

# CITY OF GAINESVILLE, GENERAL GOVERNMENT METHOD OF SOURCE SELECTION

*NOTE TO PREPARER: The purpose of this form is solely for the department to justify why the requested purchase, over \$5,000, is not being competitively quoted or bid. Signature by the Purchasing Manager or their designee on this form indicates only agreement as to the reasonableness of the specified selection method justified herein; it is not authority to make the purchase.*

DATE: 3-9-18 DEPARTMENT: Police DIVISION: Patrol Support  
CONTACT: Captain Campos EXTENSION: 7784

PURCHASE/PROJECT AMOUNT: \$609,972.00  
COST TERM: Annual (annual, quarterly, etc.)  
 ONE-TIME, SINGLE PURCHASE  
 CONTRACT/PURCHASE ORDER/AGREEMENT/PROJECT TERM BEGIN/END DATES: 5/1/18 / 9/30/2021

CITY COMMISSION APPROVAL REQUIRED \*:  NO \*  YES, DATE: 4/5/18  
If No and purchase is \$100,000 or greater, indicate Purchasing Policy exception section: \_\_\_\_\_

\* Purchasing Policy #170116 Section 7: Purchases Requirement City Commission Approval  
7.1 Every purchase of an item of materials, equipment, services, and extensions to existing contracts with a value greater than \$100,000 shall require the approval by the City Commission, except for the following: (see policy for list)

DESCRIPTION OF THE MATERIAL OR SERVICE TO BE PROVIDED: Body Worn Cameras, online storage, and Tasers with annual materials and service costs

PROPOSED VENDOR/CONTRACTOR NAME: AXON  
ADDRESS: 17800 N 85th St  
CITY, STATE, ZIP: Scottsdale, Arizona 85255

## INDICATE ONE METHOD OF SOURCE SELECTION (CHECK ONLY ONE OF 1-8 BELOW)

- 1.  OTHER AGENCY\*: Purchasing Policy #170116, Section 6.6(c) Purchases made under state, federal or other public agency agreement or cooperative contracts.  
\* When utilizing other public agency competitive purchasing opportunities you must obtain and attach a copy of all elements of the "other agency" bid award:
  - o Invitation to Bid
  - o Bid Record
  - o Awarded Bid Response(s)
    - Vendor name
    - Commodities/services awarded
    - Award price
  - o Complete Contract
- 2.  UTILITY: Purchasing Policy #170116, Section 6.6(d) Utility services when the subject utility is the only available source of such service.
- 3.  PROFESSIONAL SERVICES: Purchasing Policy #170116, Section 6.6(e) Contractual services of a professional\* nature whose cost does not exceed \$50,000, except as required by State law  
\* Services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.  
Written detailed justification is required and must be attached to the signed Method of Source Selection form.
- 4.  LEGAL SERVICES: Purchasing Policy #170116, Section 6.6(f)

# CITY OF GAINESVILLE, GENERAL GOVERNMENT METHOD OF SOURCE SELECTION

- 5.  CONTINUING CONTRACTS: Purchasing Policy #170116, Section 6.6(g) Work performed under Continuing Contracts, as defined by Florida Statutes, for professional services of indefinite duration. Continuing Contracts shall be reviewed for appropriateness with regard to the quality of the service and the competitiveness of the cost. Such review shall be the responsibility of the appropriate Manager and shall be conducted not less than every five years.  
Written detailed justification is required and must be attached to the signed Method of Source Selection form.
- 6.  EMERGENCY: Purchasing Policy #170116, Section 6.6(h) Emergency purchases, at the discretion of the (City) Managers, when urgent situations do not allow sufficient time to obtain competitive bids.

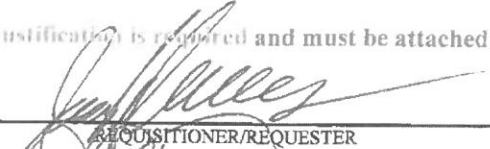
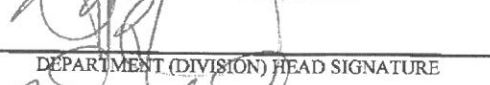

**NON-COMPETITIVE SITUATIONS:**

**IMPORTANT NOTE:** The Non-Competitive Situations Justification form which follows on the next page must be completed and submitted together with the signed Method of Source Selection form. **REQUISITIONER/REQUESTER shall complete the attached NON-COMPETITIVE SITUATION JUSTIFICATION form** with supporting documentation as to why the vendor/contractor is the **SOLE SOURCE/SPECIFIED SOURCE** to provide the commodity/service. **Attach** all supporting documentation, including detailed written justification to the Method of Source Selection form for review and approval or rejection by the applicable listed City approving authorities.

- 7.  SOLE SOURCE: Purchasing Policy #170116, Section 5(q) – The only source through which goods, equipment or services may be purchased.
- 8.  SPECIFIED SOURCE: Purchasing Policy #170116, Section 5(r) – A source selected without competitive bidding for justifiable reasons.

**The REQUISITIONER/REQUESTER hereby attests (certify under oath) that he/she took part in the procurement represented and that he/she is independent of, and have no conflict of interest in, the entity evaluated and selected. He/she recommends that competitive bidding be waived and that the material or service be purchased from the vendor indicated based on the existence of a non-competitive situation as described and attached in detail hereto.**

Written detailed justification is required and must be attached to the signed Method of Source Selection form.

 _____ REQUISITIONER/REQUESTER	3-9-18 _____ Date
 _____ DEPARTMENT (DIVISION) HEAD SIGNATURE	3/2/18 _____ Date
 _____ PURCHASING MANAGER OR DESIGNEE	3/13/2018 _____ Date

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# NON-COMPETITIVE SITUATIONS JUSTIFICATION

DATE: 3/9/18

PURCHASE/PROJECT AMOUNT: \$609,972.00

PROPOSED VENDOR/CONTRACTOR NAME: Axon Enterprise, Inc

MATERIAL OR SERVICE TO BE PROVIDED: Body Worn Cameras, online storage, event signal device, and Tasers with annual materials and service costs

(CHECK ONLY ONE OF #1 OR #2 BELOW)

1.  This is a specified source because (complete #3 & #4): (Please be specific on next page)
2.  This is a sole source because (complete #3 & #4): (Please choose one of the following options and then provide justification on next page)
  - Sole provider of a licensed or patented good or service
  - Sole provider of items which are compatible with existing equipment, inventory, systems, programs or services
  - Sole provider of goods and services for which the City has established a standard
  - Sole provider serving the geographic area in which the City is located of factory-authorized warranty, maintenance, or support services
  - Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
  - The vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)
  - Other (attach memo with justification)
3. What necessary features does this vendor provide which are not available from other vendors? (Please be specific on next page)
4. What steps were taken to verify that these features are not available elsewhere? (Please choose one of the following options and then provide justification on next page)
  - Other brands/manufacturers were examined (please indicate the method of research, including names and contact information, and explain why these were not suitable)
  - Other vendors were contacted (please indicate the method of research, including names and contact information, and explain why these were not suitable)
  - Other: (i.e. maintenance license on software, only from provider)

### Statement of Need:

This proposed non-competitive waiver is based upon an objective review of the required product/service and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to waive competitive bidding on this purchase when there are other known suppliers to exist.

Jorge S. Campos  
Printed Name of Requester

[Signature] 1/8/18  
Signature of Requester Date

[Signature] 1/3/18  
Signature of Department (Division) Head Date

Purchasing: Approved as to reasonableness of justification  
[Signature] 1/3/13/2018  
Purchasing Manager or designee Date

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Written detailed justification as required.

(Designate the paragraph number from above)

AXON is the only manufacturer for the Taser and the attached document lists all of the features that make this device unique. GPD's current fleet of Tasers have met their serviceable life expectancy and are in need of replacement. AXON also manufactures body worn cameras (BWC's) that integrate with the Taser and with a signal unit. When the Taser is activated, it sends a proprietary signal to the BWC to activate the record function to any BWC that is located within a 15' to 30' radius. The signal unit is installed in a vehicle and is configured to emit a signal to activate BWC's in the same radius for air bag deployment, activation of emergency lights, or a number of other configurable events. This MOS is for the purchase of 190 Tasers and associated equipment, 107 BWC's and associated equipment, 107 signal units, online storage of all video files, initial training, warranty, and all licensing necessary to access all video for three years. Any additional Taser cartridges or batteries would be an additional cost. All costs associated with this contract are encumbered and billed in the 2018 and 2019 budget year. All Tasers will be delivered upon receipt of payment in 2018. 50 BWC's and 55 online access licenses will be delivered in 2018, with the licenses expiring April 30th, 2021. The remaining 57 BWC's and associated licenses will be delivered at the beginning of FY 2019 and the associated licenses will expire September 30th, 2021. Any access to videos after these dates would be on a per access charge unless another contract is agreed to.

The video evidence platform allows for GPD to send links to digital evidence to external agencies via a digital link, without the requirement of making DVD's or CD's. The cloud based evidence storage has the ability to redact and blur video so that GPD may comply with State Public Records Law. GPD tested the BWC's during the Richard Spencer Event and offered to give us as many cameras as needed and did so. All worked as described.

City purchasing also posted a solicitation on Demand Star for 8 days and did not receive any response from other vendors that could deliver the same products and service.

GPD tested Panasonic BWC's for over three months. The units did record as described but the storage did not upload into the cloud and we were not able to test how this worked or how to redact information in accordance with State Public Records Laws. Panasonic would only allow us to test two cameras at a time. The units sent to us were outdated and the most up to date units did not become available until recently. Chris Patton was the contact, 551-227-1641.

GPD has also spoken to Coban Technologies and Watchguard. Both companies are BWC companies but do not manufacture a Taser. The camera's capabilities were similar than those to AXON and had a variety of different features. None would integrate with the Taser.

In summary, the total amount for this contract is \$609,972.00. The 2018 payment is for \$163,899.00 and the 2019 payment is \$446,073.00. The total budged amounts allotted for Tasers and BWC's are \$163,165 for FY 2018 and \$447,446 in FY 2019 totaling \$610,611.

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

QUOTE: Q-156198-43164.771AP

Issue Date: 03/05/2018

Quote Expiration: 04/20/2018

Account Number: 158327

Start Date: 04/05/2018  
Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**Sales Representative:**  
Jeff Fuson  
Phone: (404) 915-3542  
Email: jfuson@axon.com  
Fax:

**Primary Contact:**  
Jorge Campos  
(352) 393-7784  
camposjj@cityofgainesville.org

**BILL TO:**

Gainesville Police Dept. -FL  
545 NW 8TH AVE  
GAINESVILLE, FL 32601  
US

**SHIP TO:**

Jorge Campos  
Gainesville Police Dept. -FL  
545 NW 8TH AVE  
GAINESVILLE, FL 32601  
US

**Payment 1 Due Net 30**

Item	Description	Quantity	Net Unit Price	Total (USD)
<b>AXON P1500 &amp; P1500P</b>				
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	190	254.00	48,260.00
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	190	254.00	48,260.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	50	395.00	19,750.00
85110	EVIDENCE.COM INCLUDED STORAGE	2,000	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00
<b>Hardware</b>				
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	410	36.00	14,760.00
22155	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	20	49.00	980.00
22002	HANDLE, BLACK, CLASS III, X2	190	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	170	0.00	0.00
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	20	0.00	0.00
70116	PPM, SIGNAL	190	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	380	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	188.00	376.00
70112	AXON SIGNAL UNIT	50	160.00	8,000.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	50	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	50	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	50	0.00	0.00

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Payment 2 Due October 2018 (Continued)

Item	Description	Quantity	Unit Price	Total (USD)
80084	UNLIMITED BWC BUNDLE YEAR 3 PAYMENT	50	948 00	47,400 00
85110	EVIDENCE.COM INCLUDED STORAGE	2,000	0.00	0.00
80083	UNLIMITED BWC BUNDLE YEAR 2 PAYMENT	50	553 00	27,650 00
85110	EVIDENCE.COM INCLUDED STORAGE	2,000	0.00	0.00
80023	PRO EVIDENCE COM LICENSE YEAR 2 PAYMENT	5	273 00	1,365 00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	57	0 00	0 00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	57	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	57	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	57	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE COM DOCK	10	42 00	420 00
70112	AXON SIGNAL UNIT	57	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	10	1,495 00	14,950.00
			Subtotal	446,073.00
			Taxes	0 00
			Total	446,073.00
			<b>Grand Total</b>	<b>609,972 00</b>

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### Notes

Customer is receiving a 60 month extended warranty on X2s under the Taser 60 program. 2/5ths is to be invoiced upon signing and 3/5ths will be invoiced in October 2018. Agency will be allotted 1 BWC TAP refresh upon the third anniversary date of this agreement. This quote anticipates an Axon hardware shipment in the second half of March 2018 resulting in an e.com license period from 5/1/2018- 4/30/2021. The customer is still entitled to the 5 year extended warranty on the Taser 60 X2 from 5/1/2018- 4/30/2023.

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.


**TASER60 Terms and Conditions:** This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of Included storage for other digital media
- Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

### Axon's Sales Terms and Conditions

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 3-12-18

Name (Print): Tony R. Jones Title: Police Chief

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

Please sign and email to Jeff Fuson at [jfuson@axon.com](mailto:jfuson@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out [www.axon.com](https://www.axon.com)

Quote: Q-156198-43164.771AP

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*Do not send this to Axon. Legal must review.*



170956B



**Budget & Finance Department**  
**Purchasing Division**  
PO Box 490, Station 32  
Gainesville, FL 32602-0490  
(352) 334-5021  
(352) 334-3163 (fax)

January 8, 2018

The attached Sole Source was posted on DemandStar from December 22 through January 4<sup>th</sup>.

No responses were received.

We had to revise the MOSS form due to an expired quote and price changes.

A handwritten signature in cursive script, appearing to read "Melanie Sowers".

Melanie Sowers  
Senior Buyer



User: Sowers, Melanie

Organization: City of Gainesville - Purchasing Division

Logout



- My DemandStar
- Buyers
- Account Info
- Log Bid
- [View Bids]
- Log Quote
- View Quotes
- Supplier Search
- Build Broadcast List
- Reports

**City of Gainesville - Purchasing Division**

P.O. Box 490, Station 32  
Gainesville, FL 32602-0490

**Sole Source Posting**

**Notice of Intent to Accept Products and/or Services from a Specified Source (Axon Enterprise, Inc.)  
SSP -180104-0-2018/MS**

Sealed bids will be received by the City of Gainesville, Florida from qualified firms to furnish the goods and/or services identified in the specifications document.

or  
The City of Gainesville (hereafter "City") is accepting proposals from qualified firms to furnish the goods and/or services identified in the specifications document.

There will be a non-refundable fee of \$2.00 per set of plans and specifications (on CD) picked up at the City of Gainesville Purchasing Division.

**Scope of Work:** The Gainesville Police Department intends to purchase Tasers, Taser holsters, Taser cartridges, Taser battery packs, body cameras, extended warranties, and service agreement.

**Ordering Instructions:** This package can be downloaded from Onvia DemandStar on our website at <http://www.demandstar.com>.

**Document Cost:** fee, plus shipping and handling, for delivered hard copies of documents posted, only, to the Onvia DemandStar Web site; \$5.00 for any document package electronically downloaded from the Onvia DemandStar Web site by members without subscriptions that include the City of Gainesville in their subscription service territory. Free of charge for electronically downloaded documents for Onvia DemandStar subscribers that include the City of Gainesville Purchasing Department in their subscription service territory.

**Bid Bond:**

**Pre/Bid Proposal Conference:** N/A

**Due Date/Time:** 1/4/2018 5:00 PM Eastern

City of Gainesville - Purchasing Division must receive bids/proposals no later than said date and time. Bids/Proposals received after the Bid/Proposal Due Date and time are late and will not be considered. Modifications received after the Bid/Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Bid/Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

**NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE CITY OF GAINESVILLE STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.**

The City reserves the following rights: to waive clarifications and exceptions in awarding the bid/proposal in the best interest of the City; to accept or reject any or all bids/proposals; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder/Offeror whose bid/proposal is determined by the City to be in its best interest. It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers.

Contact: Melanie Sowers  
Senior Buyer  
Phone: 3523938779

Onvia DemandStar

<< Return

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Budget & Finance Department  
Purchasing Division  
PO Box 490, Station 32  
Gainesville, FL 32602-0490  
(352) 334-5021  
(352) 334-3163 (fax)

**NOTICE OF INTENT TO PURCHASE SOLE/SINGLE SOURCE PRODUCTS AND/OR SERVICES**

The products and/or services listed below or on the attached pages are believed to be of a unique or proprietary nature and therefore only available from one source.

Posting Start Date/Time	Product/Service	Source of Supply	Posting End Date/Time
December 22, 2017 8:00 AM	Tasers & Body Worn Cameras (with Service Agreement)	Axon Enterprise, Inc.	January 4, 2018 5:00 PM

The above description is intended to describe the products and/or services the City intends to accept. This notice will remain posted for a period of seven (7) business days.

If you believe you have a "like" product or service to offer, please submit descriptive literature and detailed technical specifications by email to [SowersMA@CityofGainesville.org](mailto:SowersMA@CityofGainesville.org). If you prefer, you may mail this information to the buyer at:

City of Gainesville  
Purchasing Department  
Attn: Melanie Sowers  
200 E University Avenue  
Gainesville, FL 32601

Responses to this notice will be used to determine whether bona fide competition exists. If Purchasing does not receive "like" products/service information during this posting period, the purchase order shall be issued to the listed vendor.

**Deadline**

The deadline for receipt of descriptive literature and detailed technical specification is the Posting End Date/Time notified above. Information received after this date/time will not be considered.

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Budget & Finance Department  
Purchasing Division  
PO Box 490, Station 32  
Gainesville, FL 32602-0490  
(352) 334-5021  
(352) 334-3163 (fax)

**Product/Service Description**

Gainesville Police Department will be replacing all of the Tasers currently in inventory. The Taser is a conducted electrical weapon that projects two probes at a target and delivers an electrical charge to achieve neuromuscular incapacitation.

The service contract associated with the replacement will supply unlimited battery and cartridge replacement, targets, the equipment to download data from the unit, and will replace any damaged units for the life of the contract. These Tasers emit a signal when activated by the officer that integrate with Tasers body worn cameras to activate the record function for any camera in a 30 foot radius.

The Body Worn Cameras record audio and video in real time. The cameras have the capability to sync via Bluetooth with a separate monitoring device so that the user could review recorded or live video.

The BWC must record a minimum of 12 hours, have WIFI capability, docking stations for data upload, and have the capability to receive the signal from the Taser to activate the record function.

They must also have the ability for the user to mark all of the videos for inventory with a case number or the like.

The service with the BWC includes the replacement of any damaged camera during the life of the contract, has unlimited on-line/cloud storage of all recordings and the ability to blur, redact, or remove protected information, as well as the ability to send a link of the video to the requestor instead of burning a disc.

# Sole Source Write Up

Please find several items here that highlight what TASER's Axon program provides that's unique to body worn camera programs throughout the U.S. and world. **TASER is able to provide all of these products and services today through the delivery of one, comprehensive ecosystem.** Should you have any questions, please feel free to reach out.

What does TASER (Axon and Evidence.com products/services) provide that is unique to the industry?

- **Capture Systems**

- **Cameras**

- **12 hour continuous record** — we're the only vendor capable of this battery life to-day in two different camera options. Both camera options can record the entire 12 hour shift if the agency has extended shift lengths, investigations, or prefers full shift record.

- **Configurable pre-event buffer for full shift (0-120 seconds)** — we're the only vendor capable of doing a pre-event buffer for an entire shift (up to 12 hours) without battery replacement or camera recharge.

- **Flexible mounting options, two interchangeable camera systems** - we're the only vendor capable of mounting and moving a camera between multiple mounting locations mid-shift (glasses, collar, epaulette, hat, helmet, headband); some officers choose to wear two mounts, wearing one outside and the other when entering a home (especially good for daylight to lower light situations); we're also the only vendor who provides the same camera functionality in a body worn camera system mounted center mass, on a belt, in a pocket, or anywhere on the person with the flexible rapid-lock mounting system. The options between these two cameras and their respective mounts are, combined, unique to the industry.

- **Mobile Applications**

- **Axon View** — allows for immediate playback, review, and annotation of video through an officer's smart device (phone or tablet); also allows an individual (officer, supervisor, tactical individual) to view live footage of an event through a blue-tooth and/or wifi connection within 30 feet of the camera system user).

- **Axon Capture** — allows for an agency to deploy an application for mobile devices (phones and tablets) enabling an officer, detective, or LE user to take video, photographs, or audio recordings in the field (without a separate audio recording device or additional camera system).

- **Uploading, Recharging, Updating**

- **Cloud-Connected Dock and Walk** — we're the only vendor that has a truly seamless workflow in docking as the officers simply dock their camera and walk away (the camera uploads, recharges, and updates without officer/supervisor/administrator involvement); this is also unique insofar as the content uploads directly to the cloud-based storage and management system without the need for local infrastructure beyond direct connection

to the network and power supply. During this process, all data is encrypted to ensure secure transfer while the systems (camera and evidence management system) check to ensure all data uploaded is the same data that was captured on the street (through SHA1 or SHA2 hash mechanisms).

- *Cellular or wi-fi enabled upload from Axon Capture application* (for video, photographs, or audio recordings taken on smart device).

- **Storage & Management**

- *Management Suite* – TASER | Axon is the only vendor today offering the following items in their management system for body camera footage, providing an uptime of 99.98% to agencies across the U.S. (this can also be used for in-car, fixed surveillance, photos, audio / 911 calls, and other data) —
  - Redaction tools (bulk + auto + manual) – so the agency can cut out sensitive pieces of audio and video (two additional levels of provided that others do not provide today — bulk redaction allowing an agency to mass blur or strip audio from multiple files simultaneously and smart redaction allowing an agency to automatically redact part of a video without redacting the video frame by frame; this smart redaction technology also enables the agency to review the automatically redacted data and make in-review adjustments to the algorithm so the system can self-correct and the redaction copy can be finalized more quickly than restarting the automatic redaction process).
  - Electronic sharing — so the agency can send individual files or full case folders of data immediately, through a CJIS-secured link. Sharing is customized to the agency's needs — allowing for link sharing (to someone for immediate download), link sharing for retrieval and review (without downloading), and link sharing for immediate importing into a partner's [Evidence.com](#) instance (where they can store for as long as they need and label according to their own incident numbers). With all sharing, the data is tracked and reported in a chain of custody report — so an agency knows whether someone has received, reviewed, downloaded, and shared data (depending on how the agency provided this data and set the parameters). This level of flexibility and auditing is necessary for the efficiency and efficacy of the program.
  - Prosecutor platform — so the agency can share files and case folders electronically and allow prosecutorial partners to store and manage their data according to their own nomenclature and retention timelines (at no cost).
  - RMS/CAD Integration – so officers do not have to tag metadata in their videos; this happens automatically and matches the RMS/CAD data with [Evidence.com](#) data.
  - Axon Device Manager— so support staff can quickly and efficiently register and assign Axon cameras to their agency and officers: Tap an AB2 to the back of an Android device running [Axon Device Manager](#), search for the officer, tap assign.
  - TASER CEW Management— so the agency armorer can track CEW health across all devices. Upload firing logs, update firmware of devices, and track troubled devices within the agency's [evidence.com](#) account. [Evidence.com](#) also generates trilogy log pulse graphs to visualize CEW energy expenditure and circuit connection.
- *Hosted Storage*

- Unlimited storage plan — we're the only vendor offering unlimited storage for body camera video and mobile uploads (from several inputs — Axon body worn cameras and the Axon Capture Application for photos and audio recordings in the field).
- Complimentary storage for additional data — we provide complimentary storage for additional data the agency chooses to store in [Evidence.com](https://evidence.com) (40 GB per user on the “unlimited” or “Officer Safety” license plans).

- **Services**

- *Professional Services* — TASER | Axon provide in-field support to deploy an agency's program according to their unique timeline and approach (including, at the preference of the agency, pre-deployment planning, pre-deployment infrastructure site walks and installations, hardware and software assignment and agency-customization, training strategy for all hardware and software users, and post go-live review and program modifications).
- *Ongoing Support Services*
  - Regional Support Managers — TASER | Axon provide in-field and remote support for an agency's program through dedicated Regional Support Managers. An individual from the TASER | Axon team will be assigned to the agency to assist in all related program matters, in continuation of the professional services offered at the start of a program, to ensure it's running optimally and all ongoing services are continually provided.
  - Customer Service — TASER | Axon provide 24/7 customer support to augment the work the Professional Service and Regional Support teams provide. At an agency's discretion, they can reach out and receive immediate assistance from a customer service team around the clock to identify and correct all program related issues, thereby minimizing downtime of officers on the street and uptime of an agency's overall program.
- *Legal & Engineering Services* — TASER | Axon provide ongoing legal and engineering services to an agency, upon their election, to assist in legal and engineering questions and representation should data be used in court or its efficacy be called into question at any time during the deployment or after its use.
- *E-Learning Platform* — TASER | Axon provides an online platform for continued learning on the hardware and software systems provided, as well as for the solution enhancements provided every 30-60 days.



170756 B

**Sowers, Melanie A**

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**From:** Campos, Jorge J.  
**Sent:** Thursday, December 21, 2017 10:46 AM  
**To:** Sowers, Melanie A  
**Subject:** Re: Method\_of\_Source\_Selection-2017-11-9

Hello Melanie,

I spoke to Doug this morning and he wanted me to send to you the features that we were looking for, for the body worn cameras and Tasers.

We are replacing all of the Tasers we currently have in our inventory. The Taser is a conducted electrical weapon that projects two probes at a target and delivers a electrical charge to achieve neuromuscular incapacitation.

The service contract associated with the replacement will supply unlimited battery and cartridge replacement, targets, the equipment to download data from the unit, and will replace any damaged units for the life of the contract. These Tasers emit a signal when activated by the officer that integrate with Tasers body worn cameras to activate the record function for any camera in a 30 foot radius.

The Body Worn Cameras record audio and video in real time. The cameras have the capability to sync via Bluetooth with a separate monitoring device so that the user could review recorded or live video. The BTC must record a minimum of 12 hours. Have WIFI capability, docking stations for data upload, and have the capability to receive the signal from the Taser to activate the record function. The ability for the user to mark all of the videos for inventory with a case number or the like.

The service with the BTC includes the replacement of any damaged camera during the life of the contract. The unlimited on-line/cloud storage of all recordings and the ability to blur, redact, or remove protected information. The ability to send a link of the video to the requestor instead of burning a disc.

I sent you the Sole Source documents from AXON and there are a number of other features that could be listed but the important features are the automatic activation of the recordings for taser deployment and other actions like air bag deployment, activation of emergency lights, and the like. If you need more, please let me know.

Captain Jorge Campos  
Gainesville Police Department  
352-393-7784

*"This communication may contain information which constitutes active criminal investigative information or active criminal intelligence information, making said information exempt from public disclosure pursuant to Chapter 119, Florida Statutes. Recipients should carefully evaluate the applicability of any such exemption before disclosing or disseminating the contents to non-law enforcement entities."*



On Dec 19, 2017, at 3:25 PM, Sowers, Melanie A <[SowersMA@cityofgainesville.org](mailto:SowersMA@cityofgainesville.org)> wrote:



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**TERMS AND CONDITIONS**

- 1. Applicability of Terms and Conditions. These Terms and Conditions shall **NOT** apply to:
  - a. procurement of products and services for which the City and Contractor have a pre-existing written agreement.
  - b. procurement of construction services.
  - c. procurement of architectural, engineering, surveying or landscape architectural services (professional services under CCNA).

compositions, secret processes, patented or unpatented inventions, articles or appliance furnished or used under a purchase order resulting from this quotation.

**ALL CONSTRUCTION SERVICES AND PROFESSIONAL SERVICES MUST BE PROCURED BY SEPARATE CONTRACT. PAYMENT WILL NOT BE MADE BY CITY WITHOUT A SEPARATE SIGNED AGREEMENT**

The Contractor guarantees and agrees to indemnify, defend and hold harmless the City, its governing body, and its employees against any and all loss, liability, damages, demands, claims or costs arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation in any other warranty, express or implied.

- 2. The following terms and conditions are applicable to this Purchase Order entered into by and between the City of Gainesville, Florida ("CITY") and Vendor ("Contractor"). This Agreement constitutes the entire agreement between the CITY and Contractor. The City shall not be bound by any other terms unless both parties have executed a separate written agreement for purchases in which case the terms, conditions and specifications of the separate agreement shall take precedence. In the event that this Purchase Order is a result of Contractor's response to a solicitation, the terms, conditions, specifications and pricing of the solicitation shall take precedent. Acceptance of the Purchase Order constitutes acceptance of all conditions stated herein.
- 3. **INSPECTION:** All materials ordered are subject to inspection and test by the City of Gainesville (the "City"). The City shall have the right to reject or to require correction of material found not to conform with this purchase order. At the City's option, rejected material will be held for the Contractor's instruction or, at the Contractor's risk, returned at the Contractor's expense. Payment for material prior to inspection shall not constitute the City's acceptance.
- 4. **ACCEPTANCE:** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Contractor's performance of any work or shipment of any materials covered by this order without having received the City's express written consent to modification of or addition to the terms hereof shall constitute Contractor's acceptance of these terms despite any language to the contrary in Contractor's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by the Contractor shall constitute a waiver of any such language. The City's silence or acceptance of any work performed or materials shipped shall in no event be deemed the City's acceptance of any terms contained in the Contractor's quotation, acknowledgement, confirmation or other communication received from the Contractor which are different from or in addition to the terms hereof.
- 5. **DELIVERY:** Shipment shall be F.O.B. Gainesville unless otherwise stated. Time is of the essence in the filling of this order. No delays in shipment of equipment or materials or rendition of services will be permitted except as authorized by the City in writing. Please notify the City at once of anticipated delay. Excessive or unusual transportation charges caused by Contractor's inability to perform by specified date and in specified quantities shall be charged to Contractor. No additional charges (including shipping and handling) will be accepted or paid unless specifically stated as a line item on the face of this purchase order.
- 6. **DELAY:** The City shall have the right to delay performance for up to three months. If the City shall delay performance for more than three months and either the City or Contractor shall elect to terminate the Contract because of such delay, Contractor's sole remedy shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Contractor's lost profit in respect to the equipment or materials procured, manufactured or kept idle for the City.
- 7. **CANCELLATION:** Right is reserved to cancel this order if Contractor has not performed by specified date and in specified quantities or if any other term or condition is not complied with. In the event of cancellation pursuant to this clause, the City may procure similar articles or services elsewhere by purchase order or otherwise and Contractor shall be liable to the City for excess costs.
- 8. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor agrees that he will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference.
- 9. **INSURANCE:** The Contractor shall maintain insurance sufficient to protect the interests of the City throughout the term of this purchase order.
- 10. **WARRANTY:** In addition to any warranty implied by law or fact, and any other express warranties, Contractor expressly warrants all items to be free from defects in design, workmanship, and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other service warranties of Contractor, shall run to the City. All warranties shall survive inspection, test acceptance of and payment by the City.
- 11. **WARRANTY-PRICE:** Contractor warrants that the City shall not be billed at prices higher than stated on this purchase order unless authorized by the City in writing. Contractor represents that the prices charged for the goods and services covered by this order are the lowest prices charged by the Contractor to buyers of a class similar to the City under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at the time of quotation, sale or delivery. Contractor agrees that any price reduction made in terms covered by this order subsequent to the placement of this order will be applicable to this order. Contractor agrees that no additional charges (including shipping and handling) will be accepted or paid unless specifically stated as a line item on the face of this purchase order.
- 12. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the City, its governing body, and its employees for any and all loss, liability, damages, claims, or demands attributable to any copyright infringement or the use of any copyright or

- 13. **CLEAN UP:** If work is performed on City property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work are removed and the premises are left in a safe and tidy condition.
- 14. **PAYMENT.** The City shall make payment in accordance with the Local Government Prompt Payment Act, Sections 218.70 - 218.80, Florida Statutes. Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).
- 15. **FUNDING:** The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

16. **PUBLIC RECORDS**  
Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency 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 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 the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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-**

@cityofgainesville.org,

170756B

The document (Terms and Conditions) is to be included with every bid.

- You must complete #16 with your department's custodian of public records - Name or Title, telephone number, email address, mailing address. For assistance in the fill-in field select the F1 key.

170950B

1/8/18

The attached Sole Source was posted on DemandStar from December 22 through February 4<sup>th</sup>.

No responses were received.

We had to revise the MOSS form due to an expired quote and price changes.

Melanie Sowers,  
Senior Buyer

- What is status of contract
- Budget discussion
- Pending Commission approval
- Letterhead

	Budget Available	Contract Cost
FY 2018	\$160 GF 200 CPF \$360	275,000
19	\$300K CPF	187,000
20	TBD	\$
21	TBD	\$
22	TBD	\$

170756B

**Sowers, Melanie A**

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**From:** Wilson, Diane M  
**Sent:** Monday, March 05, 2018 1:36 PM  
**To:** Sowers, Melanie A  
**Subject:** RE: budget verification needed

Hi Melanie,

Yes, these are approved. For my own reference, the money is partially in Fund 302 and the remaining \$300k will come from the 2019 debt issuance.

Thank you for checking!

Diane

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**From:** Sowers, Melanie A  
**Sent:** Monday, March 05, 2018 8:42 AM  
**To:** Wilson, Diane M  
**Subject:** budget verification needed

Diane,

I just wanted to verify the following amounts that are budget approved for the GPD tasers and body cameras.

FY 18 \$163,899.00  
FY 19 \$446,073.00

Thank you!

Melanie Sowers  
Senior Buyer  
City of Gainesville, Purchasing  
200 E University Avenue, Room 339  
Gainesville, FL 32601  
352-393-8779  
352-334-3163 fax  
[SowersMA@CityofGainesville.org](mailto:SowersMA@CityofGainesville.org)  
Purchasing Office Hours:  
8AM to 5PM, Mon – Fri