCED HALT SUIT PADDING	USD	\$15.00		
100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	USD	\$1,200.00		
EntT7Repl	Enterprise TASER 7 Replacement Bundle	USD	\$99.63	Yes	Yes
B00096	FIXED CCTV STREAM PLAN	USD	\$14.23	Yes	Yes
B00097	FIXED CCTV WITH AI PLAN	USD	\$49.82	Yes	Yes
Fleet2U	Fleet 2 Unlimited	USD	\$212.07	Yes	Yes
Fleet2-TAP	Fleet 2 Without TAP	USD	\$133.79	Yes	Yes
Fleet3A	Fleet 3 Advanced	USD	\$340.17	Yes	Yes
Fleet3A10Yr	Fleet 3 Advanced 10 Year	USD	\$294.63	Yes	Yes
Fleet3ARe	Fleet 3 Advanced Renewal	USD	\$249.08	Yes	Yes
Fleet3B	Fleet 3 Basic	USD	\$219.19	Yes	Yes
Fleet3B+TAP	Fleet 3 Basic + TAP	USD	\$276.12	Yes	Yes
Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	USD	\$235.42	Yes	Yes
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	USD	\$183.61	Yes	Yes
Fleet3B10Yr	Fleet 3 Basic 10 Year	USD	\$199.83	Yes	Yes
Fleet3BRe	Fleet 3 Basic Renewal	USD	\$126.67	Yes	Yes
InteriorCam	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE	USD	\$32.74	Yes	Yes
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	USD	\$42.70	Yes	Yes
100191	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP TRUE UP	USD	\$13.98		Yes
72033	FLEET ANT, AIRGAIN, 3-IN-1 2WIFI, 1GNSS, INTERIOR	USD	\$75.00		
Flex2C	Flex 2 Camera Bundle	USD	\$1,441.03	Yes	Yes
Flex2MBD	Flex 2 Multi-Bay Dock Bundle	USD	\$2,801.03	Yes	Yes
Flex2SBD	Flex 2 Single-Bay Dock Bundle	USD	\$770.01	Yes	Yes
102440	FORM ONE	USD	\$28.47		Yes
B00070	FRONTLINE BASIC PLAN	USD	\$64.05	Yes	Yes
B00072	FRONTLINE ENTERPRISE PLAN	USD	\$120.98	Yes	Yes
B00073	FRONTLINE ENTERPRISE PLUS PLAN	USD	\$177.91	Yes	Yes
B00071	FRONTLINE STANDARD PLAN	USD	\$78.28	Yes	Yes
V00023	FULL VR PLAN	USD	\$34.16	Yes	Yes
103078	GCS BATTERY CHARGER KIT	USD	\$600.00		
A00033	GCS PLAN	USD	\$317.97	Yes	Yes
A00036	GCS STARTER PLAN	USD	\$9,749.69	Yes	Yes
A00037	GCS STARTER TAP PLAN	USD	\$461.15	Yes	Yes
101603	GEOTAB - TELEMATICS DONGLE - USA ATT	USD	\$110.00		
101604	GEOTAB - TELEMATICS DONGLE - USA VZW	USD	\$110.00		
101601	GEOTAB TELEMATICS SERVICE - 5 YR	USD	\$29.00		Yes
101753	GEOTAB TELEMATICS T-HARNESS	USD	\$40.00		
A00021	GROUND CONTROL SYSTEM BUNDLE	USD	\$300.99	Yes	Yes
102497	GROUNDLIGHT	USD	\$569.32		Yes
102710	INERT MAGAZINE (GEN 3)	USD	\$150.00		
IR1CB	Interview Room 1 Camera Essential (5 Rooms)	USD	\$2,019.68	Yes	Yes
IR1CA	Interview Room 1 Camera Standard (5 Rooms)	USD	\$2,275.88	Yes	Yes
IR2CB	Interview Room 2 Camera Essential (5 Rooms)	USD	\$2,532.07	Yes	Yes
IR2CA	Interview Room 2 Camera Standard (5 Rooms)	USD	\$2,930.60	Yes	Yes
S00031	JUSTICE PREMIER PLUS PLAN	USD	\$212.07	Yes	Yes
100746	LEXISNEXIS - DESK OFFICER REPORTING SYSTEM (DORS)	USD	-		Yes
100745	LEXISNEXIS - ECITATION	USD	\$12.00		Yes
100744	LEXISNEXIS - ECRASH	USD	-		Yes
100747	LEXISNEXIS - PROFESSIONAL SERVICES	USD	\$795.00		
102183	LIGHTPOST BUNDLE TRUE-UP	USD	\$281.56		Yes
B00087	LIGHTPOST EXTENSION PLAN	USD	\$200.69	Yes	Yes
B00084	LIGHTPOST PLAN	USD	\$385.72	Yes	Yes
B00103	LIGHTPOST PTZ PLAN	USD	\$261.89	Yes	Yes
B00104	LIGHTPOST PTZ TAP PLAN	USD	\$464.00	Yes	Yes
B00085	LIGHTPOST TAP PLAN	USD	\$593.52	Yes	Yes
B00086	LIGHTPOST UBICELL PLAN	USD	\$218.00	Yes	Yes
A00023	LOKI MKII BUNDLE	USD	\$205.03	Yes	Yes
A00035	LOKI MKII PLAN	USD	\$203.82	Yes	Yes
102595	MASTER INSTRUCTOR SCHOOL (5-DAY) (PER STUDENT)	USD	\$2,395.00		
102615	MASTER INSTRUCTOR SCHOOL AS A SERVICE (3-DAY - 10 STUDENTS)	USD	\$30,000.00		
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	USD	\$250.00		
101485	MATRIXPOINTE - MATRIXCIVIL	USD	\$100.00		Yes
101486	MATRIXPOINTE - MATRIXINVESTIGATOR	USD	\$100.00		Yes

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101487	MATRIXPOINTE - MATRIXPROSECUTOR	USD	\$110.00		Yes
101484	MATRIXPOINTE - MATRIXSTORAGE	USD	\$50.00		Yes
B00067	MISSION FIT PLAN	USD	\$98.21	Yes	Yes
B00068	MISSION FIT PRO PLAN	USD	\$140.91	Yes	Yes
B00069	MISSION FIT PRO PLUS PLAN	USD	\$155.14	Yes	Yes
102525	MOBILE DEVICE EXTRACTION VIEWER	USD	\$56.93		Yes
A00019	NARFI BUNDLE	USD	\$152.59	Yes	Yes
A00034	NARFI PLAN	USD	\$165.33	Yes	Yes
M00057	OFFICER SAFETY PLAN LAUNCH	USD	\$263.31	Yes	Yes
B00095	OFFICER SAFETY PLAN LAUNCH UNLIMITED (NO VR)	USD	BUNDLE PRICING	Yes	Yes
M00049	OFFICER SAFETY PLAN T10	USD	\$313.13	Yes	Yes
M00054	OFFICER SAFETY PLAN T10 ISLE PLUS	USD	\$426.99	Yes	Yes
M00055	OFFICER SAFETY PLAN T10 ISLE PREMIUM	USD	\$455.46	Yes	Yes
M00050	OFFICER SAFETY PLAN T10 PLUS	USD	\$469.69	Yes	Yes
M00051	OFFICER SAFETY PLAN T10 PREMIUM	USD	\$526.63	Yes	Yes
M00046	OFFICER SAFETY PLAN T7	USD	\$306.01	Yes	Yes
M00056	OFFICER SAFETY PLAN T7 10YR	USD	\$306.01	Yes	Yes
M00052	OFFICER SAFETY PLAN T7 ISLE PLUS	USD	\$419.88	Yes	Yes
M00053	OFFICER SAFETY PLAN T7 ISLE PREMIUM	USD	\$448.34	Yes	Yes
M00047	OFFICER SAFETY PLAN T7 PLUS	USD	\$462.58	Yes	Yes
M00048	OFFICER SAFETY PLAN T7 PREMIUM	USD	\$519.51	Yes	Yes
P00020	OSP ADVANTAGE PLAN (>550)	USD	\$410,000.00	Yes	Yes
P00002	OSP ADVANTAGE PLAN (0-40)	USD	\$55,000.00	Yes	Yes
P00014	OSP ADVANTAGE PLAN (101-549)	USD	\$330,000.00	Yes	Yes
P00008	OSP ADVANTAGE PLAN (41-100)	USD	\$70,000.00	Yes	Yes
P00019	OSP ESSENTIAL PLAN (>550)	USD	\$240,000.00	Yes	Yes
P00001	OSP ESSENTIAL PLAN (0-40)	USD	\$45,000.00	Yes	Yes
P00013	OSP ESSENTIAL PLAN (101-549)	USD	\$115,000.00	Yes	Yes
P00007	OSP ESSENTIAL PLAN (41-100)	USD	\$60,000.00	Yes	Yes
P00024	OSP PREMIUM ADVANTAGE PLAN (>550)	USD	\$820,000.00	Yes	Yes
P00006	OSP PREMIUM ADVANTAGE PLAN (0-40)	USD	\$140,000.00	Yes	Yes
P00018	OSP PREMIUM ADVANTAGE PLAN (101-549)	USD	\$670,000.00	Yes	Yes
P00012	OSP PREMIUM ADVANTAGE PLAN (41-100)	USD	\$170,000.00	Yes	Yes
P00023	OSP PREMIUM ESSENTIAL PLAN (>550)	USD	\$350,000.00	Yes	Yes
P00005	OSP PREMIUM ESSENTIAL PLAN (0-40)	USD	\$125,000.00	Yes	Yes
P00017	OSP PREMIUM ESSENTIAL PLAN (101-549)	USD	\$215,000.00	Yes	Yes
P00011	OSP PREMIUM ESSENTIAL PLAN (41-100)	USD	\$155,000.00	Yes	Yes
P00022	OSP+ ADVANTAGE PLAN (>550)	USD	\$780,000.00	Yes	Yes
P00004	OSP+ ADVANTAGE PLAN (0-40)	USD	\$120,000.00	Yes	Yes
P00016	OSP+ ADVANTAGE PLAN (101-549)	USD	\$645,000.00	Yes	Yes
P00010	OSP+ ADVANTAGE PLAN (41-100)	USD	\$145,000.00	Yes	Yes
P00021	OSP+ ESSENTIAL PLAN (>550)	USD	\$325,000.00	Yes	Yes
P00003	OSP+ ESSENTIAL PLAN (0-40)	USD	\$105,000.00	Yes	Yes
P00015	OSP+ ESSENTIAL PLAN (101-549)	USD	\$190,000.00	Yes	Yes
P00009	OSP+ ESSENTIAL PLAN (41-100)	USD	\$130,000.00	Yes	Yes
DFR002	OSP-DFR DOCK	USD	\$7,193.80	Yes	Yes
DFR003	OSP-DFR DOCK PRO	USD	\$42,812.21	Yes	Yes
DFR001	OSP-DFR PATROL	USD	\$1,943.08	Yes	Yes
B00031	OSP-UNLIMITED	USD	\$206.38	Yes	Yes
B00088	OSP-UNLIMITED (NO VR)	USD	\$220.61	Yes	Yes
B00032	OSP-UNLIMITED 10YR	USD	\$206.38	Yes	Yes
B00033	OSP-UNLIMITED PLUS	USD	BUNDLE PRICING	Yes	Yes
B00089	OSP-UNLIMITED PLUS (NO VR)	USD	\$391.41	Yes	Yes
B00034	OSP-UNLIMITED PLUS 10YR	USD	BUNDLE PRICING	Yes	Yes
B00052	OSP-UNLIMITED PLUS ISLE	USD	BUNDLE PRICING	Yes	Yes
B00093	OSP-UNLIMITED PLUS ISLE (NO VR)	USD	\$348.71	Yes	Yes
B00053	OSP-UNLIMITED PLUS ISLE 10YR	USD	BUNDLE PRICING	Yes	Yes
B00035	OSP-UNLIMITED PREMIUM	USD	BUNDLE PRICING	Yes	Yes
B00090	OSP-UNLIMITED PREMIUM (NO VR)	USD	\$448.34	Yes	Yes
B00036	OSP-UNLIMITED PREMIUM 10YR	USD	BUNDLE PRICING	Yes	Yes
B00054	OSP-UNLIMITED PREMIUM ISLE	USD	BUNDLE PRICING	Yes	Yes
B00094	OSP-UNLIMITED PREMIUM ISLE (NO VR)	USD	\$377.18	Yes	Yes
B00055	OSP-UNLIMITED PREMIUM ISLE 10YR	USD	BUNDLE PRICING	Yes	Yes
102182	OUTPOST BUNDLE TRUE-UP	USD	\$96.20		Yes
B00074	OUTPOST EXTENSION PLAN	USD	\$200.69	Yes	Yes
B00075	OUTPOST PLAN	USD	\$278.74	Yes	Yes

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103070	OUTPOST TAP BUNDLE TRUE-UP	USD	\$143.51		Yes
B00076	OUTPOST TAP PLAN	USD	\$303.19	Yes	Yes
B00077	OUTPOST TRAILER ONE CAMERA PLAN	USD	\$326.05	Yes	Yes
B00081	OUTPOST TRAILER ONE CAMERA TAP PLAN	USD	\$304.07	Yes	Yes
B00082	OUTPOST TRAILER TWO CAMERA PLAN	USD	\$652.10	Yes	Yes
B00083	OUTPOST TRAILER TWO CAMERA TAP PLAN	USD	\$608.12	Yes	Yes
A00026	PATROL BUNDLE	USD	\$232.51	Yes	Yes
101773	POLE CAMERA - MARC NORTH - PTZ AND 360 DEGREE CAMERAS AI	USD	\$16,071.43		
101772	POLE CAMERA - MARC SOUTH - PTZ AND 360 DEGREE CAMERAS	USD	\$14,785.71		
101859	POLE CAMERA - MARC WEST-BULLET	USD	\$8,285.71		
101858	POLE CAMERA - MARC WEST-FISH EYE	USD	\$7,142.86		
101857	POLE CAMERA - MARC WEST-PTZ	USD	\$11,285.71		
101905	POLICY CHAT	USD	\$14.23		Yes
A00027	PREMIUM PATROL BUNDLE	USD	\$762.16	Yes	Yes
A00039	PREMIUM PATROL PLAN	USD	\$747.52	Yes	Yes
A00018	PREMIUM ROBOTICS BUNDLE	USD	\$1,277.59	Yes	Yes
A00038	PREMIUM ROBOTICS PLAN	USD	\$1,383.93	Yes	Yes
102838	PREPARED ADAPTER DUALCOMM ETAP	USD	\$314.92		
102841	PREPARED ADAPTER NETWORK INTERFACE EXPANSION	USD	\$34.32		
102835	PREPARED ADAPTER SERIAL PORT EXPANSION	USD	\$35.96		
102839	PREPARED ADAPTER SERIAL SPLITTER D9 TO 2X DB-9	USD	\$25.99		
102871	PREPARED AI ASSISTIVE CALL TAKING	USD	\$8.54		Yes
102873	PREPARED AI ASSISTIVE DISPATCH	USD	\$21.35		Yes
102874	PREPARED AI AUTOMATED NON-EMERGENCY TRIAGE	USD	\$35.58		Yes
102872	PREPARED AI AUTOMATED QA	USD	\$17.08		Yes
102825	PREPARED ASSIST – PLUS	USD	\$616.76		Yes
102827	PREPARED ASSIST – PRO	USD	\$770.97		Yes
102826	PREPARED ASSIST TRAINING - ON SITE	USD	\$4,000.00		
102828	PREPARED ASSIST TRAINING - VIRTUAL	USD	\$2,000.00		
102822	PREPARED ASSISTIVE CALL TAKING (per 1,000 calls)	USD	\$298.90		Yes
102738	PREPARED ASSISTIVE CALL TAKING FOR OSP	USD	\$8.54		Yes
102829	PREPARED ASSISTIVE CALL-TAKING [LEGACY] (per 1,000 calls)	USD	\$1,209.82		Yes
102845	PREPARED ASSISTIVE DISPATCH - AIS LICENSE (OTHER)	USD	\$37,500.00		
102844	PREPARED ASSISTIVE DISPATCH - AIS LICENSE (VERINT/NICE)	USD	\$75,000.00		
102823	PREPARED ASSISTIVE DISPATCH (per 1,000 calls)	USD	\$782.82		Yes
102750	PREPARED AUDIO COLLECTOR HARDWARE	USD	\$2,400.00		
102739	PREPARED AUDIO COLLECTOR IMPLEMENTATION	USD	\$1,000.00		
102821	PREPARED AUTOMATED NON-EMERGENCY TRIAGE	USD	\$0.85		Yes
102817	PREPARED AUTOMATED NON-EMERGENCY TRIAGE IMPLEMENTATION	USD	\$1,000.00		
102820	PREPARED AUTOMATED QA (per 1,000 calls)	USD	\$498.16		Yes
102832	PREPARED CABLE DB-25M TO DB-9F	USD	\$31.73		
102840	PREPARED CABLE DB-9F TO DB-9F	USD	\$31.14		
102834	PREPARED CABLE RJ-12 TO DB-9F	USD	\$15.87		
102843	PREPARED CABLE RJ-45 TO DB-9F	USD	\$32.54		
102830	PREPARED CAD INTEGRATION	USD	\$20,000.00		
102831	PREPARED FORWARD DEPLOYED ENGINEER	USD	\$10,000.00		
102819	PREPARED ONSCENE	USD	\$426.99		Yes
S00039	PREPARED PLATFORM	USD	BUNDLE PRICING	Yes	Yes
S00041	PREPARED SUPPLEMENTAL PLAN	USD	BUNDLE PRICING	Yes	Yes
102833	PREPARED TEXT-TO-911	USD	\$0.07		Yes
102836	PREPARED TEXT-TO-911 IMPLEMENTATION	USD	\$4,750.00		
102878	PREPARED VOCODER DEVICE - 24 TALK GROUP	USD	\$2,300.00		
102870	PREPARED, USB 1.0A POWER SUPPLY	USD	\$4.25		
ProLicense	Pro License Bundle	USD	\$64.05	Yes	Yes
Pro+	Pro+ Bundle	USD	\$119.56	Yes	Yes
102616	PRODUCT SPECIFIC INSTRUCTOR CERT (2-DAY-10 STUDENTS)	USD	\$6,786.00		
102524	PSO 1-DAY ADD ON ONSITE TRAINING	USD	\$4,000.00		
102526	PSO 1-DAY ONSITE TRAINING	USD	\$8,000.00		
102533	PSO PROGRAM MANAGEMENT	USD	\$225.00		
102531	PSO VIRTUAL TRAINING	USD	\$2,500.00		
S00033	RECORDS BASIC PLAN	USD	\$64.05	Yes	Yes
102561	RECORDS INTEGRATION SERVICE	USD	\$250.00		
S00034	RECORDS PLUS PLAN	USD	\$92.52	Yes	Yes
S00030	RECORDS PRO PLAN	USD	\$183.61	Yes	Yes
102617	RESIDENT INSTRUCTOR -TASER 10 DEPLOYMENTS (10-DAY)	USD	\$30,000.00		
B00013	SECURITY GUARD BUNDLE - ENTERPRISE ECOM PROFESSIONAL PLUS	USD	\$176.49	Yes	Yes

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
100546	SHIPPING - 2 DAY	USD	\$18.00		
100544	SHIPPING - 3 DAY	USD	\$15.00		
100547	SHIPPING - GROUND	USD	-		
100545	SHIPPING - STANDARD OVERNIGHT	USD	\$25.00		
80507	SHIPPING FEE	USD	-		
101886	SIGNAL SENSOR	USD	\$299.00		
101887	SIGNAL SENSOR RETROFIT BRACKET	USD	\$4.99		
101035	SIGNAL SIDEARM - BRACKET - 1375 LH	USD	\$4.99		
101043	SIGNAL SIDEARM - BRACKET - 1375 RH	USD	\$4.99		
101049	SIGNAL SIDEARM - BRACKET - 1405	USD	\$2.50		
103031	SIGNAL SIDEARM BRACKET 1676 - LH	USD	\$4.99		
103030	SIGNAL SIDEARM BRACKET 1676 - RH	USD	\$4.99		
100925	SIGNAL SIDEARM, BRACKET 1225	USD	\$4.99		
100924	SIGNAL SIDEARM, BRACKET 1263-L	USD	\$4.99		
100923	SIGNAL SIDEARM, BRACKET 1263-R	USD	\$4.99		
100927	SIGNAL SIDEARM, BRACKET 1304-L	USD	\$4.99		
100926	SIGNAL SIDEARM, BRACKET 1304-R	USD	\$4.99		
A00020	SIGYN BUNDLE	USD	\$476.95	Yes	Yes
A00032	SIGYN PLAN	USD	\$516.66	Yes	Yes
102566	SKY HERO - EVIDENCE LICENSE - 1 DEVICE UNLIMITED STORAGE	USD	\$41.29		Yes
100424	SKYDIO - X10 KIT W/ BATT - 2.4/5 GHZ 5G LTE IR NA VT100L	USD	\$14,893.00		
100426	SKYDIO - X10 KIT W/ BATT - 2.4/5 GHZ 5G LTE VL NA VT100L	USD	\$14,893.00		
100427	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ IR NA V100L	USD	\$14,552.50		
100428	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ IR NA VT300L	USD	\$18,655.00		
100432	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ IR NA VT300Z	USD	\$19,317.50		
100439	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE IR NA V100L	USD	\$15,370.00		
100440	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE IR NA VT300L	USD	\$19,472.50		
100442	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE VL NA V100L	USD	\$15,370.00		
100443	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300L	USD	\$19,472.50		
100444	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300Z	USD	\$20,135.00		
100437	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ VL NA VT300L	USD	\$18,655.00		
100438	SKYDIO - X10 RDY KIT W/ BATT - 2.4/5 GHZ VL NA VT300Z	USD	\$19,317.50		
100422	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ IR NA V100	USD	\$14,075.50		
100413	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ IR NA VT300L	USD	\$18,178.00		
100414	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ IR NA VT300Z	USD	\$18,840.50		
100419	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE IR NA VT300Z	USD	\$19,658.00		
100420	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300L	USD	\$18,995.50		
100421	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ LTE VL NA VT300Z	USD	\$19,658.00		
100423	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ VL NA V100L	USD	\$14,075.50		
100415	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ VL NA VT300L	USD	\$18,178.00		
100417	SKYDIO - X10 ST KIT W/ BATT - 2.4/5 GHZ VL NA VT300Z	USD	\$18,840.50		
100710	SKYDIO DOCK BATTERY FOR X2	USD	\$499.00		
100708	SKYDIO DOCK LITE KIT - 2.4/5GHZ	USD	\$3,497.00		
101628	SKYDIO TORQUE TOOL 2MM, 28CNM	USD	\$80.00		
101731	SKYDIO X10 DATA TRANSFER ADD-ON 100 GB/MO 1YR	USD	\$72.91		Yes
12227	SKYDIO X2 ADMIN HARD CASE - 2 VEHICLES - 2 CONT	USD	\$749.00		
102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	USD	\$1,500.00		
T00004	SSR TAP PLAN	USD	\$12.17	Yes	Yes
T00003	SSR TAP PLAN OSP ADD-ON	USD	\$8.61	Yes	Yes
S00035	STANDARDS BASIC PLAN	USD	\$35.58	Yes	Yes
S00036	STANDARDS PLUS PLAN	USD	\$78.28	Yes	Yes
101927	STRATEGIC DEPLOYMENT CEW SALES PROGRAM MANAGER SUPPORT	USD	\$14,233.12		Yes
T7Dock	T7 Dock	USD	\$2,610.08	Yes	Yes
102683	TASER 10 - SAFARILAND HOLSTER - LH - BASKETWEAVE	USD	\$86.00		
102681	TASER 10 - SAFARILAND HOLSTER - RH - BASKETWEAVE	USD	\$86.00		
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	USD	BUNDLE PRICING	Yes	Yes
C00033	TASER 10 BASIC PLAN	USD	\$86.82	Yes	Yes
102191	TASER 10 BLADE-TECH HOLSTER - LH - TEK-MOUNT ON TEK-LOK	USD	\$90.00		
102190	TASER 10 BLADE-TECH HOLSTER - RH - TEK-MOUNT ON TEK-LOK	USD	\$90.00		
T10CK	TASER 10 Cartridge Kit	USD	BUNDLE PRICING	Yes	Yes
C00038	TASER 10 CERTIFICATION AADC PLAN	USD	\$126.67	Yes	Yes
C00037	TASER 10 CERTIFICATION PRO AADC PLAN	USD	\$149.45	Yes	Yes
C00031	TASER 10 CERTIFICATION PRO PLAN	USD	\$142.33	Yes	Yes
C00032	TASER 10 CERTIFICATION STANDARD PLAN	USD	\$119.56	Yes	Yes
C00039	TASER 10 FEDERAL AADC PLAN	USD	\$135.21	Yes	Yes
C00034	TASER 10 FEDERAL PLAN	USD	\$128.10	Yes	Yes

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
T10HWK	TASER 10 Hardware Kit	USD	BUNDLE PRICING	Yes	Yes
T10HWKS	TASER 10 Hardware Kit Spares	USD	BUNDLE PRICING	Yes	Yes
C00035	TASER 10 OFFICER ADD-ON PLAN	USD	\$119.56	Yes	Yes
101943	TASER 7 CARTRIDGE PROPULSION MODULE	USD	\$8.00		
C00044	TASER 7 CERTIFICATION WITH VR PLAN	USD	\$135.21	Yes	Yes
103068	TASER 7 HALT CARTRIDGE - CLOSE QUARTER - REDUCED LIFE	USD	\$25.00		
103065	TASER 7 HALT CARTRIDGE - STANDOFF - REDUCED LIFE	USD	\$25.00		
103066	TASER 7 LIVE CARTRIDGE - CLOSE QUARTERS (12-DEGREE)-REDU LIFE	USD	\$25.00		
103067	TASER 7 LIVE CARTRIDGE - STANDOFF (3.5-DEGREE) - REDUCED LIFE	USD	\$25.00		
C00036	TASER AADC ADD-ON PLAN	USD	\$21.35	Yes	Yes
102596	TASER CEW + VR INSTRUCTOR CERT & IMPLEMENTATION (3- DAY)	USD	\$16,000.00		
102597	TASER CEW + VR INSTRUCTOR CERT + VR IMPLEMENTATION (2-DAY)	USD	\$6,400.00		
102598	TASER CEW ADD-ON	USD	\$3,500.00		
102599	TASER CEW STARTER (UP TO 500 HANDLES)	USD	\$14,000.00		
102431	TASER CONSUMER INSTRUCTOR CERTIFICATION	USD	\$550.00		
102433	TASER COVERT - INSTRUCTOR CERTIFICATION - 5-STUDENTS	USD	\$2,900.00		
C00041	TASER COVERT ADD-ON PLAN	USD	\$105.33	Yes	Yes
C00040	TASER COVERT CERTIFICATION PLAN	USD	\$119.56	Yes	Yes
C00042	TASER COVERT CERTIFICATION PLUS AADC PLAN	USD	\$126.67	Yes	Yes
102463	TASER COVERT HANDLE - CLASS 2 - BLACK	USD	\$2,420.00		
103093	TASER COVERT HOLSTER - BLACKHAWK	USD	\$85.00		
102521	TASER COVERT HOLSTER - SAFARILAND	USD	\$70.00		
C00043	TASER COVERT PLUS AADC ADD-ON PLAN	USD	\$112.44	Yes	Yes
102600	TASER DRONE INSTRUCTOR CERT COURSE (2-DAYS) (1-STUDENT)	USD	\$1,995.00		
102601	TASER INSTRUCTOR SCHOOL (2-DAY) (PER STUDENT)	USD	\$895.00		
101888	TASER WEAPON FAMILIARISATION AND SAFE HANDLING	USD	\$5,940.00		
101029	TASERCON CONFERENCE REGISTRATION	USD	\$899.00		
101851	THIRD PARTY PROVIDED - ISP (MANAGED SERVICES)	USD	-		Yes
101850	THIRD PARTY PROVIDED - ISP INFRASTRUCTURE AND INSTALLATION	USD	-		Yes
100837	THIRD PARTY PROVIDED - SERVICES	USD	-		
100941	THIRD PARTY PROVIDED - SUBSCRIPTION	USD	-		Yes
11630	THIRD PARTY PROVIDED HARDWARE	USD	-		
100552	TRANSFER BALANCE - GOODS	USD	-		
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	USD	-		
101027	TRANSFER CREDIT - GOODS CEW	USD	-		
101266	TRANSFER CREDIT - SOFTWARE AND SERVICES - CEW	USD	-		
20433	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 1	USD	\$15.50		Yes
20434	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 2	USD	\$34.75		Yes
20340	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 1	USD	\$27.85		Yes
20341	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	USD	\$22.15		Yes
20342	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 3	USD	\$67.75		Yes
20343	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 4	USD	\$61.55		Yes
20347	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	USD	\$21.40		Yes
20348	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	USD	\$12.90		Yes
73352	TRUE UP - BWC HW FINANCE/TAP	USD	\$23.30		Yes
73843	TRUE UP - BWC UNL W/ TAP/MBD DOCK	USD	\$35.85		Yes
20505	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 1	USD	\$22.25		Yes
20506	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 2	USD	\$16.25		Yes
20507	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 3	USD	\$58.75		Yes
20508	TRUE UP - CORRECTIONS OFFICER SAFETY BUNDLE TRUE UP 4	USD	\$52.75		Yes
20525	TRUE UP - CORRECTIONS POST OFFICER SAFETY BUNDLE TRUE UP 1	USD	\$65.50		Yes
20526	TRUE UP - CORRECTIONS POST OFFICER SAFETY BUNDLE TRUE UP 2	USD	\$60.50		Yes
73932	TRUE UP - CORRECTIONS POST OFFICER SAFETY TRUE-UP PAYMENT	USD	\$231.25		Yes
73926	TRUE UP - CORRECTIONS POST OFFICER SAFETY TRUE-UP PAYMENT	USD	\$158.50		Yes
103096	TRUE UP - DEDRONE BEYOND LRR PLAN	USD	\$26,094.05		Yes
103097	TRUE UP - DEDRONE FIXED SITE BASIC RF PLUS CAM PLAN	USD	\$3,558.28		Yes
103098	TRUE UP - DEDRONE FIXED SITE MULTI PLAN	USD	\$15,419.21		Yes
103099	TRUE UP - DEDRONE FIXED SITE RF PLAN	USD	\$5,930.47		Yes
103103	TRUE UP - DEDRONE FIXED SITE RF PLUS CAM PLAN	USD	\$8,302.65		Yes
103101	TRUE UP - DEDRONE PORTABLE PLAN	USD	\$2,965.23		Yes
103104	TRUE UP - DEDRONE RAPID RESPONSE BASE PLAN	USD	\$13,047.03		Yes
103105	TRUE UP - DEDRONE RAPID RESPONSE ESR PLAN	USD	\$19,570.54		Yes
103100	TRUE UP - DEDRONE TACTICAL EXTENDED PLAN	USD	\$55,627.77		Yes
103102	TRUE UP - DEDRONE TACTICAL REMOTE PLAN	USD	\$3,558.28		Yes
103106	TRUE UP - DEDRONE TACTICAL STANDARD PLAN	USD	\$39,259.68		Yes
80179	TRUE UP - FLEET 2 TAP	USD	\$58.00		Yes

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
80477	TRUE UP - FLEET 3 ADVANCED RENEWAL WITH TAP	USD	\$51.24		Yes
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	USD	\$108.00		Yes
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	USD	\$78.00		Yes
80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	USD	\$115.75		Yes
100190	TRUE UP - FLEET 3 DUAL VIEW CAMERA ADD-ON	USD	\$8.36		Yes
100193	TRUE UP - FLEET 3 DV CAMERA ADD-ON BUNDLE	USD	\$16.55		Yes
100192	TRUE UP - FLEET 3 INTERIOR CAMERA ADD-ON	USD	\$7.00		Yes
80479	TRUE UP - FLEET 3 RENEWAL TRUE UP	USD	\$20.79		Yes
80478	TRUE UP - FLEET 3 RENEWAL WITH TAP	USD	\$53.21		Yes
73122	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION	USD	\$93.00		Yes
73125	TRUE UP - FLEET AXON 2 CAMERA FLEET SOLUTION WITH TAP	USD	\$136.75		Yes
50480	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 1 ROOM	USD	\$247.60		Yes
50481	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 2 ROOM	USD	\$384.15		Yes
50482	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 3 ROOM	USD	\$520.70		Yes
50483	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 4 ROOM	USD	\$657.25		Yes
50484	TRUE UP - INTERVIEW ROOM ADV BUNDLE 1 CAMERA 5 ROOM	USD	\$793.80		Yes
50485	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 1 ROOM	USD	\$268.30		Yes
50486	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 2 ROOM	USD	\$425.60		Yes
50487	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 3 ROOM	USD	\$582.90		Yes
50488	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 4 ROOM	USD	\$740.20		Yes
50489	TRUE UP - INTERVIEW ROOM ADV BUNDLE 2 CAMERA 5 ROOM	USD	\$897.50		Yes
50470	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 1 ROOM TRUE UP	USD	\$164.10		Yes
50471	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 2 ROOM TRUE UP	USD	\$275.70		Yes
50472	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 3 ROOM TRUE UP	USD	\$387.30		Yes
50473	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 4 ROOM TRUE UP	USD	\$498.90		Yes
50474	TRUE UP - INTERVIEW ROOM BUNDLE - 1 CAMERA 5 ROOM TRUE UP	USD	\$610.50		Yes
50475	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 1 ROOM TRUE UP	USD	\$184.85		Yes
50476	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 2 ROOM TRUE UP	USD	\$317.20		Yes
50477	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 3 ROOM TRUE UP	USD	\$449.55		Yes
50478	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 4 ROOM TRUE UP	USD	\$581.90		Yes
50479	TRUE UP - INTERVIEW ROOM BUNDLE - 2 CAMERA 5 ROOM TRUE UP	USD	\$714.20		Yes
103069	TRUE UP - LIGHTPOST W/TAP	USD	\$483.66		Yes
100838	TRUE UP - OFFICER SAFETY PLAN 10	USD	\$47.45		Yes
100843	TRUE UP - OFFICER SAFETY PLAN 10 10YR	USD	\$53.45		Yes
100841	TRUE UP - OFFICER SAFETY PLAN 10 PLUS	USD	\$44.15		Yes
100842	TRUE UP - OFFICER SAFETY PLAN 10 PLUS 10YR	USD	\$49.70		Yes
100839	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM	USD	\$45.75		Yes
100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	USD	\$51.55		Yes
73950	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP PAYMENT 2	USD	\$88.85		Yes
73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	USD	\$27.05		Yes
73977	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 2	USD	\$23.45		Yes
73942	TRUE UP - OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	USD	\$55.65		Yes
73983	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 1	USD	\$27.05		Yes
73984	TRUE UP - OFFICER SAFETY PLAN 7 TRUE UP 2	USD	\$21.40		Yes
103086	TRUE UP - OUTPOST TRAILER ONE CAMERA PLAN	USD	\$353.19		Yes
103085	TRUE UP - OUTPOST TRAILER ONE CAMERA TAP PLAN	USD	\$355.71		Yes
103087	TRUE UP - OUTPOST TRAILER TWO CAMERA PLAN	USD	\$706.40		Yes
103088	TRUE UP - OUTPOST TRAILER TWO CAMERA TAP PLAN	USD	\$711.41		Yes
20481	TRUE UP - SINGLE BAY DOCK TAP	USD	\$9.25		Yes
20279	TRUE UP - T7 CERT PLUS VR TRUE UP PAYMENT	USD	\$63.10		Yes
100844	TRUE UP - TASER 10 BASIC	USD	\$40.80		Yes
100845	TRUE UP - TASER 10 CERTIFICATION	USD	\$46.75		Yes
100846	TRUE UP - TASER 10 CERTIFICATION 10YR	USD	\$52.65		Yes
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	USD	\$48.55		Yes
100848	TRUE UP - TASER 10 CERTIFICATION W/VR 10 YR	USD	\$54.65		Yes
73632	TRUE UP - TASER 7 BASIC TRUE UP	USD	\$6.20		Yes
20268	TRUE UP - TASER 7 CERT 10 YEAR BUNDLE 6 YEAR TRUE UP	USD	\$55.65		Yes
20233	TRUE UP - TASER 7 CERTIFICATION PLAN ADD-ON TRUE UP PAYMENT	USD	\$12.65		Yes
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	USD	\$52.55		Yes
20212	TRUE UP - TASER 7 CQ BASIC TRUE-UP SKU	USD	\$33.25		Yes
20226	TRUE UP - TASER 7 CQ BUDGET TRUE-UP SKU	USD	\$38.40		Yes
20231	TRUE UP - TASER 7 CQ DOCK TRUE-UP SKU	USD	\$43.55		Yes
20283	TRUE UP - TASER 7 CQ DOCK YEAR 6-10 TRUE UP	USD	\$57.10		Yes
20466	TRUE UP - TASER CERTIFICATION 10 YEAR TRUE UP 1	USD	\$17.80		Yes
20568	TRUE UP - UNLIMITED + PREMIUM TRUE UP 1	USD	\$19.00		Yes
20569	TRUE UP - UNLIMITED + PREMIUM TRUE UP 2	USD	\$41.95		Yes

Product Code	Product Name	Price Currency	MAX END USER PRICE (26 Standard USD)	Sales Bundle	Subscription
100850	TRUE UP - UNLIMITED 10 PREMIUM	USD	\$1.85		Yes
100849	TRUE UP - UNLIMITED 10 PREMIUM 10YR	USD	\$2.08		Yes
20472	TRUE UP - UNLIMITED 7 + 10Y TRUE UP 1	USD	\$10.25		Yes
20470	TRUE UP - UNLIMITED 7 + TRUE UP 1	USD	\$15.50		Yes
20416	TRUE UP - UNLIMITED 7 PLUS 1	USD	\$18.75		Yes
20417	TRUE UP - UNLIMITED 7 PLUS 2	USD	\$18.75		Yes
20419	TRUE UP - UNLIMITED 7 PLUS 4	USD	\$21.10		Yes
20479	TRUE UP - UNLIMITED 7 TRUE UP 1	USD	\$15.75		Yes
73844	TRUE UP - UNLIMITED EVIDENCE.COM TAP BUNDLE YEAR 3	USD	\$12.25		Yes
101451	TRUE UP - VR TASER 7/TASER 10 ADD-ON BUNDLE	USD	\$4.21		Yes
101452	TRUE UP - VR TASER 7/TASER10 ADD-ON BUNDLE W/TAP	USD	\$7.25		Yes
102132	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)	USD	\$6,500.00		
UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	USD	\$85.40	Yes	Yes
B00100	UNLIMITED PLUS ISLE WITH VR PLAN	USD	\$348.71	Yes	Yes
B00098	UNLIMITED PLUS WITH VR PLAN	USD	\$391.41	Yes	Yes
B00101	UNLIMITED PREMIUM ISLE WITH VR PLAN	USD	\$377.18	Yes	Yes
B00099	UNLIMITED PREMIUM WITH VR PLAN	USD	\$448.34	Yes	Yes
V00025	UPGRADE 2025 TASER SKILLS TO FULL VR PLAN	USD	\$18.50	Yes	Yes
V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	USD	\$17.08	Yes	Yes
V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	USD	\$15.66	Yes	Yes
V00021	VR HARDWARE KIT	USD	BUNDLE PRICING	Yes	Yes
TapHeadset	VR Headset TAP Bundle	USD	\$56.09	Yes	Yes
TapHeadset10Y	VR Headset TAP Bundle, 10YR	USD	\$75.44	Yes	Yes
102603	VR IMPLEMENTATION (1-DAY) ADD-ON	USD	\$3,500.00		
102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	USD	\$12,000.00		
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	USD	\$3,500.00		
TapTablet	VR Tablet TAP Bundle	USD	\$31.31	Yes	Yes
TapTablet10Y	VR Tablet TAP Bundle, 10YR	USD	\$41.60	Yes	Yes
V00024	VR TASER SKILLS PLAN	USD	\$18.50	Yes	Yes
102608	VR UPGRADE SERVICE (NEW DEVICE IMPLEMENTATION) (1-DAY)	USD	\$3,000.00		
80506	WIRE TRANSFER FEE	USD	-		

Non-Binding Budgetary Estimate



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-794111-46091CA

Issued: 03/10/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 112724

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Lake City Police Dept.-FL 225 NW Main Blvd Lake City, FL 32055-3919 USA	Lake City Police Dept.-FL 205 N Marion Ave Lake City FL 32055-3918 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Phone: Email: Fax:

Quote Summary

Program Length	36 Months
TOTAL COST	\$48,602.92
ESTIMATED TOTAL W/ TAX	\$48,602.92

Discount Summary

Average Savings Per Year	\$0.03
TOTAL SAVINGS	\$0.08

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	\$48,602.92	\$0.00	\$48,602.92
Total	\$48,602.92	\$0.00	\$48,602.92

Quote Unbundled Price:	\$36,399.55
Quote List Price:	\$36,399.55
Quote Subtotal:	\$48,602.92

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 Hardware									
102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	1			\$59.00	\$59.00	\$59.00	\$0.00	\$59.00
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			\$265.00	\$265.00	\$265.00	\$0.00	\$265.00
101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1			\$295.00	\$295.00	\$295.00	\$0.00	\$295.00
101211	AXON AIR - SKYDIO SPEAKER FOR X10	1			\$320.00	\$320.00	\$320.00	\$0.00	\$320.00
102469	AXON AIR - SKYDIO R10 BATTERY	1			\$350.00	\$350.00	\$350.00	\$0.00	\$350.00
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1			\$370.00	\$370.00	\$370.00	\$0.00	\$370.00
102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	1			\$500.00	\$500.00	\$500.00	\$0.00	\$500.00
102691	AXON AIR - SKYDIO DROPPER FOR X10	1			\$950.00	\$950.00	\$950.00	\$0.00	\$950.00
102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1			\$20,700.00	\$20,700.00	\$20,700.00	\$0.00	\$20,700.00
A00030	AXON AIR R10 PATROL KIT BUNDLE	1	36		\$8,843.67	\$584.64	\$21,047.04	\$0.00	\$21,047.04
A la Carte Software									
101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	1	36		\$104.08	\$104.08	\$3,746.88	\$0.00	\$3,746.88
Total							\$48,602.92	\$0.00	\$48,602.92

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101211	AXON AIR - SKYDIO SPEAKER FOR X10	1	1	07/01/2026
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	07/01/2026
A la Carte	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1	1	07/01/2026
AXON AIR R10 PATROL KIT BUNDLE	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	1	1	08/01/2026
A la Carte	101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1	1	08/01/2026
A la Carte	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1	1	08/01/2026
A la Carte	102469	AXON AIR - SKYDIO R10 BATTERY	1	1	08/01/2026
A la Carte	102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	1	1	08/01/2026
A la Carte	102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	1	1	08/01/2026
A la Carte	102691	AXON AIR - SKYDIO DROPPER FOR X10	1	1	08/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR R10 PATROL KIT BUNDLE	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	08/01/2026	07/31/2029
AXON AIR R10 PATROL KIT BUNDLE	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	1	08/01/2026	07/31/2029
A la Carte	101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	1	08/01/2026	07/31/2029

Non-Binding Budgetary Estimate

Services

Bundle	Item	Description	QTY
AXON AIR R10 PATROL KIT BUNDLE	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	225 NW Main Blvd	Lake City	FL	32055-3919	USA

Payment Details

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101211	AXON AIR - SKYDIO SPEAKER FOR X10	1	\$320.00	\$0.00	\$320.00
Upfront	101212	AXON AIR - SKYDIO SPARE PROPELLERS FOR X10	1	\$295.00	\$0.00	\$295.00
Upfront	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$265.00	\$0.00	\$265.00
Upfront	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1	\$370.00	\$0.00	\$370.00
Upfront	101530	AXON AIR - SKYDIO DATA MANAGEMENT SUITE	1	\$3,746.88	\$0.00	\$3,746.88
Upfront	102469	AXON AIR - SKYDIO R10 BATTERY	1	\$350.00	\$0.00	\$350.00
Upfront	102472	AXON AIR - SKYDIO R10 SPARE PROPELLERS	1	\$59.00	\$0.00	\$59.00
Upfront	102494	AXON AIR - SKYDIO R10 SOLUTION REPLACEMENT	1	\$500.00	\$0.00	\$500.00
Upfront	102691	AXON AIR - SKYDIO DROPPER FOR X10	1	\$950.00	\$0.00	\$950.00
Upfront	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	1	\$20,700.00	\$0.00	\$20,700.00
Upfront	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	\$21,047.04	\$0.00	\$21,047.04
Total				\$48,602.92	\$0.00	\$48,602.92

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

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.

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.



File Attachments for Item:

7. City Council Resolution No. 2026-049 - A resolution of the City of Lake City, Florida, approving that certain amendment to the Traffic Signal and Maintenance Agreement with the State of Florida Department of Transportation for maintenance of certain traffic signals in the City of Lake City; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2026-049

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF CERTAIN TRAFFIC SIGNALS IN THE CITY OF LAKE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") and the State of Florida Department of Transportation (the "Agency") are parties to that certain Traffic Signal Maintenance and Compensation Agreement dated July 7, 2015 (the "Original Agreement"); and

WHEREAS, the Original Agreement has been routinely amended to adopt relevant and timely terms concerning maintenance and compensation; and

WHEREAS, the City and the Agency mutually desire to amend the terms of the Original Agreement to provide for new rates of reimbursement by the Agency to the City pursuant to that certain Amendment to the Traffic Signal Maintenance and Compensation Agreement in the form of the Exhibit attached hereto (the "Amendment"); and

WHEREAS, approving the Amendment obligating the City to maintain Agency traffic signals in the City and be reimbursed for same is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Amendment obligating the City to maintain Agency traffic signals in the City and be reimbursed for same is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind

the City to the terms of the Agreement; and

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24a
TRAFFIC OPERATIONS
04/23
Page 1 of 1

CONTRACT NO. ARV20
FINANCIAL PROJECT NO. 41352018809
F.E.I.D. NO. F596000352018
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Lake City, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Lake City, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: Distict Traffic Operations Engineer

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2027

CITY OF LAKE CITY																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at NW RIDGEWOOD DR.		\$6,063					\$429.00											\$6,492
SR10, (US90) at BROOKSIDE DR.		\$6,063																\$6,063
SR10, (US90) at REAL ROAD		\$6,063																\$6,063
SR10, (US90) at BASCOM NORRIS DRIVE		\$6,063																\$6,063
SR10, (US90) at SR247, BRANDFORD HWY.		\$6,063																\$6,063
SR10, (US90) at COMMERCE BLVD.		\$6,063																\$6,063
SR10, (US90) at SR93, (I-75) NB RAMP		\$6,063																\$6,063
SR10, (US90) at SR93, (I-75) SB RAMP		\$6,063																\$6,063
SR10, (US90) at HOLIDAY INN/FLA. GATEWAY		\$6,063					\$429.00											\$6,492
SR10, (US90) at NE COMMONS BLVD/FAITH RD. (PUBLIX)		\$6,063					\$429.00											\$6,492

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2027

CITY OF LAKE CITY																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at LAKE CITY MALL ENT.		\$6,063																\$6,063
SR10, (US90) DUVAL ST. at SR47/25A, (US441) MARION AVE.		\$6,063					\$429.00											\$6,492
SR10, (US90) DUVAL ST. at SW LAKE JEFFREY RD.(CR250/N.)		\$6,063					\$429.00											\$6,492
SR10, (US90) DUVAL ST. at SR25, (US41) MAIN BLVD.		\$6,063					\$429.00											\$6,492
SR10, (US90) DUVAL ST. at SE ERMINE ST.				\$828														\$828
SR10A, (US90A) BAYA DR. at SR25A, MARION AVE.		\$6,063																\$6,063
SR10A, (US90A) BAYA DR. at ERMINE ST.				\$828														\$828
SR10A, (US90A) BAYA DR. at EB LAKE MONTGOMERY ENT.									\$417									\$417
SR10A, (US90A) BAYA DR. at SR10, (US90) WEST		\$6,063																\$6,063
SR10A, (US90A) BAYA DR. at SR25, (US41) MAIN BLVD.		\$6,063																\$6,063

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2027

CITY OF LAKE CITY																			
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)	
SR10A, (US90A) BAYA DR. at ERMINE ST.		\$6,063																\$6,063	
SR10A, (US90A) BAYA DR. at MC FARLAND AVE.		\$6,063																\$6,063	
SR247 at SW REAL TERRACE									\$417									\$417	
SR25, (US41) MAIN BLVD. at MALONE ST./BASCOM NORRIS DR.		\$6,063																\$6,063	
SR25, (US41) MAIN BLVD. at ST. MARGARETS RD.	\$4,266																	\$4,266	
SR25, (US41) MAIN BLVD. at SR47		\$6,063																\$6,063	
SR25/100, (US41) MAIN BLVD. at NW LONG ST.		\$6,063																\$6,063	
SR25A, (US41) MAIN BLVD. at NW MADISON ST.		\$6,063																\$6,063	
SR25A/47, (US441) MARION AVE. at CR100A		\$6,063					\$429.00											\$6,492	
SR47 at SW BASCOM NORRIS DR.		\$6,063																\$6,063	
									Total Lump Sum Amount**									\$161,3	
																			256

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2027

* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$161,334.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

File Attachments for Item:

8. City Council Resolution No. 2026-051 - A resolution of the City of Lake City, Florida, approving that certain amendment to the agreement between the City and James Moore & Co., PL, a Florida Limited Liability Company, for outside auditing services for the fiscal years ending September 30, 2027, 2028, and 2029; making certain findings of fact in support of the City approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Renewal of Auditing Services

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Angie Taylor Moore	Date 4/1/2026
Recommended Action: Request approval to renew contract with James Moore & Co for fiscal years ending September 30, 2027, 2028, and 2029 for auditing services.		
Summary Explanation & Background: Initial agreement executed by Resolution 2018-009, then renewed by Resolution 2023-129. New engagements can be entered into for up to two additional three-year periods, at the option of both parties. Any such engagements will need to be evidenced by a new engagement letter.		
Alternatives: Not accept request for renewal of contract and proceed with solicitation.		
Source of Funds: Budgeted in: 001.05.519-030.32; 103.40.559-030.32; 110.50.522.030.32; 140.60.542-030.32; 410.70.536-030.32; 420.80.532-030.32		
Financial Impact: Funds for services will be budgeted for auditing expense.		
Exhibits Attached: FY27-29 Engagement Letter, FY27-29 CRA Engagement Letter		

RESOLUTION NO 2026-051

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND JAMES MOORE & CO., PL, A FLORIDA LIMITED LIABILITY COMPANY, FOR OUTSIDE AUDITING SERVICES FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2027, 2028, AND 2029; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") entered into an agreement with James Moore & Co., PL, a Florida limited liability company (the "Vendor") pursuant to City Council Resolution Number 2018-009 for outside auditing services for fiscal years ending September 30, 2018, 2019, and 2020 (the "Original Agreement"); and

WHEREAS, the City of Lake City ("City") renewed the Agreement pursuant to City Council Resolution Number 2020-067 for outside auditing services for fiscal years ending September 30, 2021, 2022, and 2023 (the "Renewal Agreement"); and

WHEREAS, the City of Lake City ("City") renewed the Agreement pursuant to City Council Resolution Number 2023-129 for outside auditing services for fiscal years ending September 30, 2024, 2025, and 2026 (the "Second Renewal Agreement"); and

WHEREAS, the Vendor has worked diligently on behalf of the City to audit the financial statements of the governmental activities, including the Community Redevelopment Agency (the "CRA"), the business-type activities, each major fund and the aggregate remaining fund of the City and the CRA (the "Services"); and

WHEREAS, the Vendor and the City mutually desire to continue that certain contract to provide annual auditing services by adopting the terms of the proposed contract with Vendor for fiscal years ending September 30, 2027, 2028, and 2029 in the form of the Composite Exhibit attached hereto applicable to the City and the CRA (the "Third Renewal Agreement"); and

WHEREAS, by engaging the Vendor to provide the Services is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services is in the public or community interest and for public welfare; and

-
2. In furtherance thereof, the Third Renewal Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Third Renewal Agreement; and
 5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Third Renewal Agreement; and
 6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

March 27, 2026

To the Honorable Mayor and City Commissioners Members,
City of Lake City, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lake City, Florida (the City) as of September 30, 2027, 2028 and 2029, and for the year(s) then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the year(s) ended September 30, 2027, 2028 and 2029. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if applicable)
2. General and nonmajor fund combining schedules
3. Schedule of net revenues and debt services coverage

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

We will provide copies of our reports to the City; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Improper revenue recognition is considered an inherent risk according to GAAS
- Management override of controls is considered an inherent risk according to GAAS
- Improper use of restricted resources is considered a risk due to the nature of the Entity's funding

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you,

regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal year(s) ended September 30, 2027, 2028 and 2029, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, Local Government Investment Policies

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures

selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: assistance with preparation of financial statements, schedule of expenditures of federal awards and state financial assistance, preparation of data collection form, assistance of fixed asset and depreciation schedules (if requested), assistance with year-end schedules and reconciliations to accounting general ledger system (as requested), assistance with lease and SBITA calculations, and assistance with preparation of annual financial report, and all other nonattest services we perform. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Angela Moore) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Brendan McKitrick is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Financial Statement Audit Fee</u>	<u>Single Audit Fee Per Major Program (if applicable)</u>	<u>CRA Audit</u>
2027	\$69,000	\$4,250	\$6,500
2028	\$72,000	\$4,500	\$7,000
2029	\$75,000	\$4,500	\$7,500

Additional Accounting Assistance

If requested, we will provide our assistance with year-end schedules, reconciliations to accounting general ledger system and implementation of GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (the Statements). Listed below is the requested assistance with year-end schedules and reconciliations to accounting general ledger system:

- Long term debt year-end entries - \$2,500
- Florida Retirement System (FRS) and GASB 68 journal entries for other pension plans - \$2,500
- Other post-employment benefits (OPEB) allocation and proposed entry - \$500
- Fixed asset and depreciation calculations - \$4,000
- Leases and Subscription-Based Technology Arrangements (SBITA) – \$5,000 (\$500 one time fee for each additional new agreement)
- Annual Financial Report (AFR) - \$1,500
- Annual Comprehensive Financial Report (ACFR) - \$5,000

All annual supporting lease schedules will be presented to you for approval. Should you desire to take over the responsibility for all future updates, we utilize a cloud-base software for which your account could be transferred to you for direct billing by the third-party software provider.

Other Matters

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2029, new engagements can be entered into for up to two additional three-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

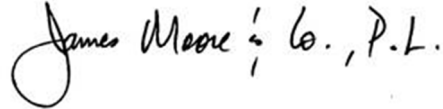
In the normal course of business, we use the services of third parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A, which is incorporated and made a part of this engagement letter by reference.

City of Lake City, Florida
March 27, 2026
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We appreciate the opportunity to be of service to the City of Lake City, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Lake City, Florida.

By _____

Title _____

Date _____

WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

Report on the Firm's System of Quality Control

April 23, 2024

To the Members of
James Moore & Co., P.L.
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Warren, Stone & Associates, LLC

Warren, Stone & Associates, LLC

**Attachment A James Moore and Co., P.L.
Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm", us and we) will provide services.

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.
5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services provided and/or terminate the engagement.

6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
7. **Electronic Data Communication** – In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We make reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. Disclosures –

- a. Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.
- b. Transcription, notetaking, Artificial Intelligence interpretation and recording technologies (collectively "Memorialization") may not be used for communications with JMCO without express written permission of JMCO. Use of such services may constitute disclosure as addressed above. If Memorialization takes place Client agrees (i) to provide the output from the memorialization to JMCO within one business day, (ii) that JMCO will have five business days to read, analyze and correct any Memorialization, (iii) not to rely on any Memorialization until after receipt of JMCO's communication addressing any corrections, and (iv) to compensate JMCO at JMCO's standard rates for time spent reading, analyzing and correcting Memorialization(s).

10. Tax Services – If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:

- a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
- b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service ("IRS"), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
- c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services ("SSTs") issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 ("Circular 230") along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
- d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
- e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
- f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
- g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
- h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
- i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.

- j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.
- k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.
- l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.
- m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.
- n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate engagement letter.
- o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.
- p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.
- q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.
- r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.

- s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.
- t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.
- u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.
- v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.
- w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.
- x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.
- y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.
- z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.

11. Force Majeure – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO’s choosing) of JMCO, (including JMCO’s principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys’ fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client’s employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct as described in 24 below, and (5) claims of Client current or former employees related to our work. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**
13. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.
14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm’s Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO’s internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO’s part to undertake a search of JMCO’s electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at JMCO.com/privacy-policy/
15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.

- 16. Brokerage Information** – From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.
- 17. Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
- 18. Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
- 19. Information Shared with Professional Service Affiliates** – JMCO's professional service affiliates include James Moore Advisory, LLC, which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO's professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
- 20. Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Columbia County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.
22. **Dispute Resolution** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months' salary of the employee to the non-hiring party.
24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.
25. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.
28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.
29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.
30. **Artificial Intelligence Tools** – To enhance the efficiency, accuracy, and insights we provide, we may utilize advanced algorithms often referred to as Artificial Intelligence (AI) tools and technologies in the delivery of our services to you. These AI tools are employed to assist our professional staff in various tasks, including but not limited to: (1) Data Analysis and Processing: AI can help us rapidly analyze large datasets, identify trends, and process information more efficiently, which can improve the speed and quality of our financial analysis and reporting. (2) Automating Routine Tasks: AI may be used to automate repetitive data entry, reconciliation, and other administrative tasks, allowing our team to focus on more complex analytical and advisory work. (3) Research and Compliance: AI tools can assist in researching complex tax laws, accounting standards, and regulatory requirements, helping us to maintain compliance and provide accurate advice. (4) Risk Assessment: AI may be used to identify potential anomalies or risks within your financial data, contributing to a more robust and proactive approach to risk management. As part of our use of AI tools we want to let you know that: (1) Human Oversight: The use of AI tools is always under the direct supervision and review of our qualified human professionals. AI is a tool to augment our expertise, not replace it. All decisions and final outputs will be made and reviewed by our professional staff. (2) Confidentiality and Data Security: We are committed to maintaining the confidentiality and security of your data. We will select and use AI tools that adhere to strict data privacy and security protocols. Your

confidential information will be handled in accordance with our firm's privacy policy and applicable regulations. (3) Limitations of AI: While powerful, AI tools have limitations. They are trained on existing data and may not always account for unique or unforeseen circumstances. Our professionals exercise critical judgment and professional skepticism when interpreting AI-generated insights. (4) Your Data: By engaging JMCO, you acknowledge and agree that, as part of our service delivery, your financial and other relevant data may be processed using AI tools. If you have any questions or concerns regarding our use of AI in providing services, please do not hesitate to discuss them with us.

- 31. Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

V090225

March 27, 2026

To the Honorable Mayor and City Commissioners Members,
City of Lake City, Florida:

You have requested that we audit the financial statements of the governmental activities and each major fund of Lake City Community Redevelopment Agency (the Entity) as of September 30, 2027, 2028 and 2029, and for the year(s) then ended, and the related notes to the financial statements, which collectively comprise the Entity's financial statements.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the

Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Reporting

We will issue a written report upon completion of our audit of the Entity's financial statements. Our report will be addressed to the governing body of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However,

providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, upon completion of our audit.

We will provide copies of our reports to the Entity; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Improper revenue recognition is considered an inherent risk according to GAAS
- Management override of controls is considered an inherent risk according to GAAS
- Improper use of restricted resources is considered a risk due to the nature of the Entity's funding

Our final communication of significant risks identified will take place upon completion of our audit.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
4. For taking prompt action when instances of noncompliance are identified;
5. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
6. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
7. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures such as records, documentation, and other matters;

- b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that the Entity expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
8. For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
 9. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 10. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 11. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 12. For informing us of any known or suspected fraud affecting the Entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
 13. For the accuracy and completeness of all information provided;
 14. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 15. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, if applicable, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the Entity's compliance for the fiscal year(s) ended September 30, 2027, 2028 and 2029, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*
- Sections 163.387(6) and (7), Florida Statutes, *Redevelopment Trust Fund*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the Entity complied in all material respects with the Statutes and performing other

procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the Entity complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the Entity's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the Entity complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the Entity's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the Entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination. You agree to provide these representations to us at the conclusion of the engagement.

Reporting

We will issue a written report upon completion of our examination of the Entity's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities. The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Angela Moore) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Entity with regard to different matters, but the Entity must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Brendan McKitrick is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>
2027	\$6,500
2028	\$7,000
2029	\$7,500

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Entity's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The Entity is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the Entity. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be renewed for additional periods at the option of both parties in conjunction with any renewals options per our primary engagement letter for the audit of the City of Lake City, Florida's financial statements. Any renewals will be evidenced by a new engagement letter. All other applicable terms and conditions of our primary engagement letter are hereby incorporated into this engagement. Should any terms conflict, the terms outlined in the primary engagement letter shall prevail.

It is acknowledged by both parties that the audit requirement for the CRA was established by Chapter 2019-163, Laws of Florida, which amended Section 163.387(8), Florida Statutes, to require an audit for all community redevelopment agencies with a total of revenues or expenditures in excess of \$100,000. Should this requirement not apply to the CRA in a given year, whether due to the financial activity of the CRA or an additional modification to the applicable statutes, the terms of this engagement letter shall not apply unless agreed upon by both parties.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews.

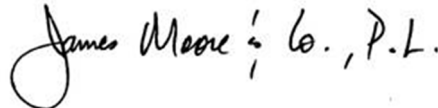
If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter hereby incorporates any overall engagement terms outlined in the primary engagement letter for the Entity audit that have not been addressed herein.

We appreciate the opportunity to be of service to the Entity and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Lake City, Florida.

By _____

Title _____

Date _____

File Attachments for Item:

9. City Council Resolution No. 2026-053 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and State of Florida Department of Management Services to participate in the Cybersecurity Grant Program and for administration of said grant; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
5/4/2026

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Request to accept grant funding for a cybersecurity product.

DEPT / OFFICE: Finance Department

Originator: Dakota Braun Grant Program Specialist		
City Manager Don Rosenthal	Department Director Angela Taylor-Moore	Date 04-09-2026
Recommended Action: Accept the grant agreement from the Florida Department of Management Services Digital Service Division.		
Summary Explanation & Background: The State of Florida Department of Management Services Local Government Cybersecurity Grant Program is a \$15 million grant designed to enhance cybersecurity resilience in local governments, with a priority focus on fiscally constrained rural areas of opportunity. Rather than issuing direct funding, the Florida Digital Service will procure cybersecurity solutions directly on behalf of awarded applicants. No payments will be made to grant recipients. The City of Lake City has been awarded a network-based asset discovery product at no cost.		
Alternatives: Procure the cybersecurity product directly.		
Source of Funds: State of Florida Department of Management Services Local Government Cybersecurity Grant Program		
Financial Impact: Cost savings of approximately \$44,177.09.		
Exhibits Attached: Grant Agreement from Florida Department of Management Services		

RESOLUTION NO 2026 - 053

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TO PARTICIPATE IN THE CYBERSECURITY GRANT PROGRAM AND FOR ADMINISTRATION OF SAID GRANT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Management Services (the “Department”), through the Florida Digital Service (the “FLDS”), has the authority, pursuant to Specific Appropriation 2708, of the Fiscal Year 2025-2026 General Appropriations Act (the “GAA”), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Department’s Cybersecurity Grant Program (the “Program”) is designed to enhance cybersecurity resilience in local governments, with a priority focus on fiscally constrained rural areas of opportunity; and

WHEREAS, rather than issuing direct funding, the Department will procure cybersecurity solutions directly on behalf of awarded applicants; and

WHEREAS, the City has been awarded a network-based asset discovery product at no cost (the “Awarded Assets”); and

WHEREAS, the Department and the City desire to enter into that certain contract to concerning administration of the Program, and delivery and implementation of the Awarded Assets by adopting the terms of the proposed contract with the Department in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, accepting the delivery and implementation of the Awarded Assets by adopting and executing the Agreement to govern administration of the Program is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the delivery and administration of the Awarded Assets by adopting and executing

the Agreement to govern administration of the Program is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



Ron DeSantis, Florida Governor
Tom Berger, Interim Secretary
Warren Sponholtz, Florida State Chief Information Officer

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-25/26-160
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
CITY OF LAKE CITY

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and City of Lake City (Grantee). The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Specific Appropriation 2708, Fiscal Year 2025-2026 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A – Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. “Agreement” means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. Attachment A – Solution Statement of Work
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C – Grantee Data Sharing Agreement(s) (“DSA”), if applicable

GRANT AGREEMENT

- a. Final Implementation Plan(s), if applicable
2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, “Business Day” means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).
2. Primary Contacts.
 - a. **Department’s Grant Manager** (see section 215.971, F.S.).

Brad Oswald, Enterprise Technology Coordinator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604

Email: CybersecurityGrants@digital.fl.gov

a. Grantee's Grant Manager

Dakota Braun, Grant Program Specialist
City of Lake City
205 N Marion Ave
Lake City, Florida 32055
Telephone: (386) 719-5794
Email: braund@lcfla.com

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2025-2026 Fiscal Year, which begins July 1, 2025, and expires on June 30, 2026.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

1. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/g1-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication NIST SP 800-88r2, "Guidelines for Media Sanitization" (2025). See <https://doi.org/10.6028/NIST.SP.800-88r2>.

A. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary

loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

A. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

1. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).
2. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

A. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as “agency” is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. Cybersecurity insurance limits and deductibles;
 - b. Information relating to critical infrastructure;
 - c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. Network schematics;
 - e. Hardware and software configurations; and
 - f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as “confidential” and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered “Confidential Information.” For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as “confidential” are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee’s responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as “confidential” in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys’ fees arising from or relating to the Grantee’s determination that the redacted portions of its records are Confidential Information, including all costs, including attorney’s fees, incurred regarding the entitlement or amount of such attorney’s fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked “confidential,” in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

1. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

B. Non-Discrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

C. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the

extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

- a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
- b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

1. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.
2. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
3. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
 - b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

A. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded

under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

1. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
2. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

B. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

C. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

1. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
2. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
3. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
4. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

A. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan before June 22, 2026, for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2025-2026 Fiscal Year, which begins July 1, 2025, and expires on June 30, 2026. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or
 - d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law

or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

1. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
2. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

A. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

B. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

1. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q, liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

A. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q of this Agreement.
2. Pursuant to Specific Appropriation 2708 and Section 211 of the 2025-2026 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

B. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

A. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

1. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Lake City:

By: _____
Name: _____
Title: _____
Date: _____

Department of Management Services:

By: _____
Name: _____
Title: _____
Date: _____

GRANT AGREEMENT

1. Scope of Work.

Pursuant to Specific Appropriation 2708 and Section 211, FY 25-26 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to develop and enhance their cybersecurity risk management programs.

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Network-Based Asset Discovery: [REDACTED] FS 119.0725(2)(d)2

Note: The Department made its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement before May 5, 2026.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] before June 2, 2026.

3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan by June 22, 2026.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the

GRANT AGREEMENT

Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

6. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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ATTACHMENT B
AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at the following address:
Cybersecuritygrants@digital.fl.gov

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant
State Awarding Agency: Florida Department of Management Services
Catalog of State Financial Assistance Title and Number: 72.016
Amount: \$ _____
2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-25/26-160 between the Grantee and the Department, entered in State Fiscal Year 2025-26.

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2025-2026 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

- A. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

I. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

II. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

III. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:

ATTACHMENT C
GRANTEE DATA SHARING AGREEMENT

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

I. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
 3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

II. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.
 - 1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 - 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 - 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 - 4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

ATTACHMENT C
GRANTEE DATA SHARING AGREEMENT

- A. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
 2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- B. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA.
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

C. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.

1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

I. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

ATTACHMENT C
GRANTEE DATA SHARING AGREEMENT

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Jamie Pelham
City of Lake City
205 N Marion Ave
Lake City, Florida 32055
Telephone: (386) 719-5810
Email: pelhamj@lcfla.com

Grantee's IT Coordinator:

Jason Dumas
City of Lake City
205 N Marion Ave
Lake City, Florida 32055
Telephone: (386) 719-5458
Email: dumasj@lcfla.com

- A. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

I. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

II. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2025)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” per section 282.3185, F.S.

Under Specific Appropriation 2708 and Section 211 of the 2025-2026 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

- A. **Incident Response Support.** As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and

preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

- B. Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

Exhibit A
Cybersecurity Incident Response Rider

I. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

II. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2025-2026 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.
- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

Exhibit B
Solution Rider

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

- A. **Grantee's Role and Responsibilities:** Grantee is responsible for:
- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
 - b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
 - c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
 - d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
 - e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
 - f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.
- B. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.
- C. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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File Attachments for Item:

10. City Council Resolution No. 2026-055 - A resolution of the City of Lake City, Florida, approving that certain amendment to the legal services agreement with Birchfield & Humphrey for legal services related to eminent domain proceedings arising from the City's enhancement of Sallie Mae Jerry Park; making certain findings of fact in support thereof; directing the City Manager to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2026-055

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH BIRCHFIELD & HUMPHREY FOR LEGAL SERVICES RELATED TO EMINENT DOMAIN PROCEEDINGS ARISING FROM THE CITY'S ENHANCEMENT OF SALLIE MAE JERRY PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

WHEREAS, the City has need of specialized legal services in the field of eminent domain law for purposes of perfecting an eminent domain taking of properties in furtherance of the City's enhancement of Sallie Mae Jerry Park (the "Project"); and

WHEREAS, the law firm of Birchfield & Humphrey (the "Vendor") specializes in the field of eminent domain law, and has consented to represent the City in furtherance of the Project; and

WHEREAS, by approval of Resolution 2024-062, the City selected and contracted with the law firm of Birchfield & Humphrey to provide eminent domain law services to the City since June 7, 2024 (the "Agreement"); and

WHEREAS, the City Council and the Vendor mutually desire to extend the Agreement for a term of two years to commence June 1, 2026 and end on May 31, 2028 with said term being governed by all of the same terms found in the Agreement (the "Amended Agreement"); and

WHEREAS, the City desires to and does accept the terms of Vendor's proposed Amended Agreement; and

WHEREAS, in furtherance of completing the Project, the Vendor and the City desire to enter into the Amended Agreement; and

WHEREAS, completing the Project by engaging the Vendor's services pursuant to the Amended Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Amended Agreement to complete the Project is in the public or community interest and for public welfare; and

-
2. In furtherance thereof, the Amended Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
 3. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Amended Agreement;
 4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 5. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



**BIRCHFIELD
&
HUMPHREY**

EMINENT DOMAIN & PROPERTY RIGHTS LAW FIRM

Bruce B. Humphrey
bhumphrey@birchfieldhumphrey.com

Lauren E. Howell
lhowell@birchfieldhumphrey.com

W.O. Birchfield
1935-2016

April 29, 2026

Don Rosenthal, City Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

RE: Continued Legal Representation for the
Enhancement of Sallie Mae Jerry Park

Dear Mr. Rosenthal,

We thank you for the continued opportunity to work with the City of Lake City (the "City"), its staff, and its consultants on eminent domain matters you refer to us.

We propose to extend our representation of the City in eminent domain matters for a term of two years. Said term shall commence on June 1, 2026, and end on May 31, 2028. Said representation shall be governed by all of the same terms as found in our previous representation agreement with the City dated June 7, 2024.

If the City finds this request for extension of representation acceptable, please sign in the space provided at the bottom of this letter, return the original to our firm, and retain a copy for your records. We look forward to continuing to assist the City in this matter.

Sincerely,

BIRCHFIELD & HUMPHREY

Bruce B. Humphrey, Esq.

Accepted

City of Lake City

By: Don Rosenthal
Its: City Manager

Dated: _____

BBH/hau
Cc: Clay Martin, Esq.

320 Town Plaza Ave. #120 | Ponte Vedra, FL 32081

Tel: (904) 396-6625 | Fax: (904) 396-6624

www.birchfieldhumphrey.com

File Attachments for Item:

11. City Council Ordinance No. 2026-2360 (final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 3/16/26

ORDINANCE NO. 2026-2360

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**
2 **TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED;**
3 **PURSUANT TO AN APPLICATION, CPA 26-02T, BY THE GROWTH**
4 **MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA,**
5 **UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS**
6 **163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED;**
7 **PROVIDING FOR AMENDING THE INTERGOVERNMENTAL**
8 **COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN BY ADDING**
9 **OBJECTIVE VII.9 ENTITLED JOINT PLANNING AREA AND INTERLOCAL**
10 **SERVICE BOUNDARY AGREEMENT TO THE INTERGOVERNMENTAL**
11 **COORDINATION ELEMENT; MAKING FINDINGS OF FACT IN SUPPORT**
12 **THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN**
13 **CONFLICT; PROVIDING AN EFFECTIVE DATE**

14 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
15 of Lake City, Florida, (the “City Council”) to prepare, adopt and implement a comprehensive plan;
16 and

17 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community
18 Planning Act, empowers and requires the City Council to prepare, adopt, and implement a
19 comprehensive plan; and

20 **WHEREAS**, an application for an amendment, as described below, has been filed with the city;
21 and

22 **WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the “Board”) has been
23 designated as the Local Planning Agency of the City of Lake City, Florida, (the “LPA”); and

24 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
25 Development Regulations, the Board, serving also as the LPA, held the required public hearing,
26 with public notice having been provided, on said application for an amendment, as described
27 below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all
28 comments received during said public hearing and recommended to the City Council approval of
29 said application for an amendment, as described below; and

30 **WHEREAS**, the City Council held the required public hearing, with public notice having been
31 provided, under the procedures established in Sections 163.3161 through 163.3248, Florida
32 Statutes, as amended, on said application for an amendment, as described below, and at said
33 public hearing, the City Council reviewed and considered all comments received during said

public hearing, including the recommendation of the Board, serving also as the LPA, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, to amend the text of the Comprehensive Plan, Objective 7.9 is hereby added to the Intergovernmental Coordination Element of the Comprehensive Plan to read, as follows:

**OBJECTIVE VII.9 JOINT PLANNING AREA AND INTERLOCAL SERVICE
BOUNDARY AGREEMENT**

The City of Lake City shall coordinate with Columbia County, Columbia County Board of County Commissioners as appropriate to establish a more comprehensive and integrated annexation process and create and adopt a Joint Planning Agreement establishing a Joint Planning Area.

Policy VII.9.1 A Municipal Service Area shall conform to the definition provided for “municipal service area” in Section 171.202(f), Florida Statutes (2025)s.

Policy VII.9.2 A Joint Planning Agreement establishing a Joint Planning Area shall conform with Section 171.204, Florida Statutes and Section 163.3171, Florida Statutes.

Policy VII.9.3 A development to be provided utility services by the City of Lake City shall annex into the City of Lake City as a condition of connecting to utility services provided by the City of Lake City:

a. prior to the time utilities services are provided if the development is contiguous to the present boundary of the City of Lake City or otherwise is in a Municipal Service Area subject to a Joint Planning Agreement as part of an Interlocal Boundary Service Agreement; or

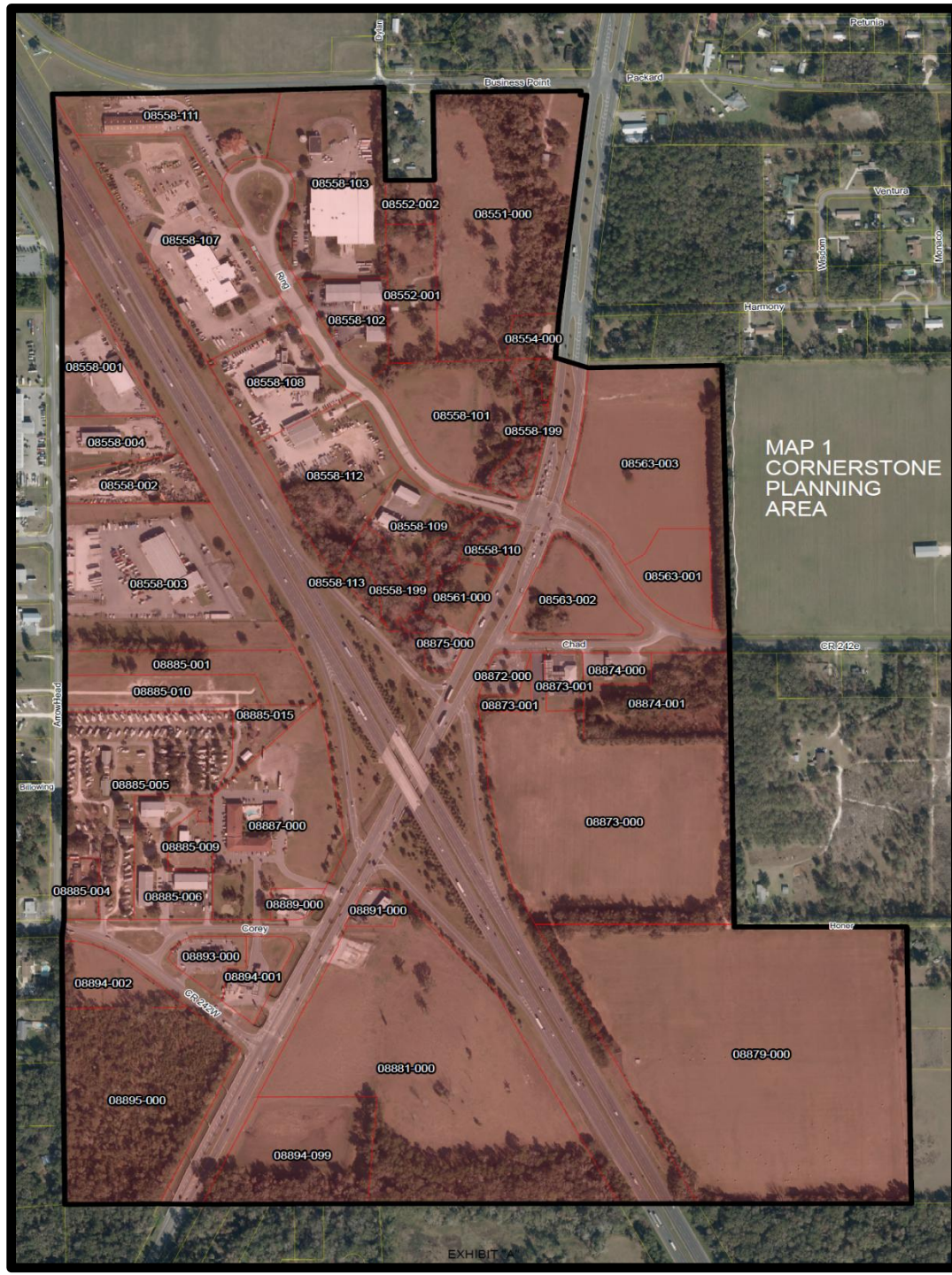
- b. after utilities services are provided if the development is not contiguous to the present boundary of the City of Lake City or is not otherwise in a Municipal Service Area subject to a Joint Planning Agreement as part of an Interlocal Boundary Service Agreement, provided the owner of the real property on which the development is situated executes an agreement with the City of Lake City that binds the present owner and such owners heirs, successors, and assigns committing to voluntarily annex such lands into the City of Lake City at the first such circumstance where such real property is eligible for annexation.

Policy VII.9.4 **Annexations under a Joint Planning Agreement and Interlocal Service Boundary Agreement require the following;**

- a. An accurate legal description of the land to be annexed.
- b. Shall be able to be provided public services as set forth in the Interlocal Boundary Service Agreement.
- c. Shall be consistent with the City's Comprehensive Plan.
- d. Shall be completely within the Joint Planning Area.

Policy VII.9.5 **Joint Planning Areas or Municipal Service Areas**

Pursuant to Chapter 171, Part II, Florida Statutes, Columbia County and the City of Lake City have established an Interlocal Service Boundary Agreement (ISBA), Cornerstone Joint Planning Area, effective on December 18, 2025. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to provisions established in the ISBA. This ISBA serves as the Joint Planning Agreement required by Section 171.204, Florida Statutes.



2. Severability. It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such

holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption. The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2026.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2360- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 26-02T, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN BY ADDING OBJECTIVE VII.9 ENTITLED JOINT PLANNING AREA AND INTERLOCAL SERVICE BOUNDARY AGREEMENT TO THE INTERGOVERNMENTAL COORDINATION ELEMENT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

12. City Council Ordinance No. 2026-2361 (final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending Policy I.1.2 of the Future Land Use element under Mixed Use by changing the minimum percentage of non-residential uses from 50 to 15, the maximum residential uses from 40 to 75, adding requirements to the open space areas and by changing the residential density limits from 10 to 40 dwelling units based on gross acreage of the overall residential portion of the proposed mixed use land use classification; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 3/16/26

ORDINANCE NO. 2026-2361

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 26-03T, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING POLICY I.1.2 OF THE FUTURE LAND USE ELEMENT UNDER MIXED USE BY CHANGING THE MINIMUM PERCENTAGE OF NON-RESIDENTIAL USES FROM 50 TO 15, THE MAXIMUM RESIDENTIAL USES FROM 40 TO 75, ADDING REQUIREMENTS TO THE OPEN SPACE AREAS AND BY CHANGING THE RESIDENTIAL DENSITY LIMITS FROM 10 TO 40 DWELLING UNITS BASED ON GROSS ACREAGE OF THE OVERALL RESIDENTIAL PORTION OF THE PROPOSED MIXED USE LAND USE CLASSIFICATION.; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the city; and

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida

Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, to amend the text of the Comprehensive Plan, Policy I.1.2 of the Future Land Use Element is hereby amended to read, as follows:

FUTURE LAND USE ELEMENT

Policy I.1.2 The land development regulations of the City shall be based on and be consistent with the following land use classifications and corresponding standards for densities and intensities and shall establish the following floor area ratio(s) to be applied to each classification of land use:

AGRICULTURAL

Agriculturally classified lands are lands which are predominately used for crop cultivation, livestock, specialty farms, silviculture and dwelling units. In addition, the processing, storage and sale of agricultural products and commodities which are not raised on the premises, riding or boarding stables, commercial kennels, veterinary clinics and animal shelters, group homes, child care centers, home occupations, private clubs and lodges, off-site signs, cemeteries and crematories, and other similar uses compatible with agricultural uses may be approved as special exceptions and be subject to an intensity of less than or equal to 1.0 floor area ratio.

Agricultural density shall be limited to less than or equal to 1 dwelling unit per 10 acres.

CONSERVATION

Lands classified as conservation use are lands devoted to the conservation of the unique natural functions within these lands.

Conservation uses shall be limited to public access, native vegetative community restoration, and residential and non-residential uses necessary to manage such conservation lands (i.e., ranger stations, research stations and park amenities).

PUBLIC

Lands classified as public consist of public buildings and grounds, other public facilities (including sewer facilities, solid waste facilities, drainage facilities and potable water facilities), public health facilities, and educational uses.

Public uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

RECREATION

Lands classified as recreation use consist of areas used for user based and resource based recreation uses.

Recreation uses shall be limited to an intensity of less than or equal to 0.25 floor area ratio.

RESIDENTIAL

Residential use classifications provide locations for dwelling units at low, moderate medium, and high density within the city as defined within this Comprehensive Plan. Public, charter, and private elementary and middle schools are permitted within low and moderate density residential land use classifications. Public, charter, and private elementary, middle schools and high schools are permitted in medium and high density residential land use classifications. In addition, churches and other houses of worship, golf courses, country clubs, racquet and tennis clubs, cemeteries and mausoleums, private clubs and lodges, home occupations, child care centers, group homes, commercial greenhouses and plant nurseries, and other similar uses compatible with residential uses may be approved as special exceptions and be subject to an intensity of less than or equal to 0.50 floor area ratio.

Where a lot, parcel or development is located within more than one residential density category the permitted density shall be

105 calculated separately for each portion of land within the separate
106 density categories.

107 Residential low density shall be limited to a density
108 of less than or equal to 2.0
109 dwelling units per acre.

110 Residential moderate density shall be limited to a density
111 of less than or equal to 4.0
112 dwelling units per acre.

113 Residential medium density shall be limited to a density
114 of less than or equal to 8.0
115 dwelling units per acre.

116 The medium density residential use classification can also provide
117 location for professional and business activities along arterial and
118 collector streets in transitional areas buffering residential
119 neighborhoods from intensive non-residential areas and such
120 activities shall be limited to an intensity of 1.0 floor area ratio.

121 Residential high density shall be limited to a density
122 of less than or equal to 20.0
123 dwelling units per acre.

124 COMMERCIAL

125 Lands classified as commercial use consist of areas used for the
126 sale, rental, and distribution of products or performance of
127 services, as well as public, charter and private elementary, middle
128 and high schools. In addition, off-site signs, churches and other
129 houses of worship, private clubs and lodges, residential dwelling
130 units, which existed within this category on the date of adoption
131 of this objective, and other similar uses compatible with
132 commercial uses may be approved as special exceptions and be
133 subject to an intensity of less than or equal to 0.25 floor area ratio
134 except within the (CG) Commercial, General, (CI) Commercial,
135 Intensive, (C-CBD) Commercial-Central Business District and (CHI)
136 Commercial, Highway Interchange districts being subject to an
137 intensity of less than or equal to 1.0 floor area ratio.

138 (CN) Commercial, Neighborhood uses shall be limited to an
139 intensity of less than or equal to 0.25 floor area ratio. (CG)
140 Commercial, General, (CI) Commercial, Intensive, (C-CBD)

Commercial-Central Business District and (CHI) Commercial, Highway Interchange districts shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

INDUSTRIAL

Lands classified as industrial consist of areas used for the manufacturing, assembly, processing, or storage of products, as well as public, charter and private schools teaching industrial arts curriculum. In addition, off site signs, truck stops and automobile service stations, and other similar uses compatible with industrial uses may be approved as special exceptions.

Industrial uses shall be limited to an intensity of less than or equal to 1.0 floor area ratio.

MIXED USE

The mixed use land use classification is appropriate in locations where central water and wastewater facilities are available or planned to be available and shall be along arterial or collector roads where adequate capacity is available to meet the impacts of the proposed development as defined in the Concurrency Management System.

The purpose of the mixed use land use classification is to allow for development of an integrated mix of uses and to provide for the expansion of the City's economic base, while providing for affordable workforce housing opportunities in close proximity to places of employment.

A mixed use land use classification shall be comprised of non-residential, residential and open space/conservation uses as follows:

USES	MINIMUM %	MAXIMUM %
Non-Residential	~~50~~ <u>15</u>	85
Residential	5	~~40~~ <u>75</u>
Open Space	10	<u>If development is under two (2) acres, then no open space is required. The space required for open</u>

space can be used for
residential or non-
residential if
development is under
two (2) acres.

The minimum and maximum percentages identified above shall be based on gross acreage of any proposed mixed use land use classification.

Non-Residential

Non-residential uses within the mixed use land use classifications may include the following; Light or Heavy Industrial, General Commercial, Office, Public Facilities or Infrastructure. Within the non-residential component of the Mixed Use land use classification, a minimum of fifty percent shall be industrial. Non-residential uses shall be limited to an intensity of no more than 1.0 floor area ratio.

Residential

Housing options may include single family detached and attached units to multi-family units. Residential density shall not exceed ~~ten~~ forty (40) dwelling units per acre based on gross acreage of the overall residential portion of the proposed mixed use land use classification. The clustering of residential units and housing types is permitted and desired in order to maximize open space and to make efficient use of infrastructure as long as the overall gross density of ~~ten~~ forty (40) dwelling units per acre is not exceeded.

Open Space

Open space may include wetlands, upland buffers, passive recreational or landscape areas or linear open space, which may include such features as walkways, bike paths, plazas or other similar amenities. At least ten percent of the required open space shall be uplands. One-half of the required upland open space shall be useable for residents and employees of said development.

Development Standards

-
- 211 Central potable water and wastewater utilities can be provided
212 by a public or private entity. Should central potable water and
213 wastewater utilities not be available to the site at the time of a
214 development permit being issued, then the development shall be
215 limited to densities that prevent degradation of groundwater
216 quality, as follows;
- 217 1. Non-residential uses are limited to those as specifically
218 listed as principal uses and structures within the Commercial
219 General and Industrial, Light and Warehousing zoning districts as
220 defined within the Land Development Regulations;
- 221 2. Residential density does not exceed an overall gross density
222 of two dwelling units per acre; and
- 223 3. The disposal of industrial, hazardous or toxic waste into
224 septic tanks is prohibited in accordance with Chapter 381, Florida
225 Statutes, as amended.
- 226 Where the installation, use and proper maintenance of
227 technologically advanced wastewater treatment or septic
228 systems are shown to be effective in maintaining groundwater
229 quality, higher intensities and densities may be permitted.
- 230 The mixed use land use classification shall not be allowed in areas
231 identified as environmentally sensitive area.
- 232 All development shall have access to paved roads. All internal
233 roads shall be paved to City standards. Primary ingress/egress
234 from the development area to external roadways shall be
235 required to be improved in accordance to City standards, and
236 centralized in order to minimize the number of access points to
237 external roadways.
- 238 Residential and non-residential portions of the development shall
239 be linked internal to the development by streets, sidewalks, and
240 in some cases by separate systems of pedestrian, bike and/or golf
241 cart paths.
- 242 All development shall comply with all other applicable
243 requirements of this Comprehensive Plan and the Land
244 Development Regulations.
- 245 2. Severability. It is the declared intent of the City Council that, if any section, sentence, clause,
246 phrase, or provision of this ordinance is for any reason held or declared to be

unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption. The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2026.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2361- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 26-03T, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING POLICY I.1.2 OF THE FUTURE LAND USE ELEMENT UNDER MIXED USE BY CHANGING THE MINIMUM PERCENTAGE OF NON-RESIDENTIAL USES FROM 50 TO 15, THE MAXIMUM RESIDENTIAL USES FROM 40 TO 75, ADDING REQUIREMENTS TO THE OPEN SPACE AREAS AND BY CHANGING THE RESIDENTIAL DENSITY LIMITS FROM 10 TO 40 DWELLING UNITS BASED ON GROSS ACREAGE OF THE OVERALL RESIDENTIAL PORTION OF THE PROPOSED MIXED USE LAND USE CLASSIFICATION.; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

13. City Council Resolution No. 2026-052 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and DSI Innovations, LLC, a North Carolina Limited Liability Company, for supervisory control and data acquisition (SCADA) services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Supervisory Control and Data Acquisition (SCADA) Services
(Piggyback - Orange County, FL)

DEPT / OFFICE: Water Treatment Plant

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Mike Osborn	Date 4/1/2026
Recommended Action: Approve a piggyback contract for the West Booster Pump Controls Upgrade.		
Summary Explanation & Background: Orange County, FL did RFP Y24-1021 for Supervisory Control and Data Acquisition (SCADA) Services. Contract was awarded to DSI Innovations and is in effect until October 31, 2029. The Water Treatment Plant is in need of updating the controls for the West Booster Pump Station. This is a budgeted project for FY2026. DSI Innovations has successfully completed numerous SCADA projects for the City therefore being very familiar with our existing infrastructure. DSI is able to procure required materials at a lower cost than the City can obtain independently. Given the significant increase in cybersecurity, timely update of our SCADA systems is essential.		
Alternatives: Decline to piggyback.		
Source of Funds: 410.72.536-060.64 (Budgeted line item for FY2026)		
Financial Impact: 181,000.00		
Exhibits Attached: Piggyback Contract (DSI Innovations), Exhibit A-Bid/Contract Documents, Exhibit C-Proposal		

RESOLUTION NO 2026-052

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND DSI INNOVATIONS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for supervisory control and data acquisition (“SCADA”) services (the “Services”); and

WHEREAS; Orange County, Florida a Florida government unit (“Orange County”), negotiated a contract with DSI Innovations, LLC, a North Carolina limited liability company (the “Vendor”) to supply the Services pursuant to Solicitation Number RFP Y24-1021-KC; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by Orange County; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with Orange County; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to provide the products and services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

-
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
 5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**DSI Innovations, LLC
42 High Tech Blvd.
Thomasville, NC 27360**

(the “Vendor”).

WITNESSETH:

WHEREAS, on **November 1, 2024 Orange County, Florida** (the “Original Procuring Government”) awarded **RFP Y24-1021-KC for Supervisory Control and Data Acquisition (SCADA) Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit "A" (the “Original Procurement Bid and Contract”); and

WHEREAS, the City needs a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; which is attached herein as Exhibit "C" and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

- ii. All special conditions of the Original Procurement Bid and Contract Documents;
- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;
- v. All addenda to the Original Procurement Bid and Contract Documents;
- vi. All insurance requirements are outlined in the original procurement bid and contract documents.
- vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
- viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement

documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **October 31, 2029**. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services, and Terms and Conditions.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

Pricing for goods and services shall be at the price applicable to Orange County, Florida at the time a quote is provided to the City for such goods and services."

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

The City and the Vendor agree to and do incorporate as material terms of this agreement the Terms and Conditions included on Pages 7 through 9 of Proposal Number QEL2503311.1, attached hereto as Exhibit "C".

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in §768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and

specifically, Contractor shall:

- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

DSI Innovations, LLC

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT
(SEE EXHIBIT A)

undefined

Y24-1021

ORANGE COUNTY UTILITIES - SUPERVISORY CONTROL AND DATA
ACQUISITION (SCADA) SERVICES

Orange County, Florida

400 E South Street

Orlando, FL 32801

RELEASE DATE: April 19, 2024

DEADLINE FOR QUESTIONS: May 8, 2024, 5:00 pm

RESPONSE DEADLINE: June 6, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/orangecountyfl>

Orange County, Florida
undefined
Orange County Utilities - Supervisory Control and Data Acquisition
(SCADA) Services

- I. Introduction.....
- II. Submittal Instructions.....
- III. Response (Submittal)

Attachments:

A - RFP #Y24-1021-KC

1. Introduction



1.1. Summary

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed responses for Orange County Utilities - Supervisory Control and Data Acquisition (SCADA) Services (Y24-1021)

Sealed offers for furnishing the above will be accepted up to 4:00 pm EST on Thursday, June 6, 2024.

-

NOTE: Respondents are required to submit responses electronically via the OpenGov e-Procurement Platform. Respondents shall not be permitted to hand-deliver, mail, telephone, fax or email offers.

Responses received after the submission deadline and/or transmitted outside of the designated OpenGov e-Procurement Platform shall be rejected.

1.2. Background

Orange County exercises the rights and privileges conveyed to it by the State of Florida, and the Orange County Charter. It presently operates with an elected chief executive officer, Orange County Mayor, and six elected district commissioners, who together comprise the Board of County Commissioners.

Procurement is an essential function of the County, affecting all operational departments, ongoing projects and future initiatives. The Procurement Division is divided into three (3) Sections, the "Buying Section", the "Purchasing Section" and the "Contracts Section".

The Orange County Procurement Division operates under the leadership of **Carrie Mathes, MPA, NIGP-CPP, CFCM, CPPO, CPPB** as Procurement Division Manager and Chief Procurement Official in accordance with the Orange County Ordinance.

1.3. Contact Information

Orange County Procurement Point of Contact

Kristen Collora

Contracting Agent

Email: kristen.collora@ocfl.net

Phone: [\(407\) 453-3085](tel:(407)453-3085)

Department:

Administrative Svcs., Procurement Division

1.4. Timeline

Release Project Date	April 19, 2024
Question Submission Deadline	May 8, 2024, 5:00pm
Submission Deadline	June 6, 2024, 4:00pm

2. Submittal Instructions

2.1. Important Instructions for Electronic Submittal

The County is ONLY accepting electronic submissions using the OpenGov Platform. Respondents shall create a FREE account with OpenGov by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit.

Note: Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers.

Responses received after the submission deadline and/or transmitted outside of the designated OpenGov e-Procurement Platform shall be rejected.

It is the respondent's responsibility to ensure they commence their upload efforts timely to meet the submission deadline. The County shall not be responsible for delays caused by any occurrence, including the respondent's network delays, bandwidth issues, internet outages, or technical difficulties.

2.2. Timely Questions Regarding this Solicitation - EMAIL REQUIRED

TAKE NOTE:

The question and answer module of OpenGovIS NOT being utilized for this solicitation.

Timely questions concerning this solicitation **shall be submitted via email to** kristen.collora@ocfl.net in accordance with the deadline for questions: Wednesday, May 8, 2024 **at 5:00 pm EST.**

Respondents are instructed not to contact the initiating division directly.

Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question period, before the applicable deadline. No oral interpretation of the meaning of the plans, specifications, or other Contract documents shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

Timely questions and answers will be addressed in an addenda to this solicitation. Beyond questions and answers, any and all modifications, clarifications, interpretations and supplemental instructions will also be in the form of a written addendum which, if issued, will be available for download. All addenda so issued shall become part of the Contract Documents and receipt shall be acknowledged as specified herein.

This provision exists solely for the convenience and administrative efficiency of Orange County. No respondent or other third party gains any rights by virtue of this provision or the application thereof, nor shall any respondent or third party have any standing to sue or cause of action arising there from.

2.3. OpenGov Technical Support

For Technical Support, respondent's can reach the OpenGov Service Desk:

Chat (preferred): Click the button in the lower right hand corner of the portal

Email: support@procurenow.com

Phone: 1 (855) 680-4747

Hours: Mon-Fri 8am - 8pm EST

3. Response (Submittal)

Respondent acknowledges that they are solely responsible for reviewing their submission to ensure all files and attached documents uploaded are uncorrupted. Failure to perform quality assurance on your submission may result in your offer being deemed non-responsive if key data is omitted or inaccessible.

All offers shall be submitted on the County's standard response forms as provided herein. Modification of the forms herein or submission on the respondent's quotation forms shall not be accepted and shall be deemed non-responsive.

3.1. Upload your Complete Response *

For upload items, electronic files must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Respondents will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches.

*Response required



ORANGE COUNTY, FLORIDA
PROCUREMENT DIVISION

Issue Date: April 19, 2024

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y24-1021-KC, ORANGE COUNTY UTILITIES –
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SERVICES
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

PROPOSAL SUBMISSION DUE DATE:

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, May 30, 2024**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

NOTICE TO PROPOSERS:

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Kristen Collora, Contracting Agent at Kristen.Collora@ocfl.net.

QUESTIONS:

All questions or concerns regarding this Request for Proposals shall be submitted by email to Kristen.Collora@ocfl.net, no later than **5:00 PM Wednesday, May 8, 2024** to the attention of Kristen Collora, Procurement Division, referencing the RFP number.

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- DRAFT CONTRACT

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>. Responses will be opened per the public meeting notice.

Offers by mail, hand-delivery, e-mail, telephone, or fax shall not be accepted. Proposals submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any offer. The submission deadline shall be scrupulously observed. It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may**

Section 1, General Terms and Conditions | Page 1

contact the Contracting Agent at any time during this process, including during the Black Out Period.

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

3. CONTRACT TERM

It is the intent of the County to enter into a five (5) year term contract for services as described herein.

4. MULTIPLE AWARD

The County reserves the right to make multiple awards based on the results of this RFP.

The County reserves the right and intent to make up to five awards to firms that are Siemens Solutions Partners, or firms that previously held a Siemens Solutions Partner status and still maintain staff trained in WinCC and S7-1500 platforms or currently have staff trained and certified in Siemens WinCC and S7-1500 platforms.

The County reserves the right and intent to make up to two awards to a Schneider Alliance Partner.

Thereafter, the County will consider award to SCADA Integrators.

5. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

6. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility

Section 1, General Terms and Conditions | Page 2

laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 (five hundred thousand dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (one hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

☒ Professional Liability- with a limit of not less than \$1,000,000 (one million dollars) per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
Risk Management Division
109 E. Church Street, Suite 200
Orlando, FL 32801

7. LAWS AND REGULATIONS

The Respondent's attention is directed to the fact that all applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having

jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

Respondents are hereby provided notice of the provisions of Section 287.05701, Florida Statutes

8. POST AWARD MEETING

Within **thirty (30)** days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

10. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

11. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

12. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

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13. SEALED PROPOSALS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>, prior to the submission deadline. Proposals will be opened and proposer names shall be disclosed per the public meeting notice.

14. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

15. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

16. SHORTLISTS, PROTESTS AND LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

Orange County Protest Procedures

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

17. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

18. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

19. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

20. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the

contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

21. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor shall obtain from its subcontractor(s) an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(5)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

22. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

23. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person

is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

24. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

25. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

26. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

27. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

28. PUBLIC RECORDS COMPLIANCE

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

PROCUREMENT PUBLIC RECORDS LIAISON
400 E. SOUTH STREET, 2ND FLOOR, ORLANDO, FL 32801
PROCUREMENTRECORDS@OCFL.NET, 407-836-5635

29. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

31. MISTAKES

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

32. CONTRACTUAL AGREEMENT

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

35. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

SECTION 2
SPECIFICATIONS / SCOPE OF SERVICES

SPECIFICATIONS / SCOPE OF SERVICES

The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system.

1. OVERVIEW

- A. Work is performed as a series of individual work authorizations.
- B. Each work authorization, initiated by the County, shall be defined cooperatively by the County and professional service provider.
- C. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical systems up to 480 volt, instrumentation, server, and network systems.
- D. These services include but are not limited to engineering, maintenance, repair, refurbishment, programming, construction, and replacement of SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI (Human-Machine Interface) software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, and remote terminal units (RTUs).
- E. The Contractor(s) shall furnish all parts, materials, equipment, approved subcontractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in the agreed upon scope of work provided with each work authorization. When furnishing parts and or materials it should be invoiced showing a mark-up or discount off the 3rd-party invoice costs or manufacturer list price.

2. SERVICE LEVELS

- A. The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, and 52 weeks per year.

The Contractor(s) shall respond on-site or via remote virtual private network (VPN) access for hardware or software issues within four (4) hours of being contacted by county staff to address emergency situations.

3. PERFORMANCE STANDARDS

The following lists major SCADA tasks the Contractor(s) shall perform:

- A. Provide engineering and technical services to smoothly integrate each project into the County's existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects.

- B. Provide design services for SCADA system architecture, communications networks, electrical power systems up to 480 volts, motor control systems, lighting, grounding, and process and instrumentation diagrams.
- C. Planning and integration of multiple independent SCADA systems best suited for the County.
- D. Design, maintain, install and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the County's Utility systems.
- E. Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.
- F. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all County SCADA systems.
- G. Provide all work in accordance with County Utilities Codes, existing standards, and preferences.
- H. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems.
- I. Design and implement server systems in support of the County SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and services such as Dynamic Host Configuration Protocol (DHCP) or Static IP Address.
- J. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
- K. Support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies.
- L. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

4. SERVICES – WATER PRODUCTION

A. Technical Competency Requirements - Water Production

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

- 1. Design of SCADA system architectures and creation of piping and instrumentation diagram (P&IDs) for process control systems.
- 2. Configuration and programming of PLCs specifically including the

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following:

- a. Modicon PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. iFIX and Proficy Historian
4. Industrial communication networks including the following:
 - a. Modbus and Modbus TCP (Transmission Control Protocol)
 - b. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL 508A label affixed on the panel specification build plate.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of /data/ networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
 - e. Valve actuators

3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - a. SCADA HMI /Historian / etc. (Et cetera).
 - b. DNS(Domain Name System)
 - c. DHCP (Dynamic Host Configuration Protocol)/STATIC
 - d. AD (Active Directory;) and domain controllers
 - e. Expertise with Microsoft Server OS.
2. Network Accessible Storage (NAS)
3. Virtualized server systems based on VMWare (virtual machine).
4. Network design and configuration including the following
 - a. Layer 2 and 3 Switches
 - b. Routers
 - c. Checkpoint firewall systems
 - d. High availability systems
 - e. Network management software

5. SERVICES - PUMPING/RECLAIM/SOLID WASTE

A. Technical Competency Requirements – Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (piping and instrumentation diagram) for process control systems.
2. Configuration and programming of PLCs (programmable logic controller) specifically including the following:
 - a. Siemens PLC (programmable logic controller) platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. Wincc Siemens and Process Historian
4. Industrial communication networks including the following:
 - a. Siemens Profibus (Process Field Bus) DP (Decentralized Periphery)/PA (Process Automation) and Profinet communications
 - b. DNP3 (Distributed Network Protocol) Ethernet communications
 - c. Sinaut (Siemens)
 - d. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL (Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL (Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required

8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related electrical and control systems up to 480 volts consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall provide expertise necessary to design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
 - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION)
 - HMI (Human-Machine Interface)
 - a. DNS (Domain Name System)
 - b. DHCP Dynamic Host Configuration Protocol) /STATIC
 - c. AD (Active Directory) and domain controllers
 - d. Expertise with Microsoft Server OS.

2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare. (Virtual Machine)
4. Network design and configuration including the following
 - a. Layer 2 and 3 Switches
 - b. Routers
 - c. Checkpoint firewall systems
 - i. High availability systems
 - ii. Network management software

6. SERVICES - WATER RECLAMATION

A. Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (Piping and Instrumentation Diagram) for process control systems.
2. Configuration and programming of PLCs specifically including the following:
 - a. Modicon PLC platforms
 - b. Allen-Bradley PLC platforms
 - c. Siemens PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. Wincc Siemens
 - b. iFIX and Proficy Historian
4. Industrial communication networks including the following:
 - a. Siemens Profibus DP (Decentralized Periphery) /PA (Process Automation) and Profinet communications
 - b. Modbus and Modbus TCP (Transmission Control Protocol)
 - c. DNP3 (Distributed Network Protocol Ethernet communications)
 - d. Sinaut (Siemens)
 - e. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL(Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL(Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.

2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (Unshielded Twisted Pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (Piping & Instrumentation Diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH, ORP, Cl, etc.
 - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - a. SCADA HMI (Human-Machine Interface)
 - b. DNS (Domain Name System)
 - c. DHCP (Dynamic Host Configuration Protocol) /STATIC
 - d. AD (Active Directory) and domain controllers
 - e. Expertise with Microsoft Server OS.
2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare (Virtual Machine)
 - a. Network design and configuration including the following
 - b. Layer 2 and 3 Switches
 - c. Routers
 - d. Checkpoint firewall systems
 - e. High availability systems
 - f. Network management software

7. BACKGROUND/SECURITY

A. SITE ADMINISTRATION

The Contractor(s) shall be responsible for all areas of the site used by them and by all subcontractors in the performance of the work. The Contractor(s) shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to County or others. The Contractor(s) shall have the right to exclude from the site all persons who have no purpose related to the work or its inspection, and may require all persons on the site (except County's employees) to observe the same regulations as Contractor requires of its employees.

B. SECURITY

The Contractor(s) shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals, and other unauthorized persons.

C. BACKGROUND CHECKS

1. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The point of contact for completed background checks is Orville Watson, Safety Administrator, Orange County Utilities Department.
2. All costs for background investigations shall be the Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
3. Background checks and additional security requirements are addressed and detailed in the Scope of Service, under Section D, below. The Contractor is responsible for reading, understanding, and the application of all contract terms.

D. SECURITY AND IDENTIFICATION

1. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

2. Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results. Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.
3. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
4. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the County's Representative.
5. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
6. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
7. The Contractor shall not use employees of any temporary employment agency to supplement his workforce in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
8. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
9. The Contractor shall ensure all employees prominently wear the ID badge on the front of his/her uniform at all times while on County premises.
10. Access to a site must be coordinated through the County's Representative.

SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the submission forms contained in this solicitation **shall only be made upon receipt of prior written consent of the County, such consent must be requested during the question and answer period.**

Respondents are cautioned, when completing your offer, do not attach any forms which may contain deviations from the County's submission format and structure. Unauthorized modifications or alterations shall result in your offer being deemed non-responsive.

STATEMENT OF NO-PROPOSAL

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Kristen.Collora@ocfl.net, referencing the RFP number, and briefly explain why the decision was made to not participate.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

SUBMITTAL REQUIREMENTS

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

TAB 1. QUALIFICATIONS OF STAFF

- A. Provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training, certifications and education in the required services.
- B. Identify all project managers intended to provide oversight of this contract. Project managers shall be the main point of contact for all deliverables and projects.
- C. Provide documentation demonstrating all individual staff manufacturer certifications for equipment specified in the scope of services.
- D. Identify staff experience working with governmental entities and list projects with configuration and programming of PLC'S (Programmable Logic Controller) and HMI (Human-Machine Interface) systems specifically listed under the Technical Competency Requirements in the Scope of Services.

TAB 2. QUALIFICATIONS OF FIRM

- A. Provide an overview of the firm. Include the length of time in business and a detailed summary of experience in the design, maintenance, installation and programming of remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of Utility systems for PLC'S (Programmable Logic Controller) and HMI (Human-Machine Interface) systems specifically listed under the Technical Competency Requirements in the Scope of Services.
- B. List at least five (5) references, with a minimum of two (2) from governmental entity experience, for which the proposer has performed work similar in scope and magnitude including the client name, contact name, address, email address, telephone number and date of the contract.

- C. Provide documentation demonstrating the closest office location. Location shall support a 4-hour response time to Orange County, Florida based on Google Maps, Mapquest, Bing or other online mapping application.
- D. Provide documentation demonstrating the firm's manufacturer certifications related to equipment in the scope of services and status as a manufacturer service partner. Specifically indicate if the firm is a Siemens Solutions Partner or a Schneider Alliance Partner or both.

TAB 3. TECHNICAL APPROACH

- A. Provide a brief description of the proposer's project management approach, task management tools and reporting.
- B. Provide a description of the proposer's approach to properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization.
- C. Provide a description of the proposer's training and quality assurance program.
- D. Provide a copy of the proposer's safety and operational plan.
- E. Provide a description of the proposer's approach to providing critical troubleshooting and identifying the correct parts, materials, equipment and resources to efficiently resolve problems, restore connections, and maintain network connectivity of all County Supervisory Control and Data (SCADA) systems.
- F. Confirm the proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.

TAB 4. FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

TAB 5. ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A. **Proposal Cover Page** shall be completed and submitted with your proposal.
- B. **Current W9** shall be completed and submitted with your proposal.
- C. **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D. **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.

- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit.

TAB 7. BUSINESS DEVELOPMENT DOCUMENTATION

- A. **Equal Opportunity Workforce Schedule** shall be completed and submitted with your proposal in order to receive credit.
- B. **Schedule of Subcontracting M/WBE Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- C. **Schedule of Subcontracting SDV Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- D. **Dislocated Worker Proposed Hiring Information** shall be completed and submitted with your proposal in order to receive credit.

Section 3, Proposal Submission Requirements and Documentation | Page 3

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 24% of the contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 18% minority and 6% women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
 - For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The awarded prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:
 - 1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-contractors.

Note: The County reserves the right to verify that all sub-consultants are being paid within 72 hours of the County's remittance to the prime contractor.

2. File copies of all executed subconsultant agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
3. The awarded prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
4. The sub-consultant agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-consultant agreement).
5. The prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of the project indicating final report. Failure of the M/WBE to comply with the submittal of the payment verification forms of the Prime Consultant could negatively affect their re-certification.
6. All sub-consultant agreements shall include the following statement: "It is the M/WBE's responsibility to submit the required quarterly M/WBE utilization reports to the prime and final M/WBE Payment Verification Form to the Business Development Division denoting the percentage of the overall contract fees" .

The M/WBE's failure to submit the required documents could negatively impact their M/WBE recertification.

7. Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Consultant shall not terminate this Subconsultant Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Consultant amend this Subconsultant Agreement, or reduce the Scope of Work or monetary value awarded under this

Subconsultant Agreement, without prior written authorization of the Orange County Business Development Manager.

8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-consultants for the full duration of the contract. All sub-consultant agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime's contract with the County.
9. The prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The County may at its discretion require copies of sub-contracts/Purchase Orders for non-M/WBE's listed on the Schedule of Sub-contracting- M/WBE Participation form and/or utilized on the project however if this option is not exercised the awarded proposer shall provide a list of all non-M/WBE sub-consultants certifying that a prompt payment clause has been included in that contract or Purchase Order.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the Schedule of Subcontracting - M/WBE Participation Form with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

BONUS POINTS FOR HIRING OF DISLOCATED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire dislocated workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of dislocated workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-7317 to assist with meeting this requirement.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of ten (10) points.

- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used.
- E. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- F. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **Schedule of Subcontracting – SDV Participation Form**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract value to be contracted to the listed subcontractor.
- G. The Consultant's responsibilities and requirements are itemized below:
1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subconsultants on the project to Orange County Business Development Division.
 3. The Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
 4. The sub-consultant agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-consultant agreement).
 5. The Consultant shall submit an updated quarterly SDV utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

6. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division.
7. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-consultants for the full duration of the contract. All sub-consultant agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime Consultant's contract with the County.
8. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the Schedule of Subcontracting - SDV Participation Form with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub-substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

SECTION 4
SELECTION CRITERIA

SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	30
Qualifications of Firm	20
Technical Approach	20
M/WBE Utilization	10
Location	10
Fee Proposal	10
TOTAL	100

Dislocated Worker Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

**SECTION 5
ATTACHMENTS**

**FEE SCHEDULE FORM
RFP #Y24-1021-KC**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL HOURS</u>		<u>UNIT COST</u>			<u>ESTIMATED 5-YEAR TOTAL</u>
1.	Senior Project Manager	300	X	\$ _____	X5	=	\$ _____
2.	Project Engineer III	500	X	\$ _____	X5	=	\$ _____
3.	IT Network Analyst	200	X	\$ _____	X5	=	\$ _____
4.	Instrumentation Technician	1000	X	\$ _____	X5	=	\$ _____
5.	CAD Operator	40	X	\$ _____	X5	=	\$ _____
6.	Journeyman Wireman	200	X	\$ _____	X5	=	\$ _____
7.	HMI/PLC Programmer	2000	X	\$ _____	X5	=	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT COST</u>			<u>ESTIMATED 5-YEAR TOTAL</u>
8.	Parts and Equipment Mark-up or Discount for Materials Over Actual Cost (3 rd Party Invoice) or Manufacturer's List Price	\$ 50,000	X	_____ % ☐ Mark-up ☐ Discount (Bidder shall check <u>one</u>)	X5	=	\$ _____

For example:

If the mark-up is 10% your total should be \$50,000 x 1.10 x 5 Years = \$275,000

If the discount is 10% your total should be \$50,000 x .90 x 5 Years = \$225,000

ESTIMATED 5-YEAR TOTAL (ITEMS 1-8) \$ _____

SELECT ALL THAT APPLY (DOCUMENTATION SHALL BE ATTACHED WITH PROPOSAL WITHIN TAB 2 – QUALIFICATION OF FIRM:

- ☐ Siemens Solutions Partner
- ☐ Schneider Alliance Partner
- ☐ SCADA Integrator

Company Name: _____

PROPOSAL COVER PAGE

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. **CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

_____	_____	_____
_____	_____	_____

(Signature)

(Date)

(Title)

(Name of Business)

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

_____ Sole Proprietorship	_____ Partnership	_____ Non-Profit
_____ Joint Venture*	_____ Corporation	

(a)

(b) State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- ☐ The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

- ☐ The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No. Y24-1021

NAME OF CONTRACTOR: _____ (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CONTRACT # Y24-1021B

This Contract is made as of the 1st day of November, 2024 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and DSI Innovations LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 26-3383721.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Orange County Utilities – Supervisory Control and Data Acquisition (SCADA) Services, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract for Water Reclamation and Pumping shall be Kevin Begy, telephone no. 407-836-6973.

The COUNTY'S representative/liaison during the performance of this Contract for Water Production shall be Patrick Shane, telephone no. 407-497-7493.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on November 1, 2024 and complete all services by October 31, 2029.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed Three Million, Nine Hundred Sixty-Nine Thousand Dollars (\$3,969,000.). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by an emailed submission of an invoice to:

1. OCUtilitiesinvoices@ocfl.net
2. Kevin.Begy@ocfl.net, Division Representative for Water Reclamation
3. Patrick.Shane@ocfl.net, Division Representative for Water

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 INDEFINITE QUANTITY CONTRACT

This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the "Estimated 5-Year Total." The County shall order at least \$10,000 during the initial contract performance period as a minimum guarantee. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

EXHIBIT "A"

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.flair.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 (five hundred thousand dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- ☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- ☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (one hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- ☒ Waiver of Subrogation- WC 00 03 13 or its equivalent
- ☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
109 E. Church Street, Suite 200
Orlando, FL 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by

EXHIBIT "A"

any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 11 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree

to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 12 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding twenty-four (24) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 13 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

EXHIBIT "A"

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 14 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 15 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17**INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 18**CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19**ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 20**EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 21 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 22 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 23 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is not:
 - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 24 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 25 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 26 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 27 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 28 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

ARTICLE 29 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban

Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 30 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 31 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 32 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 33 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 34 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 35 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 36 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet,

convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 37 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 38 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 39 ANTI-HUMAN TRAFFICKING

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website (<https://www.ocfl.net/vfr>) or by emailing procurement@ocfl.net.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.

- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits Orange County from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

ARTICLE 40 **NOTICE**

ARTICLE 13 NOTICES
All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Carrie Mathes
Manager, Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

DSI Innovations LLC
42 High Tech Blvd
Thomasville, NC 27360

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

DSI Innovations LLC
Company Name


Signature

Jason Dupre
Typed Name

Cfo
Title

10/7/24
Date

ORANGE COUNTY, FLORIDA:


Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager

10.9.2024
Date

SPECIFICATIONS / SCOPE OF SERVICES

The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system.

1. OVERVIEW

- A. Work is performed as a series of individual work authorizations.
- B. Each work authorization, initiated by the County, shall be defined cooperatively by the County and professional service provider.
- C. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical systems up to 480 volt, instrumentation, server, and network systems.
- D. These services include but are not limited to engineering, maintenance, repair, refurbishment, programming, construction, and replacement of SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI (Human-Machine Interface) software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, and remote terminal units (RTUs).
- E. The Contractor(s) shall furnish all parts, materials, equipment, approved subcontractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in the agreed upon scope of work provided with each work authorization. When furnishing parts and or materials it should be invoiced showing a mark-up or discount off the 3rd-party invoice costs or manufacturer list price.

2. SERVICE LEVELS

- A. The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, and 52 weeks per year.

The Contractor(s) shall respond on-site or via remote virtual private network (VPN) access for hardware or software issues within four (4) hours of being contacted by county staff to address emergency situations.

3. PERFORMANCE STANDARDS

The following lists major SCADA tasks the Contractor(s) shall perform:

- A. Provide engineering and technical services to smoothly integrate each project into the County's existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects.

- B. Provide design services for SCADA system architecture, communications networks, electrical power systems up to 480 volts, motor control systems, lighting, grounding, and process and instrumentation diagrams.
- C. Planning and integration of multiple independent SCADA systems best suited for the County.
- D. Design, maintain, install and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the County's Utility systems.
- E. Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.
- F. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all County SCADA systems.
- G. Provide all work in accordance with County Utilities Codes, existing standards, and preferences.
- H. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems.
- I. Design and implement server systems in support of the County SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and services such as Dynamic Host Configuration Protocol (DHCP) or Static IP Address.
- J. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
- K. Support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies.
- L. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

4. SERVICES – WATER PRODUCTION

A. Technical Competency Requirements - Water Production

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of piping and instrumentation diagram (P&IDs) for process control systems.
2. Configuration and programming of PLCs specifically including the

following:

- a. Modicon PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. iFIX and Proficy Historian
4. Industrial communication networks including the following:
 - a. Modbus and Modbus TCP (Transmission Control Protocol)
 - b. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL 508A label affixed on the panel specification build plate.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and are flash mitigation.
4. Design and implementation of /data/ networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
 - e. Valve actuators

3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - a. SCADA HMI /Historian / etc. (Et cetera).
 - b. DNS(Domain Name System)
 - c. DHCP (Dynamic Host Configuration Protocol)/STATIC
 - d. AD (Active Directory;) and domain controllers
 - e. Expertise with Microsoft Server OS.
2. Network Accessible Storage (NAS)
3. Virtualized server systems based on VMWare (virtual machine).
4. Network design and configuration including the following
 - a. Layer 2 and 3 Switches
 - b. Routers
 - c. Checkpoint firewall systems
 - d. High availability systems
 - e. Network management software

5. SERVICES - PUMPING/RECLAIM/SOLID WASTE

A. Technical Competency Requirements – Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (piping and instrumentation diagram) for process control systems.
2. Configuration and programming of PLCs (programmable logic controller) specifically including the following:
 - a. Siemens PLC (programmable logic controller) platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. Wincc Siemens and Process Historian
4. Industrial communication networks including the following:
 - a. Siemens Profibus (Process Field Bus) DP (Decentralized Periphery)/PA (Process Automation) and Profinet communications
 - b. DNP3 (Distributed Network Protocol) Ethernet communications
 - c. Sinaut (Siemens)
 - d. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL (Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL (Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required

8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related electrical and control systems up to 480 volts consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall provide expertise necessary to design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
 - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION)
 - HMI (Human-Machine Interface)
 - a. DNS (Domain Name System)
 - b. DHCP Dynamic Host Configuration Protocol /STATIC
 - c. AD (Active Directory) and domain controllers
 - d. Expertise with Microsoft Server OS.

2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare. (Virtual Machine)
4. Network design and configuration including the following
 - a. Layer 2 and 3 Switches
 - b. Routers
 - c. Checkpoint firewall systems
 - i. High availability systems
 - ii. Network management software

6. SERVICES - WATER RECLAMATION

A. Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (Piping and Instrumentation Diagram) for process control systems.
2. Configuration and programming of PLCs specifically including the following:
 - a. Modicon PLC platforms
 - b. Allen-Bradley PLC platforms
 - c. Siemens PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. Wincc Siemens
 - b. iFIX and Proficy Historian
4. Industrial communication networks including the following:
 - a. Siemens Profibus DP (Decentralized Periphery) /PA (Process Automation) and Profinet communications
 - b. Modbus and Modbus TCP (Transmission Control Protocol)
 - c. DNP3 (Distributed Network Protocol) Ethernet communications
 - d. Sinaut (Siemens)
 - e. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL(Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL(Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.

2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (Unshielded Twisted Pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (Piping & Instrumentation Diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH, ORP, Cl, etc.
 - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - a. SCADA HMI (Human-Machine Interface)
 - b. DNS (Domain Name System)
 - c. DHCP (Dynamic Host Configuration Protocol) /STATIC
 - d. AD (Active Directory) and domain controllers
 - e. Expertise with Microsoft Server OS.
2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare (Virtual Machine)
 - a. Network design and configuration including the following
 - b. Layer 2 and 3 Switches
 - c. Routers
 - d. Checkpoint firewall systems
 - e. High availability systems
 - f. Network management software

7. BACKGROUND/SECURITY

A. SITE ADMINISTRATION

The Contractor(s) shall be responsible for all areas of the site used by them and by all subcontractors in the performance of the work. The Contractor(s) shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to County or others. The Contractor(s) shall have the right to exclude from the site all persons who have no purpose related to the work or its inspection, and may require all persons on the site (except County's employees) to observe the same regulations as Contractor requires of its employees.

B. SECURITY

The Contractor(s) shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals, and other unauthorized persons.

C. BACKGROUND CHECKS

1. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The point of contact for completed background checks is Orville Watson, Safety Administrator, Orange County Utilities Department.
2. All costs for background investigations shall be the Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
3. Background checks and additional security requirements are addressed and detailed in the Scope of Service, under Section D, below. The Contractor is responsible for reading, understanding, and the application of all contract terms.

D. SECURITY AND IDENTIFICATION

1. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

2. Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results. Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.
3. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
4. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the County's Representative.
5. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
6. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
7. The Contractor shall not use employees of any temporary employment agency to supplement his workforce in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
8. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
9. The Contractor shall ensure all employees prominently wear the ID badge on the front of his/her uniform at all times while on County premises.
10. Access to a site must be coordinated through the County's Representative.

FEE SCHEDULE FORM
RFP #Y24-1021-KC

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL HOURS</u>		<u>UNIT COST</u>			<u>ESTIMATED 5-YEAR TOTAL</u>
1.	Senior Project Manager	300	X	\$ <u>175.00</u>	X5	=	\$ <u>262,500.00</u>
2.	Project Engineer III	500	X	\$ <u>175.00</u>	X5	=	\$ <u>437,500.00</u>
3.	IT Network Analyst	200	X	\$ <u>175.00</u>	X5	=	\$ <u>175,000.00</u>
4.	Instrumentation Technician	1000	X	\$ <u>175.00</u>	X5	=	\$ <u>875,000.00</u>
5.	CAD Operator	40	X	\$ <u>120.00</u>	X5	=	\$ <u>24,000.00</u>
6.	Journeyman Wireman	200	X	\$ <u>145.00</u>	X5	=	\$ <u>145,000.00</u>
7.	HMI/PLC Programmer	2000	X	\$ <u>175.00</u>	X5	=	\$ <u>1,750,000.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT COST</u>			<u>ESTIMATED 5-YEAR TOTAL</u>
8.	Parts and Equipment Mark-up or Discount for Materials Over Actual Cost (3 rd Party Invoice) or Manufacturer's List Price	\$ 50,000	X	<u>20%</u> ☒ Mark-up ☐ Discount	X5	=	\$ <u>300,000.00</u>
				(Bidder shall check <u>one</u>)			

For example:

If the mark-up is 10% your total should be \$50,000 x 1.10 x 5 Years = \$275,000

If the discount is 10% your total should be \$50,000 x .90 x 5 Years = \$225,000

ESTIMATED 5-YEAR TOTAL (ITEMS 1-8) \$3,969,000.00

SELECT ALL THAT APPLY (DOCUMENTATION SHALL BE ATTACHED WITH PROPOSAL WITHIN TAB 2 – QUALIFICATION OF FIRM:

- ☒ Siemens Solutions Partner
☒ Schneider Alliance Partner
☒ SCADA Integrator

Company Name: DSI Innovations LLC

EXHIBIT "A"

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.



CONFIDENTIAL ESTIMATE



**CITY OF LAKE CITY
ATTENTION: RICHARD HORTA
LAKE CITY, FL
WEST BOOSTER PUMP CONTROLS UPGRADE
DSI INNOVATIONS PROPOSAL NUMBER: QEL2503311.1**

PROJECT OVERVIEW

DSI Innovations LLC (DSI) is pleased to submit this proposal to City Of Lake City for the West Booster Pump Controls Upgrade. This proposal is based on a site visit and electrical schematics provided by the customer.

The customer is requesting a proposal to update the controls for the West Booster Pump Station. Currently the system uses Momentum PLC controls and an outdated HMI screen. The controls system works as designed and programmed but much of the hardware is outdated and hard to replace. Additionally, the customer is requesting control narrative modifications, (4) Video cameras and remote alarm notifications.

DSI is proposing an Allen-Bradley CompactLogix and Ignition SCADA based solution to upgrade the controls. The existing enclosures are in good shape and will be retained, but the backplates and all internal equipment will be replaced.

SCHEDULE OF SERVICES

The following services are included in this proposal:

- Design And CAD
 - Develop design for retaining equipment connections with new controls hardware
 - Incorporate control narrative modifications into a new control narrative
 - Network design
 - Provide a new set of electrical schematics in hard copy and digital format
- PLC and SCADA Programming
 - Transcribe the existing PLC & HMI programs
 - Implement the new control narrative into the PLC program
 - Develop the Ignition SCADA program
 - Including alarm notifications with an SMS option if there is a network outage
 - Set up and test new hardware
 - Perform a code review
 - Host a FAT with the customer
- Installation & Commissioning Support
 - (1) Technician for up to (1) week of installation support
 - (1) Engineer for up to (2) weeks of installation and commissioning support (including startup support)
 - If, due to circumstances beyond our control, any additional time is required, we will bill the additional time and expenses per our standard rates

SCHEDULE OF MATERIALS

The following materials are included in this proposal:

QTY REQ	DESCRIPTION
	Control Panel #1
1	90x36 Backplate
2	90x20 Sideplate
4	Corrosion Inhibitor
1	120VAC Enclosure Light, Manual Switch
1	UL 1449 Surge Protector 40KA
1	20A Single Pole Circuit Breaker
2	15A Single Pole Circuit Breaker
8	10A Single Pole Circuit Breaker
2	15 Pos Ground Bar
280	Feedthrough Terminal Block
3	Ground Terminal Block
68	Knife Disconnect Terminal Block
13	Fuse Modular Terminal Block
2	1/2A 3AG Fuse
10	3/16A 3AG Fuse
1	1A 3AG Fuse
34	Feedthrough Terminal Block
1	15A GFCI Duplex Receptacle with Box, Cover and Switch
65	10A DPDT Relay, 120VAC Coil
69	Relay Base
4	10 DPST Relay, 24VDC Coil
1	19.5" Panel Mount Industrial Monitor
1	Industrial PC
1	10port Managed Ethernet Switch
1	Network SFP
1	Din Mount UPS
4	IS Relay, 5A Load
4	Loop Powered Isolator 2-Channel
1	80W 24VDC Power Supply
1	10A 24VDC Power Supply
10	Feedthrough Terminal Block
1	15A Duplex Receptacle with Box and Cover
13	DC Analog Surge Suppressor
1	Loop Powered Isolator 1-Channel
1	Red Beacon Light, 1/2" NPT Mount, 120VAC
	Control Panel #2
1	57x33 Backplate

This Confidential Estimate includes proprietary information belonging solely to DSI Innovations, LLC, including trade secret, pricing and other proprietary information. In exchange for being provided this Confidential Estimate, customer agrees not to share it or the information contained in it with third parties. Customer will only share this Confidential Estimate and the information contained in it with customer's employees on a need to know basis.

1	Corrosion Inhibitor
1	120VAC Enclosure Light, Manual Switch
1	UL1449 Surge Protector 40KA
1	15A Single Pole Circuit Breaker
6	10A Single Pole Circuit Breaker
2	15 Pos Ground Bar
140	Feedthrough Terminal Block
2	Ground Terminal Block
32	Knife Disconnect Terminal Block
14	Fuse Modular Terminal Block
2	1/2A 3AG Fuse
10	3/16A 3AG Fuse
1	1A 3AG Fuse
1	2.5A 3AG Fuse
16	Feedthrough Terminal Block
20	10A DPDT Relay, 120VAC Coil
20	Relay Base
1	10A 24VDC Power Supply
1	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
4	5069 Compact I/O 16 Channel 24VDC Sink Input Module, 100µs response, up to 500hz simple counter
9	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069 Compact I/O Field Potential Distributor Module
2	5069 Compact I/O 6 pin Screw type RTB packed kit
2	5069 Compact I/O 16 channels AC output module supporting both 120 & 240VAC output.
2	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
1	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
1	5port Unmanaged Ethernet Switch
	Software
1	Ignition Platform
1	Perspective Module Limited (2 Clients)
1	Alarm & SMS Notification Module
1	Total Care Support
	Other Hardware

This Confidential Estimate includes proprietary information belonging solely to DSI Innovations, LLC, including trade secret, pricing and other proprietary information. In exchange for being provided this Confidential Estimate, customer agrees not to share it or the information contained in it with third parties. Customer will only share this Confidential Estimate and the information contained in it with customer's employees on a need to know basis.

4	Indoor/Outdoor IP Cameras
1	Camera Controller
1	MP70 LTE/Wifi Router

TRAVEL

- Anticipated Travel Expenses are included in this proposal

CLARIFICATIONS

The following clarifications apply to this proposal:

- Customer to provide (1) full week of downtime to the control panel in order to perform the installation and (1) full week of interrupted operations for commissioning and startup support
- Existing control methodology and means to equipment outside the control panels will remain the same.

PRICING AND DELIVERY**Price Unit Pricing Breakdown per Contract Terms**

	Hrs	Rate	Extended
Project Management	76	\$ 175.00	\$ 13,300.00
Project Engineer III	144	\$ 175.00	\$ 25,200.00
Journeyman Wireman	186	\$ 145.00	\$ 26,970.00
HMI/PLC Programmer	308	\$ 175.00	\$ 53,900.00
CAD Operator	122	\$ 120.00	\$ 14,640.00
	Cost	Sell	
Materials	\$ 39,158.00	\$ 46,989.60	\$ 46,990.00
Total			\$ 181,000.00

Terms 30% due with Purchase Order
 30% due when Seller Orders Materials for Buyer
 30% due with Completion of FAT at DSI
 10% due on Completion

NET 30 (all payments EXCEPT for Down Payment which is due on receipt)

Shipping/Tax FOB Jacksonville, FL
 Estimated shipping is included. (Actual cost of shipping will be included in final billing.)
 Sales Tax is not included and will be billed separately unless a Tax Exempt Certificate is provided with Purchase Order.

Delivery The system can be ready for start-up in 10 to 12 weeks after receipt of a purchase order or signed proposal. If this does not meet your project schedule requirements, alternative schedules may be available.

Price Adjustment Clause – Material Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to economic uncertainty, surcharges, inflation, supply chain shortages, clerical errors or errors of omission. In the event of any specific requirements representing a price increase, Buyer will be notified prior to billing.

CUSTOMER CONTACT: Richard Horta, hortar@lcfla.com, Phone

PREPARED BY: Scott Huffman, scott.huffman@dsiinnovations.com, (616) 240 5059

DSI INTERNAL REVIEW BY: David Gibbons, Regional Business Development Manager

ACCEPTANCE OF THIS PROPOSAL IS DOCUMENTED ON LAST PAGE

Contact/Remit PO to:

DSI Innovations LLC.
42 High Tech Blvd.
Thomasville, NC 27360
jdupre@dsiinnovations.com
dsi.sales@dsiinnovations.com
 Office: 336-893-8385
 Fax: 866-594-5920

Locations:

Winston-Salem – Greensboro – High Point, NC (Piedmont Triad)		
Jacksonville, FL	Raleigh – Durham – Cary, NC (Triangle)	Charlotte, NC
Johnson City – Tri-Cities, TN	Columbia, SC	Wilmington, NC
	Cincinnati, OH	

TERMS AND CONDITIONS

1. **GENERAL:** These terms and conditions, together with those set forth in any written purchase order ("**Purchase Order**") with DSI Innovations, LLC ("**Seller**"), shall apply to the Contract (as defined below) and shall constitute the sole terms and conditions governing the Contract. These Terms and Conditions may not be modified or changed unless such modification or change is in writing signed by an authorized officer of Seller. If there is any conflict between these terms and conditions and the Purchase Order, these terms and conditions shall control.
2. **OFFER:** Buyer may offer to purchase goods from Seller by submitting a Purchase Order and these Terms and Conditions signed by Buyer to Seller. Unless otherwise specified by the Seller in writing to Buyer, the terms of any Purchase Order submitted by Seller for Buyer's consideration expire in thirty (30) days from the date of the Purchase Order.
3. **ACCEPTANCE:** The issuance of a Purchase Order and these Terms and Conditions by Buyer to Seller does not constitute a binding contract unless and until accepted, in writing, by Seller. The Purchase Order and these Terms and Conditions signed by Buyer and Seller shall constitute the **Contract**. These Terms and Conditions shall apply to the Contract regardless of whether they are specifically referenced in any Purchase Order.
4. **PAYMENT TERMS**
 - a. See Pricing and Delivery section of proposal for billing and payment terms

Overdue invoices for Contracts covered by this section 4(b) are subject to late charges of 1.5% per month of the unpaid amount. Labor rates in Contracts covered by this section 4(b) for engineering, fabrication, and installation are those reflected in the Purchase Order.

 - b. For all Contracts, Buyer expressly grants to Seller a purchase money security interest in goods sold under the Contract in the amount of their purchase price. This security interest will be satisfied by Buyer's timely payment in full. If Buyer defaults on any of its obligations, Seller shall have the right to repossess the goods sold under the Contract from Buyer without liability to Buyer. In such event, Buyer agrees to make the goods sold under the Contract available so as to enable Seller to repossess them without a breach of the peace. Seller may file the necessary paperwork to perfect its security interest at any time and Buyer shall cooperate fully to enable Seller to perfect its security interest.
 - c. For all Contracts, overdue invoices may lead to termination of the Contract by Seller.
5. **DELIVERY AND SHIPPING:** Seller shall deliver the goods as set forth in the Contract. Buyer shall bear the cost of freight, insurance and any delivery costs. Title and risk of loss shall remain with Seller until shipment, and passes to Buyer at the time of shipment to Buyer. All final freight charges are the responsibility of the Buyer and are not included in the Contract price terms unless expressly stated otherwise. All freight is FOB origin.
6. **LIMITED WARRANTY:** Seller warrants, for the Warranty Period (as defined below), the products purchased pursuant to the Contract to be free of defects in design and workmanship according to the specifications agreed to in the accepted Contract, or in the designs approved by Seller, if applicable; provided, however, that the foregoing limited warranty shall only apply to the extent the products are used for the applications for which the products are designed, and provided, further, that ordinary wear and tear is excepted from the foregoing warranty. For purposes hereof, the "Warranty Period" shall cover a period of one year from date of delivery. If Seller breaches the foregoing warranty, Buyer's sole remedy is either: a) the "no charge" replacement or repair, at Seller's sole discretion, of the products that fail during the Warranty Period and are covered by Seller's warranty; or b) Seller's return of the purchase price of each defective product which is covered by Seller's warranty and returned to Seller within the warranty period and which Seller determines in its sole discretion to be defective in workmanship. Replacement labor, if any, will be provided according to Seller's published rates. Seller shall also pass on to Buyer, as permitted, any component manufacturer's warranties as the sole and exclusive warranty as to such warranted components, and there is no Seller's warranty for such warranted components. All claims for breach of warranty must be received by Seller no later than thirty (30) days after the expiration of this limited warranty. **THE LIMITED WARRANTY IN THIS SECTION IS THE ONLY WARRANTY GIVEN BY SELLER, AND BUYER RECEIVES NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL IMPLIED WARRANTIES OF TITLE FOR ANY CONSIGNED OR BUYER SUPPLIED MATERIALS, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
7. **TAXES, LICENSING, PERMITS, OR FREIGHT -** Buyer shall be responsible for any local, state, or federal taxes (including but not limited to sales and use tax) permits or licenses required with respect to the Contract. No taxes are included in the Contract price terms unless expressly stated otherwise.
8. **REGULATIONS:** Buyer has the responsibility to ensure that its specifications meet applicable regulatory requirements and to effectively communicate those requirements to Seller.
9. **EXCUSABLE DELAY-** Seller shall not be in breach of its obligations under the Contract, or liable for damages arising from delays in delivery or failure to perform due to causes beyond the Seller's reasonable control, including, without limitation, acts of God, acts of third parties, judicial action and strikes or other labor disputes. Seller shall notify Buyer in writing of the cause of such delay within ten (10) days from the date that the Seller becomes aware of the delay. Following such notice, to the extent applicable, Seller will provide a description of work-around plans, alternative sources or other means the Seller could utilize to prevent or minimize any delay in the performance of the obligation; provided, however, that Seller shall not be liable if it is unable to provide alternate sources for the products or for any liability caused by such delay. In the event of an excusable delay, the Buyer and Seller shall agree on any reasonable delay to the completion of the Contract.
10. **INEXCUSABLE DELAY-**Should Buyer require Seller to delay delivery of the goods greater than thirty (30) days from the delivery date specified in the Contract, Buyer shall pay Seller a storage fee of 5% of the Contract price per month for storage of the goods. Additionally, should Buyer require Seller to delay delivery of the goods greater than thirty (30) days from the delivery date specified in the Contract, Seller may terminate the Contract as permitted under Section 24(a).

11. **LIMITED LIABILITY:** Except as otherwise stated in the Contract, Seller shall not be liable to Buyer for any special, indirect, incidental or consequential damages, lost profits, punitive damages, attorneys' fees, costs or expenses arising out of or in connection with the Contract or with claims brought by third parties, or any indemnifications granted by either Buyer or Seller in connection with the Contract.
12. **INSURANCE** – If Seller performs any labor on Buyer's premises under the Contract, Seller agrees to have Seller's employees covered by Workers' Compensation in statutory limits as well as employees' automobiles covered by liability and property damage insurance. Single occurrence liability insurance will be carried for the duration of the job in the amount of \$1,000,000. A certificate of insurance will be forwarded to Buyer prior to the start of work.
13. **JOB SITE** - If Seller performs any labor on Buyer's premises under the Contract, Buyer shall provide, at no charge, work and job site conditions for the Seller that are conducive to the Contract's success. This includes the provision of labor and services for adequate unloading and storing of materials and equipment; a protected storage area adjacent to the work site; a clean work site uncluttered with unnecessary equipment, materials, or other debris; reasonable access to required areas and personnel, especially during off-shift hours; uninterrupted scheduling; necessary facility improvements outside the scope of work; necessary utilities, including electrical power; and coordination of freight and carriers. Buyer is responsible for all damage, liability and demurrage that results from the failure of the Buyer to provide the above resources, labor, and services. Seller agrees to clean the premises of waste materials or debris resulting from the Seller's or Seller's subcontractors work efforts, leaving the area broom clean at the completion of the work. It is understood that waste and shipping materials may be disposed of on site. Pricing does not include provision or permits for off-site carting and dumping of waste materials, which shall be at Buyer's sole cost and expense.
14. **WORK WEEK** - If Seller performs any labor on Buyer's premises under the Contract, field work is normally based on a forty (40) hour week, Monday through Friday, unless otherwise specified in the Contract. Standard work week hours are 9:00 a.m. - 5:00 p.m. Seller reserves the right to supervise the orderly execution of the work. Any overtime incurred at the request of Buyer, or caused as a result of Buyer's negligence in notifying Seller of schedule changes, will be paid by Buyer in addition to the purchase price in the Purchase Order.
15. **WORK SCOPE ADDITIONS** – If following any accepted Contract, Buyer wishes to request additions to or amendments of the work scope of a Contract, Buyer shall do so in writing to Seller. Seller will provide a change order proposal with respect to the requested change and advise Buyer of the cost. A change order shall be effective only if in writing and signed by both Seller and Buyer. Buyer assumes all responsibility for unseen delays that result from change orders and will hold Seller harmless from damages for such delays.
16. **DEBUG/RUN-OFF.** Buyer acknowledges that during any debugging or run-off phase by Seller with respect to goods purchased under a Contract, Buyer may provide to Seller certain specifications of its equipment and/or parts (including, without limitation, a pallet, container or parts) (the "Buyer Provided Products") in furtherance of such debugging or run-off (whether at Buyer's or Seller's place of business). Buyer shall be responsible for all costs and expenses incurred with respect to (i) the shipment of Buyer Provided Products to Seller and (ii) the return of the Buyer Provided Products to Buyer, as applicable. If the parties agree, Seller will dispose of the Buyer Provided Products, but such shall be at Buyer's cost and expense. Buyer further acknowledges and agrees that Buyer Provided Products may be damaged during the debugging or run-off process and/or the related shipment of Buyer Provided Products to and from Seller, and Buyer expressly acknowledges and agrees that Seller is not responsible or liable for any such damages, all of which shall be borne by and at the risk of Buyer.
17. **ENTIRE AGREEMENT.** These Terms and Conditions, together with the Purchase Order(s), constitute the Contract and cover the entire agreement between Buyer and Seller and may not be amended unless in writing by Buyer and Seller.
18. **ENFORCEABILITY.** If any one or more provisions of the Contract shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19. **WAIVER:** Seller's failure to exercise, in whole or in part, or delay in exercising any right under the Contract, shall not preclude Seller's future exercise of the same right or the exercise of any other right under the Contract.
20. **AUTHORITY:** Buyer warrants that it has the unqualified right to enter into the Contract and that it has the right to perform all obligations under the Contract. Any individual signing the Contract on behalf of Buyer warrants that he or she has the authority to do so on behalf of Buyer.
21. **INDEPENDENT CONTRACTORS.** Nothing in the Contract shall be construed to create any partnership, joint venture or agency relationship of any kind. Except as expressly set forth in the Contract, neither party has any authority under the Contract to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement or undertaking with any third party.
22. **NON-LICENSING.** The parties understand that except as otherwise stated in the Contract, the terms and conditions of the Contract shall not be considered in any way as a grant of any license whatsoever under either party's present or future trademarks, trade secrets, patents, patent applications, or other proprietary rights, nor is any such license granted by implication or otherwise.
23. **INDEMNIFICATION.** Buyer shall defend, at Buyer's expense, all claims against Seller for infringement or alleged infringement of present or future trademarks, trade secrets, patents, patent applications, or other proprietary rights for the goods furnished under this Contract.
24. **NON-SOLICITATION.** In recognition of our investment in our employees and by entering into this contract, you agree not to recruit nor hire, directly or indirectly, any DSI Innovations employee during this work and for a period of twelve (12) months following completion of this work. The penalty for violating this agreement is 1 year's compensation (salary and benefits) for the employee who is hired away from DSI.

25. TERMINATION.

- a. Uncured breach by either party: If either party breaches a material provision of this Contract and the breach is not cured within a reasonable period of time after receipt of written notice from the other party specifying the nature of the breach, the non-breaching party may terminate this Contract by written notice to the party in breach.
 - b. Payment breach: Notwithstanding the foregoing, if Buyer fails to comply with the payment terms of this Contract and fails to cure its noncompliance within ten (10) days of written notice by Seller, Seller may terminate this Contract.
 - c. Financial Insecurity of Buyer: Notwithstanding the foregoing, if Buyer's financial condition gives Seller reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under the Contract, Seller may in its sole discretion: i) terminate this Contract on written notice to Buyer; ii) require full or partial payment in advance and suspend any further deliveries or continuance of any work to be performed by Seller until such payment has been received; or iii) make all shipments to Buyer C.O.D.
 - d. Immediate termination by Seller: Notwithstanding the foregoing, Seller may immediately terminate this Contract: a) upon Buyer's filing for bankruptcy; b) upon the appointment of a receiver for Buyer; or c) Buyer ceases to conduct business.
26. NOTICES. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or five (5) days after the date postmarked if sent by registered or certified U.S. mail, return receipt requested, postage prepaid to the addresses set forth in the Purchase Order, or to such other address as the parties may from time to time designate in writing.
27. ASSIGNMENT. Except as set forth in these Terms and Conditions, Buyer may not assign a Contract or these Terms and Conditions, or any right hereunder, without the prior written consent of Seller.
28. GOVERNING LAW; VENUE. The Contract shall be governed by the law of the State of North Carolina without reference to its conflicts of law principles, provided, however, that the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods are excluded in their entirety. The Parties agree that the State courts of North Carolina shall be and have sole jurisdiction over any disputes which arise under the Contract, and that venue shall be proper and shall lie exclusively in the Superior Court of Davidson County, North Carolina. Buyer expressly waives any defense of lack of personal jurisdiction or improper venue to any action brought by Seller in the Superior Court of Davidson County, North Carolina.

DSI Innovations LLC (Seller)

(Signature) _____

(Name) _____

(Title) _____

(Date) _____

_____(Buyer)

(Signature) _____

(Name) _____

(Title) _____

(Date) _____