

COUNTY OF ROCKLAND  
Department of General Services  
Purchasing Division

# Contract Award Notification

Title: **Body Camera's, Software, Video Storage & Accessories – 5 Year Pay Plan – R.C. Sheriff**

Contract Period: July 14, 2022 through July 13, 2027

Original Date of Issue: July 14, 2022

Date of Revision:

**BID No: RFB-RC-2022-011**

**Catalog: Law Enforcement**

Authorized Users: Sheriff's Dept.

Address Inquiries To:

Name: Richard Ryan  
Title: Purchaser II  
Phone: (845) 364-3817  
Fax: (845) 364-3809  
E-mail: ryanri@co.rockland.ny.us

**Description**

This contract is for Body Camera's, Software, Video Storage & Accessories

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 22-011	0000012174	Axon Enterprise, Inc. 17800 85 <sup>th</sup> Street Scottsdale, AZ 85255 Contact: Madeline Wiggins contracts@axon.com	800-978-2737    Fax: 480-991-0791

COUNTY OF ROCKLAND  
DGS – PURCHASING DEPARTMENT  
BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD  
POMONA, NY 10970  
TELEPHONE NO.: 845-364-3820  
FAX NO.: 845-364-3809

VENDOR: Axon Enterprise, Inc.

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	BRAND NAME AND PRODUCT CODE
<b>SECTION 1- BODY CAMERAS -ROCKLAND COUNTY JAIL</b>							
1-1	Body 3 -NA10-US-BLK-Rapidlock Camera Axon Body 3 Item # 73202 or Approved Equal	68087	80	EA	\$ 692.01	\$ 55,360.80	73202
1-2	Body 3 -NA10-US-BLK-Rapidlock Camera Axon Body 3 Item # 73202 or Approved Equal	68087	2	EA	\$ -	\$ -	73202
1-3	Rapidlock ,Wing Clip Mount Axon Item # 74028 or Approved Equal,	68087	80	EA	\$ -	\$ -	74208
1-4	USB-C to USB-A cable for AB3 or Flex 2 Axon Item #11534 or Approved Equal	68087	80	EA	\$ -	\$ -	11534
1-5	Rapidlock ,Wing Clip Mount Axon Item # 74028 or Approved Equal,	68087	8	EA	\$ 31.30	\$ 250.40	74028
1-6	USB-C to USB-A cable for AB3 or Flex 2 Axon Item #11534 or Approved Equal	68087	2	EA	\$ 11.00	\$ 22.00	11534
1-7	Body 3 -8 Bay Dock Axon item # 74210 or approved Equal	68087	10	EA	\$ 1,480.05	\$ 14,800.50	74210
1-8	North Amber Power Cord For AB3 8-Bay, AB2 1-Bay /6-Bay Dock Axon item #71019 Or Approved Equal	68087	10	EA		\$ -	71109
1-9	Wall Mount Assembly, Evidence.Com Dock Axon Item #70033 or Approved Equal	68087	10	EA	\$ 43.46	\$ 434.60	70033
1-10	5 year Extended Warranty , Camera Tap ( Price Per Camera for 5 years ) <b>Example: 80 x 400 = 32,000.00</b> Axon item #80464 or Approved Equal	93921	80	YR	\$ 511.15	\$ 40,892.00	80464
1-11	Camera Refresh One Axon item # 73309 or Approved Equal	68050	82	EA	\$ 551.16	\$ 45,195.12	73309
1-12	Camera Refresh Two Axon item # 73310 or Approved Equal	68050	82	EA	\$ 576.71	\$ 47,290.22	73310
1-13	5 Year Extended Camera Warranty, Tap ( Price Per Camera for 5 years ) Axon item #80464 or Approved Equal	93921	2	YR	\$ 511.15	\$ 1,022.30	80464
1-14	5 Year Extended Warranty-Multi-Bay Dock (TAP) ( Price Per Dock for 5 years) Axon item #80465 or Approved Equal	93921	10	YR	\$ 489.60	\$ 4,896.00	80465
1-15	Multi-Bay BWC Dock 1ST Refresh Axon Item #73689	68087	10	EA	\$ 625.62	\$ 6,256.20	73689
1-16	Multi-Bay BWC Dock 2ND Refresh Axon item #73688	68087	10	EA	\$ 654.76	\$ 6,547.60	73688
1-17	Professional Evidence COM License ( Price Per License for 5 years) Axon item #73746 or Approved Equal	20811	5	YR	\$ 2,340.00	\$ 11,700.00	73746

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VENDOR: Axon Enterprise, Inc.

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	BRAND NAME AND PRODUCT CODE	
1-18	10 GB Evidence.Com A-LA-CART Storage ( Price Per Storage for 5 years) Axon item #73683 or Approved Equal	20811	15	YR		\$ -		
1-19	SPPM,Signal connected Battery Pack X2/X26P Axon item # 70116 or Approved Equal	68050	20	EA	\$ 121.76	\$ 2,435.20	70116	
1-20	10 GB Evidence.Com A-LA-CART Storage ( Price Per Storage for 5 years) Axon item #73683 or Approved Equal	20811	500	YR	\$ 24.00	\$ 12,000.00	73683	
1-21	Starter Kit Axon item # 85144 or Approved Equal	68087	1	EA	\$ 2,750.00	\$ 2,750.00	85144	
1-22	Evidence COM Viewer License Axon item # 73687 or Approved Equal	68087	140	EA	\$ 300.00	\$ 42,000.00	73687	
1-23	Performance License Axon item # 73739 or Approved Equal	68087	80	EA	\$ 70.58	\$ 5,646.40	73739	
	<b>Total Lines 1-1 thru 1-23</b>					\$ 299,499.34		\$ 299,499.34
	<b>Total lines 1-1 thru 1-23 Written Out</b>							
<b>SECTION 2- BODY CAMERAS -ROCKLAND COUNTY PATROL</b>								
2-1	Body 3 -NA10-US-BLK-Rapidlock Camera Axon Body 3 Item # 73202 or Approved Equal	68087	40	EA	\$692.01	\$27,680.40	73202	
2-2	Body 3 -NA10-US-BLK-Rapidlock Camera Axon Body 3 Item # 73202 or Approved Equal	68087	1	EA	\$0.00	\$0.00	73202	
2-3	Rapidlock ,Wing Clip Mount Axon Item # 74028 or Approved Equal,	68087	44	EA	\$0.00	\$0.00	74208	
2-4	USB-C to USB-A cable for AB3 or Flex 2 Axon Item #11534 or Approved Equal	68087	44	EA	\$0.00	\$0.00	11534	
2-5	Body 3 -8 Bay Dock Axon item # 74210 or approved Equal	68087	5	EA	\$1,480.05	\$7,400.25	74210	
2-6	North Amber Power Cord For AB3 8-Bay, AB2 1-Bay /6-Bay Dock Axon item #71019 Or Approved Equal	68087	5	EA	\$0.00	\$0.00	71019	
2-7	Wall Mount Assembly, Evidence.Com Dock Axon Item #70033 or Approved Equal	68087	5	EA	\$43.46	\$217.30	70033	
2-8	Evidence COM Basic License ( Price Per License for 5 years) xon item # 73840 or Approved equal	20811	40	YR	\$900.00	\$36,000.00	73840	

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VENDOR: Axon Enterprise, Inc.

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	BRAND NAME AND PRODUCT CODE	
2-9	10 GB Evidence.Com A-LA-CART Storage ( Price Per Storage for 5 years) Axon item #73683 or Approved Equal	20811	40	YR	\$0.00	<b>\$0.00</b>	<b>73683</b>	
2-10	Professional Evidence COM License ( Price Per License for 5 years) Axon item #73746 or Approved Equal	68050	3	YR	\$2,340.00	<b>\$7,020.00</b>	<b>73746</b>	
2-11	10 GB Evidence.Com A-LA-CART Storage ( Price Per Storage for 5 years) Axon item #73683 or Approved Equal	20811	9	YR	\$0.00	<b>\$0.00</b>	<b>73683</b>	
2-12	SPPM,Signal connected Battery Pack X2/X26P Axon item # 70116 or Approved Equal	68087	40	EA	\$120.54	<b>\$4,821.60</b>	<b>70116</b>	
2-13	Signal Sidearm Kit Axon item # 75015 or Approved Equal	68087	40	EA	\$246.51	<b>\$9,860.40</b>	<b>75015</b>	
2-14	Starter Kit Axon item # 85144 or Approved Equal	68087	1	EA	\$2,750.00	<b>\$2,750.00</b>	<b>85144</b>	
2-15	Extended Camera Warranty, Tap Axon item #80464 or Approved Equal	93921	40	EA	\$511.15	<b>\$20,446.00</b>	<b>80464</b>	
2-16	Camera Refresh One Axon item # 73309 or Approved Equal	68087	41	EA	\$551.16	<b>\$22,597.56</b>	<b>73309</b>	
2-17	Camera Refresh Two Axon item # 73310 or Approved Equal	68087	41	EA	\$576.71	<b>\$23,645.11</b>	<b>73310</b>	
2-18	Extended Camera Warranty, Tap ( Price Per Camera for 5 years ) Axon item #80464 or Approved Equal	93921	1	YR	\$511.15	<b>\$511.15</b>	<b>80464</b>	
2-19	Extended Warranty-Multi-Bay Dock (TAP) ( Price Per Dock for 5 years) Axon item #80465 or Approved Equal	93921	5	YR	\$489.61	<b>\$2,448.05</b>	<b>80465</b>	
2-20	Multi-Bay BWC Dock 1ST Refresh Axon Item #73689	68087	5	EA	\$625.62	<b>\$3,128.10</b>	<b>73689</b>	
2-21	Multi-Bay BWC Dock 2ND Refresh Axon item #73688	68087	5	EA	\$654.76	<b>\$3,273.80</b>	<b>73688</b>	
2-22	10 GB Evidence.Com A-LA-CART Storage ( Price Per Storage for 5 years) Axon item #73683 or Approved Equal	20811	1000	YR	\$24.00	<b>\$24,000.00</b>	<b>73683</b>	
2-23	Performance License Axon item # 73739 or Approved Equal	68087	40	EA	0	<b>0</b>	<b>73739</b>	
2-24	Autotagging license Axon item # 73682 or Approved Equal	68087	40	EA	481.42	<b>19256.8</b>	<b>73682</b>	
	<b>Total Lines 2-1 thru 2-24</b>					<b>\$215,056.52</b>		<b>\$ 215,056.52</b>

**BODY CAMERAS, SOFTWARE, VIDEO STORAGE AND ACCESSORIES -R.C.SHERIFF**

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 FAX NO.: 845-364-3809

VENDOR: Axon Enterprise, Inc.

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	BRAND NAME AND PRODUCT CODE	
	<b>Total lines 2-1 thru 2-24 Written Out</b>							Total Price
SECTION 3 PERCENT OFF MANUFACTURERS LIST PRICE								\$ <b>514,555.86</b>
3-1	Discount to be offered from "Manufacturers Nationally Recognized Price list" For ancillary items not covered in Sections 1 and 2 <b>One copy of price list to be submitted with bid as indicated in specifications, and each time prices change annually.</b> (Bidder must enter 0 in appropriate column if there is no discount offered). <b>Percent Discount shall be entered as a whole number EX: 10% = 0.10</b>	68050	50		0			
Upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: i) a Letter of Acceptance; or ii) a fully executed contract; or iii) a Purchase Order authorized by the Commissioner								
Print Name: _____ Name of person responsible for this solicitation								
<b>By signing this solicitation, I acknowledge that I have downloaded, read, and accept</b>								

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TITLE: **Body Cameras, Software, Video Storage and Accessories-5 Year Payment Plan**

**RFB -RC-2022-011**

PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State’s Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: [www.rcpurchasing.com](http://www.rcpurchasing.com)
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County’s contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board, or agency, unless such purchase may be made upon the same terms, conditions, and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State’s contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division’s website at [www.rcpurchasing.com](http://www.rcpurchasing.com). The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County’s specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

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## **SPECIFICATIONS**

### **1. SCOPE**

- 1.1. The County of Rockland Sheriff's office wishes to purchase body cameras including hardware, software licensing, cloud storage and accessories or approved equals. All listed bid items will be purchased on a 60-month payment plan with one annual payment made each year. Please see proposal pages and product specifications on pages 11 & 12 of this solicitation. Modifications of or additions to basic standard models or less size or capability to meet these requirements will not be acceptable. Equipment furnished must meet or exceed specifications.

### **2. REQUIREMENTS**

- 2.1. The equipment furnished under this specification must be the latest improved model in current production, as offered to commercial trade, and will be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. Used, shopworn, demonstrator, prototype, or discontinued models **ARE NOT ACCEPTABLE**.
- 2.2. The units are to be completely assembled and adjusted, and all equipment including standard and supplemental equipment is to be installed and the units made ready for continuous operation. The potential vendor must provide equipment, software and accessories that is fully developed and has been pre-tested or otherwise deemed functional. Under no circumstances will developmental or beta products or software be accepted.
- 2.3. All parts not specifically mentioned which are necessary for the units to be complete and ready for operation or which are normally furnished as standard equipment are to be furnished by the vendor. All parts must conform in strength, quality, and workmanship to the accepted standards of the industry.
- 2.4. The units provided must meet or exceed all Federal and State of NY safety, regulations, and standards in effect and applicable to equipment furnished at the time of manufacture.
- 2.5. If Bidding on an equal product, bidders are to furnish manufacturer's specifications, descriptions, and literature with the bid.
- 2.6. The vendor must have at least three (3) years' experience and list (3) municipalities utilizing the body cameras, cloud storage and supply documentation outlining the technology and storage solution for the product offered.
- 2.7. Bidder must have full service and parts facility available to perform warranty repairs or replace non-functioning units.
- 2.8. Manuals: Successful bidder is to provide two (2) copies of operator's manual.
- 2.9. Bids containing restrictions will not be acceptable unless the Rockland County Purchasing department deems the restrictions conform to the County of Rockland requirements.
- 2.10. Pricing is to include the training of County of Rockland personnel, consisting of the operation and maintenance of the equipment. All training to be completed on the County of Rockland property.

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**3. OPERATING, STORAGE and ACCESS SYSTEM SPECIFICATIONS**

3.1 All data storage must incorporate off-site maintenance and management. Cloud storage must be in the United States. Data storage must be provided via a SaaS agreement that includes cloud, data storage, maintenance and management.

**3.1.1 Host Sites**

- The data center facility, where the online capabilities are to be hosted, must have redundant power, cooling, network links, storage etc. Geographic redundancy with failover capabilities is preferred. Tier 4 data center standards are preferred but other facilities that meet the above requirements will be considered.
- A staging environment for data, services and applications is required to complete QA/QC procedures before pushing updates to the live website.
- All products including monitoring of servers must be available over the Internet, 24 hours a day, 7 days a week at 99.9% up-time guarantee with redundancy on dedicated VPS to provide the County with the security of a dedicated environment and fulfills all requirements for County access.
- Data storage must be provided for **at least 1-2 TB of data**, with additional storage available as an option. Vendor must indicate additional costs, if any, **to exceed 2 TB of storage minimum.**
- **Hosting**
- Proposal must include hosting fee schedules as it relates to server capacity (memory size, disk size, network speeds, transfer limits, CPU, guaranteed 99.9% uptime, maintenance, redundancy, alert procedures back up and achieve procedures, etc.; on dedicated VPS to provide the County with the security of a dedicated environment and fulfills all requirements for County access

**3.1.2 SECTION 508 COMPLIANT**

Websites are to be Section 508 compliant as it relates to County agency websites and project specific related funding.

- 3.2 Be remotely accessible 24-hours daily, 365 days per year, without the use of proprietary software (cloud/web).
- 3.3 Provide security against unauthorized access attempts and comply with CJS-D-ITS-DOC-08140-5.9.
- 3.4 Be readily expandable to meet increased storage demand and permit labeling and/or tagging of data by users via mobile applications.
- 3.5 Permit viewing of videos stored on a camera via Bluetooth and Wi-Fi connection to a smartphone mobile application. Also allow for simultaneous, synchronous viewing up to 4 videos captured at the same scene without the use of any external software applications.
- 3.6 Permit assignment and reassignment of cameras in the field by administrators via mobile application(s).
- 3.7 Permit upload of still pictures by users via mobile application(s).
- 3.8 Support the creation of multiple user groups with administrators-configurable parameters and provide customizable passwords, IP-based restrictions and enforce multifactor user authentication.
- 3.9 Provide automated video, audio redaction within the same system in which video and other digital evidence is stored.
- 3.10 Provide query-based usage and analytic report generation.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.



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- 3.11 All Cameras and docks are to be refreshed every 30 months for the duration of the program at no additional charge.
- 3.12 Provide a digital, instant sharing solution that permits limited and audible access of stored digital files for other law enforcement entities identified as evidence sharing partners. (e.g., Rockland County District Attorney’s Office)

**All equipment must conform to all applicable Federal, State and Local regulations.**

**4. APPROVED EQUAL - BRAND NAME**

- 4.1. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.
- 4.2. Determination of whether an item is an approved equal is the sole determination of the County of Rockland. Determination on an approved equal will be made during the evaluation process.
- 4.3. If submitting an alternate or approved equal machine, bidder shall submit two (2) copies of brochures, specifications and any other pertinent information, with the bid. This information should be attached directly behind the detailed specifications or uploaded to Bonfire.
- 4.4. In the event that an alternate is bid, the County of Rockland reserves the right to request a demonstration of the specific model bid. Failure to furnish the demonstration by **March 30, 2022**, would render the bid for that item as non-responsive.
- 4.5. If submitting an alternate or approved equal machine, bidder must provide the brand name and model in the Bid Proposal Page as specified or the bid will be rejected.

**5. DELIVERY, ACCEPTANCE AND PAYMENT**

- 5.1. All equipment and accessories to be factory or dealer installed prior to delivery.  
  - Delivery of equipment is to be completed within four (4) weeks from receipt of a purchase order or as indicated on the Purchase Order. Equipment not delivered within this time frame may be canceled or, at the County of Rockland’s option, an extension may be granted, whichever is in the County’s best interest. Delivery shall be during business hours (Monday through Friday, 9:00am to 5:00 pm).
- 5.2. Advanced notification of delivery is to be given at least one day prior.
- 5.3. If equipment is canceled for non-delivery, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 5.4. STATEMENT OF INTENT: It is the intent of the County of Rockland that equipment is delivered in full compliance with the specification.
- 5.5. ACCEPTANCE INSPECTION: All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five working days. The vendor will be notified within this time frame of any units not delivered in full compliance with the Purchase Order Specifications. If equipment is cancelled for non-

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acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

- 5.6. A working day is defined as a calendar day, not including Saturdays, Sundays or regularly observed State and Federal holidays.
- 5.7. Invoices will be submitted to the County of Rockland Finance Department upon Final Acceptance of equipment delivered. Final Acceptance to be determined by the Authorized Representative of the County of Rockland.

**6. DISCOUNT**

- 6.1 Vendor is to offer a percent discount from Manufacturer’s nationally recognized price list in section 3 of proposal pages. Discount will be utilized to order ancillary items not covered in sections 1 and 2 which will have a fixed price for a period of 5 years. All discounts must be firm and fixed for the period covered by manufacturer’s current annual price list. If uploaded on Bonfire site, Percent Discount is to be entered as a whole number **EX:10%= 0.10** on the proposal pages.
- 6.2 **Vendor is to send one copy of manufacturer’s price list as indicated above with bid. This can be provided using a CD/DVD or WEBSITE access to Manufacturer Pricing Website. Upon award if hard copy provided, dealers are required to send one copy to Rockland County Sheriff’s Office and Jail**

**7. WARRANTY**

- 7.1. The unit of equipment shall be warranted against all defects in material and workmanship for a period of 5 Years. Manufacturer’s warranty information shall be included with bid submission.
- 7.2. INTENT: During the warranty period the vendor will be responsible for, materials, and other costs associated with required warranty repair.
- 7.3. EQUIPMENT MAINTENANCE: It is the County’s policy to maintain the equipment in accordance with the manufacturer’s published recommendations.

**8. NON- APPROPRIATIONS CLAUSE**

- 8.1 The agreement may be terminated for non-appropriations and the County will return the equipment. The County will only be responsible for payment up to the termination date with no penalties.

**9. AWARD**

- 9.1. Bid will be awarded to the lowest responsible bidder who meets the stated requirements for sections 1 through 3.

**10. QUESTIONS**

- 10.1 All questions should be addressed in writing to the Rockland County Purchasing Department prior to this date (**March 8, 2022**) by faxing to 845-364-3809 or emailing [purchasing@co.rockland.ny.us](mailto:purchasing@co.rockland.ny.us) all questions will be answered and uploaded on the Bidnet system by way of addendum.

**See product specifications on pages 11 & 12 and answer “Comply of List Alternative Specifications”**

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

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<b>Body Cameras and Accessories</b>	<b>BIDDER TO NOTE COMPLY OR LIST ALTERNATIVE SPECIFICATIONS</b>
<p>Body 3 -NA10-US-BLK-Rapidlock Camera                      Must Include:                      Video Resolution-1080-720H-720L-480                      Pre-Event buffer of 30 seconds, 1 minute, 2 minutes in all resolutions                      Video lens field of view 140 degrees or higher.                      Night Vision Capabilities                      IP Rating -IP 67                      Video Format-MPEG-4                      Battery Life-12 Hours with onboard battery indicator.                      Drop Test- (6ft Ambient-4ft Cold)                      Storage- 64 GB local storage.                      Operating Temperature-(-20C to 50C)                      Buttons and switches sized to accommodate gloved hands.                      Mute Mode.                      Silent/dark covert mode; no notifications or lights of any kind                      Omission of audio in pre-event buffer                      Encrypted Data storage                      Provide automatic offload when docked.                      Permit charging via Dock or USB.</p> <p>Axon Body 3 Item # 73202 or Approved Equal</p>	
<p>Rapidlock, Wing Clip Mount                      Camera Mount must accommodate a variety of uniform options, i.e., Shirt/Jacket pockets, Dress Shirt, Polo Shirt or Outerwear                      Axon Item # 74028 or Approved Equal,</p>	
<p>USB-C to USB-A cable for AB3 or Flex 2                      Axon Item #11534 or Approved Equal</p>	
<p>Body 3 -8 Bay Dock                      Must operate on 110-120 vac 60hz with or without adapters.                      Must incorporate industry-standard data connections and interface protocol.                      Must use secured communications with cloud storage solution.                      Must be mountable in data racks, on flat surfaces or walls.                      Must operate independent of any computer or workstation.                      Axon item # 74210 or approved Equal</p>	
<p>North Amber Power Cord for AB3 8-Bay, AB2 1-Bay /6-Bay Dock                      Axon item #71019 Or Approved Equal</p>	
<p>Rapidlock, Wing Clip Mount                      Axon Item # 74028 or Approved Equal</p>	
<p>North Amber Power Cord for AB3 8-Bay, AB2 1-Bay /6-Bay Dock                      Axon item #71019 Or Approved Equal</p>	

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Body Cameras, Software, Video Storage and Accessories-5 Year Payment Plan**

**RFB -RC-2022-011**

<b>Body Cameras and Accessories</b>	<b>BIDDER TO NOTE COMPLY OR LIST ALTERNATIVE SPECIFICATIONS</b>
5 -Year Extended Warranty Camera Tap (Price Per Year Per Camera) Axon item #80464 or Approved Equal	
5 -Year Extended Warranty-Multi-Bay Dock (TAP) (Price Per Year Per Dock) Axon item #80465 or Approved Equal	
10 GB Evidence.Com A-LA-CART Storage Axon item #73683 or Approved Equal	
<b>Professional Evidence COM License</b> Standard features to include Automated Redaction Agency Analytics Human Transcription Services Restricted Evidence View Group Monitoring Bulk User Creation and Management Multi-cam Playback Redaction Studio  Axon item #73746 or Approved Equal	
<b>Evidence COM Basic License</b> Standard features to include:  Evidence Storage Case Management tools Audit Trails Internal and External Sharing Custom Retention Policies Custom Roles and Permissions Single Sign-on (SSO) Device Manager Axon item # 73840 or Approved Equal	
<b>All hardware must be refreshed at least every 30-months for the duration of the program.</b>	



**DEPARTMENT OF GENERAL SERVICES,  
PURCHASING DIVISION**

**RIDER – TERMS MODIFICATION  
RFB-RC-2022-011**

- I. The parties agree to modify Appendix A, General Terms & Conditions (Commodities & Non-Professional Services) (“Appendix A”) as follows:**
1. Section 52(c) of Appendix A is hereby deleted in its entirety and replaced with:
    - 52(c) The Contractor shall be solely responsible for assuring that deliveries are made to the County-authorized location. Any losses resulting from the Contractor’s failure to deliver Product to County-authorized location shall be borne exclusively by the Contractor.
  2. Section 53 of Appendix A is hereby deleted in its entirety and replaced with:
    53. Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received at the County-authorized location. Acceptance shall occur once the Product is delivered or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Any delivery of the Product that will be determined by the Authorized User to be substandard or not comply with the Contract terms may be rejected and returned to the Contractor for replacement in accordance with Contractor’s warranty process.
  3. Section 56 of Appendix A is hereby deleted in its entirety and replaced with:
    56. When the Product is rejected, it must be removed by the Contractor from the premises of the receiving entity within thirty (30) calendar days of notification of rejection by the Authorized User. Upon rejection notification, the risk of loss of the rejected or non-conforming Product shall remain with the Contractor. Rejected items not removed by the Contractor within thirty (30) calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.
  4. Section 63 of Appendix A is hereby deleted in its entirety.
  5. Section 65(a) of Appendix A is hereby deleted in its entirety and replaced with:
    - 65(a) Termination for Convenience: The County of Rockland may terminate this Contract when it is in the County of Rockland’s best interest, in whole or in part, at any time with a fifteen (15) day advanced written notice to the Contractor. The Contractor shall be paid for the Products delivered and accepted by the County. If the County purchases the Product for less than the contracted price and this Contract terminates before the end of the term, the Contractor will invoice the County the difference

between the contracted price for Products received and amounts paid towards those Products. The Contractor shall promptly submit its termination claim to the County of Rockland to be paid. If the Contractor has property in its possession belonging to the County of Rockland, the County will account for the same and dispose of it in a manner the County of Rockland directs.

6. Section 65(c) of Appendix A is hereby deleted in its entirety and replaced with:

65(c) **Opportunity to Cure:** The County of Rockland, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to County of Rockland's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within thirty (30) calendar days after receipt by Contractor of a written notice from County of Rockland setting forth the nature of said breach or default, County of Rockland shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the County of Rockland from also pursuing all available remedies against Contractor and its sureties for said breach or default.

7. Section 77(d) of Appendix A is hereby deleted in its entirety and replaced with:

77(d)(i) The County's warranty coverage period warranty will be for a 5-year term, which includes the Product manufacturer's one (1) year warranty plus a 4-year extended term. The Contractor warrants that the Contractor-manufactured Product is free from defects in workmanship and materials for a period of one (1) year from the date of receipt of the Product. The 4-year extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the Product, or force majeure during the extended warranty period. Product cartridges and smart cartridges that are expended are deemed to have operated properly. The Contractor's manufactured accessories are covered under a limited ninety (90) day warranty from the date of receipt. If the Contractor receives a valid warranty claim within the warranty period, the Contractor agrees to repair or replace the Product which the Contractor determines in its sole discretion to be defective under normal use, as defined in the product instructions. The Contractor's sole responsibility under this warranty is to either repair or replace with the same or like product, at the Contractor's option.

77(d)(ii) Product Registration and Updates. The County of Rockland should update Product software and/or firmware as they become available through the Contractor, as well as perform periodic data uploads to the Contractor's Evidence (Evidence.com) services or download/backup copies of the information, data, and/or video contained on the Contractor's product storage media to protect the contents and as a precaution against possible operational failures. To register the Product, the County of Rockland must go to [www.axon.com/register](http://www.axon.com/register). Registration of the Product allows the Contractor to contact the County of Rockland with important product notifications and provides a record in case of product loss or theft. Registration is voluntary, and failure to register will not diminish the warranty provided in this Section 77(d).

77(d)(iii) Warranty Repair Procedure. For warranty return and repair procedures, including troubleshooting guides, please go to the Contractor's websites [www](http://www).

axon.com/support or www.evidence.com. As indicated in the Product user manual or quick start guide. Failure to provide the required information for the returned Product will delay the return of the repaired or replaced item. If the County of Rockland fails to provide the required information, including the RMA number, the Contractor assumes no liability for loss of the returned Product. Any Product under warranty repair that the County of Rockland received from the Contractor but has not paid for when required, or for which the Contractor-required information has not been provided during a period of ninety (90) days after receipt of the Product by Contractor is deemed abandoned, and Contractor may dispose of the Product without liability, compensation, or further notification to the County. Before delivering the Product for warranty service, the County's responsibility is to upload the data contained in the Product to the Evidence.com services or download the Product and keep a separate backup copy of the contents. During warranty service, the contents of the storage media will be deleted and reformatted. The Contractor is not responsible for any loss of software programs, data, or other information on the storage media or any other part of the Product services. The Product will be returned to the County configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty.

77(d)(iv) Exclusions and Limitations. This warranty does not apply, and the Contractor will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Contractor products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by the Contractor at the time of their use; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to the Product or part that has been repaired or modified by persons other than the Contractor's authorized personnel or without the written permission of the Contractor; or (e) if any Contractor serial number has been removed or defaced.

77(d)(v) To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the provisions contained herein.

8. Section 77(e) of Appendix A is hereby deleted in its entirety and replaced with:

77(e) A replacement Product will be new or like new and have the remaining warranty period of the original Product or ninety (90) days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes the County of Rockland's property, and the replaced item becomes the Contractor's property. After the warranty period, the Contractor may, at its sole option, repair or replace the Product for a fee.

9. Section 78 of Appendix A is hereby deleted in its entirety and replaced with:

78. Contractor hereby warrants and represents to fully indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees without limitation from suits, actions, damages and costs of every name and description arising out of the intentional, negligent, or reckless acts or omissions

of Contractor, its officers, employees, subcontractors, partners, or agents, in any performance under this Contract including: i) personal injury, damage to real or personal tangible property, ii) negligence, either active or passive, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner shall require.

10. Section 79(a) of Appendix A is hereby deleted in its entirety and replaced with:

79(a) Contractor's liability for any claim, loss, or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation, or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) seven hundred fifty thousand dollars (\$750,000.00), whichever is greater.

**II. The parties agree to modify the Specifications section as follows:**

1. Section 4.1 of the Specifications is hereby deleted in its entirety and replaced with:

4.1 Delivery of equipment is to be completed within two (2) months from receipt of a purchase order or as indicated on the Purchase Order. Equipment not delivered within three (3) months may be canceled or, at the County of Rockland's option, an extension may be granted, whichever is in the County's best interest. Delivery shall be during business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.).

2. Section 4.5 of the Specifications is hereby deleted in its entirety and replaced with:

4.5 ACCEPTANCE INSPECTION: All equipment ordered with this request will be subject to inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five working days. The vendor will be notified within this time frame of any units not delivered in full compliance with the Purchase Order Specifications. If equipment is rejected for non-conformance, the needed equipment shall be replaced with a conforming Product by the vendor.

3. Section 6.1 of the Specifications is hereby deleted in its entirety and replaced with:

6.1 This Contract may be terminated for non-appropriations. The County shall return the unpaid portion of the Product and unused cartridges within thirty (30) calendar days of the date of termination unless a longer return period is agreed upon in writing with the Contractor ("Return Period"). The County shall only be responsible for returning the Product received, accepted, but not paid for, with no penalties. If the County does not return the Product within the Return Period, the Contractor



shall invoice the County the difference between the contracted price of the Product and the unpaid amount of the Product.



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**Axon Cloud Services Terms of Use Appendix**

1. **Definitions.**

- 1.1. **“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.
- 1.2. **“Evidence”** is media or multimedia uploaded into Axon Evidence as ‘evidence’ by an Agency. Evidence is a subset of Agency Content.
- 1.3. **“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.
- 1.4. **“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.

5.1. 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.

5.2. 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 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.

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## EXHIBIT A – AXON APPENDICES

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 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
  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 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.
    - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
    - 12.2. 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.
    - 12.3. 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.
    - 12.4. 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 may limit usage should the Agency exceed an average rate of 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:
    - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    - 13.2. 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;
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## EXHIBIT A – AXON APPENDICES

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- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6. 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 Axon Cloud Services; or
  - 13.7. use Axon Cloud Services 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.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 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 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 1<sup>1</sup>. 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

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<sup>1</sup> 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.



## EXHIBIT A – AXON APPENDICES

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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 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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## EXHIBIT A – AXON APPENDICES

### 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 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 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 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Agency need</li> <li>• Register cameras to Agency domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<b>Dock configuration</b> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<b>Best practice implementation planning session</b> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon instructor training (Train the Trainer)</b> 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
<b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go-live review</b>

- 3. Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one 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 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> </ul>
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## EXHIBIT A – AXON APPENDICES

<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access</li> </ul>
<b>/Dock configuration</b> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<b>Axon instructor training (Train the Trainer)</b> 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
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<b>Implementation document packet</b> 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 day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>Dedicated Project Manager</b> 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
<b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>System Admin and troubleshooting training sessions</b> 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
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>
<b>TASER CEW inspection and device assignment</b> 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.
<b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.

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

<b>Archival of CEW Firing Logs</b> 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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## EXHIBIT A – AXON APPENDICES

### 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 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **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.
9. **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.
10. **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.
11. **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
12. **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 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 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **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.



## EXHIBIT A – AXON APPENDICES

### 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 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 Term.** OSP 7 begins on the date specified in the Quote (“OSP 7 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 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. 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 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 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.



## EXHIBIT A – AXON APPENDICES

### 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 days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as 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 as soon as reasonably practicable 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.

**DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION**

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**ADDENDUM # 1**

**RFB-RC-2022-011**

**Body Camera's, Software, Video Storage and Accessories-5 Year Pay Plan -  
R.C. Sheriff**

**Bid closing date is being revised to close on 3/31/2022 at 3pm.**

**Proposal pages are also being revised to add several lines omitted in error.**

**The Lines added on proposal pages are 1-20, 1-21, 1-22, 1-23, 2-22, 2-23,  
and 2-24.**

**If you have already downloaded the bid table in Bonfire, please go back in  
and download the new bid table. If you have submitted your bid in Bonfire  
please go in and resubmit your proposal.**

The information in this addendum supersedes any contradictory information set forth in the contract documents. Acknowledge receipt of this addendum in the space provided on the signature page of the bid proposal. Failure to do so, may subject the bidder to disqualification. This addendum forms a part of the contract documents.

**SIGNED:**

*Paul J. Brennan*

**PAUL J. BRENNAN, FNIGP, CPPO  
DIRECTOR OF PURCHASING**

ADDENDUM

3/7/22