



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 30, 2019

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: BRUCE KRUG
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4534

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS17788-BODY_CAM
Body Cameras and Related Data Storage / Management

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a two (2) year period from September 9, 2019 to August 31, 2021. Each contract may be renewed for six (6) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

Axon Enterprise, Inc 17800 N 85th Street Scottsdale, AZ 85255 Jeffery Childs 800-978-2737 jchilds@axon.com FSF # 0000034751	COBAN Technologies, Inc 11375 West Sam Houston Parkway South #800 Houston, TX 77031 David Hinojosa 281-925-0488 ext. 130 dhinojosa@safefleet.net (SafeFleet is the sales arm of COBAN) FSF # 0000065906

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4. DELIVERY AND PICKUP

The ordering Agency shall contact the vendor(s) in advance of order placement to determine product or service delivery times based on the needs of the Agency.

The ordering Agency shall review Item 12 of this document prior to placing an initial order.

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5. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

6. PRICING

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Prices will remain firm for the term of the contract year.

See appendices to this document for pricing.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17788-BODY_CAM on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

An ordering Agency must engage their designated DTI Customer Engagement Specialist (CES) prior to initial order of products or services. Given the variety of data storage / management options available under this contract, DTI will work with the ordering Agency to ensure appropriate data security configurations.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a) Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b) Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c) When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d) The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e) If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

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Appendix A – Pricing for Axon

	Body Cameras - Axon			
Item	Model or Part Number	Price each 1-5 units per order	Price each 6-20 units per order	Price each 20+ units per order
Body Camera <u>Inclusive of the core requirements identified in Scope of Work sections 3.a and 3.b</u>	74001 Axon Body 2 (two \$29.95 mounts are included a la carte for \$0 with Axon Body 2 camera purchase; \$29.95-\$39.95 for each additional mount. All Axon Body 2 mounts listed below in Value Added section). 11528 Axon Flex 2 + 11532 Axon Flex 2 Controller	74001 Axon Body 2: \$399.00 ea. 11528 Axon Flex 2 (\$449.00) + 11532 Axon Flex 2 Controller (\$150.00): \$599.00 ea.	74001 Axon Body 2: \$399.00 ea. 11528 Axon Flex 2 (\$449.00) + 11532 Axon Flex 2 Controller (\$150.00): \$599.00 ea.	74001 Axon Body 2: 1-5 \$399.00 ea. 11528 Axon Flex 2 (\$449.00) + 11532 Axon Flex 2 Controller (\$150.00): \$599.00 ea.
Desired Features	If a particular feature below is included in the price above enter "inc"			
Non-glare touch controlled video screen	Not applicable	Not applicable	Not applicable	Not applicable
Wireless Upload	inc	inc	inc	inc
Vehicle mounting option	N/A - Both cameras include 640x480 High SD and Low SD, and are capable of 12+ hours of continuous battery life not requiring a vehicle mounting/charging option.	N/A - Both cameras include 640x480 High SD and Low SD, and are capable of 12+ hours of continuous battery life not requiring a vehicle mounting/charging option.	N/A - Both cameras include 640x480 High SD and Low SD, and are capable of 12+ hours of continuous battery life not requiring a vehicle mounting/charging option.	N/A - Both cameras include 640x480 High SD and Low SD, and are capable of 12+ hours of continuous battery life not requiring a vehicle mounting/charging option.
Record video / audio inside and outside of vehicle	inc	inc	inc	inc

Charging / docking stations with data upload functionality	74009 1-bay + Core Axon Dock for Axon Body 2: \$249.00 ea. 74008 6-bay + Core Axon Dock for Axon Body 2: \$1,495.00 ea. 11536 1-bay + Core Axon Dock for Axon Flex 2: \$249.00 ea. 11537 6-bay + Core Axon Dock for Axon Flex 2: \$1,495.00 ea.	74009 1-bay + Core Axon Dock for Axon Body 2: \$249.00 ea. 74008 6-bay + Core Axon Dock for Axon Body 2: \$1,495.00 ea. 11536 1-bay + Core Axon Dock for Axon Flex 2: \$249.00 ea. 11537 6-bay + Core Axon Dock for Axon Flex 2: \$1,495.00 ea.	74009 1-bay + Core Axon Dock for Axon Body 2: \$249.00 ea. 74008 6-bay + Core Axon Dock for Axon Body 2: \$1,495.00 ea. 11536 1-bay + Core Axon Dock for Axon Flex 2: \$249.00 ea. 11537 6-bay + Core Axon Dock for Axon Flex 2: \$1,495.00 ea.	74009 1-bay + Core Axon Dock for Axon Body 2: \$249.00 ea. 74008 6-bay + Core Axon Dock for Axon Body 2: \$1,495.00 ea. 11536 1-bay + Core Axon Dock for Axon Flex 2: \$249.00 ea. 11537 6-bay + Core Axon Dock for Axon Flex 2: \$1,495.00 ea.
Catalog Discount				
		Percentage Discount	Percentage Discount	Percentage Discount
Percentage discount off published list price for parts & additional accessories		0	0	0
Value Added options				
				Price
Axon Body 2 Battery/Mounts: 74006 Axon Body 2 Battery \$29.95 ea.; 74018 Z-Bracket, Men's, Axon RapidLock \$29.95 ea.; 74019 Z-Bracket, Women's Axon RapidLock \$29.95 ea.; 74020 Magnet, Flexible, Axon RapidLock \$29.95 ea.; 74021 Magnet, Outerwear, Axon RapidLock \$29.95 ea.; 74022 Small Pocket, 4" (10.1 cm), Axon RapidLock \$29.95; 74023 Large Pocket, 6" (15.2 cm), Axon RapidLock \$29.95 ea.; 11507 MOLLE Mount, Single, Axon RapidLock \$29.95 ea.; 11508 MOLLE Mount, Double, Axon RapidLock \$39.95 ea.; 11509 Belt Clip Mount, Axon RapidLock \$29.95 ea. Axon Flex 2 Mounts: 11544 Oakley Flak Jacket Kit, Axon Flex 2 \$149.00 ea.; 11545 Collar Mount, Axon Flex 2 \$29.00 ea.; 11554 Clip, Oakley, Axon Flex 2 \$9.00 ea.; 11546 Epaulette Mount, Axon Flex 2 \$29.00 ea.; 11547 Ballcap Mount, Axon Flex 2 \$19.00 ea.; 11555 Mount, Ballistics Vest, Axon Flex 2 \$19.00 ea.; 11548 Universal Helmet Mount, Axon Flex 2 \$19.00 ea.; 11549 Tactical SWAT Kit with ARC Rail, Axon Flex 2 \$49.00 ea.				\$9.00 ea. - \$149.00 ea.
70112 Axon Signal unit (1 per car/motor)				\$279.00 ea.
70116 Axon Signal Performance Power Magazine (SPPM)				\$89.99 ea.

	Data Storage and Management - Axon			
Milestone				Price
1)	Planning and Design			\$0
2)	Customization			\$0
3)	Implementation and User Acceptance			\$0
4)	Training			\$0
5)	Closeout and Final User Acceptance			\$0
			TOTAL	\$0
87001 Basic Evidence.com			1 year license	10 GB storage
89001 Pro Evidence.com			1 year license	30 GB storage
85123 Evidence.com Unlimited Plan			Annual payment	40 GB storage per license
	Options			Price
Additional gigabytes of storage				85035 Evidence.com storage (GB): 1 year: \$0.75 per gigabyte
Additional three (3) years of warranty / service				85070 TASER Assurance Plan Axon Body 2 annual payment \$204.00 ea./annual & 85054 TASER Assurance Plan Axon Flex 2 annual payment \$276.00 ea./annual 85079 TASER Assurance Plan Axon Dock Single Bay annual payment \$36.00 ea./annual & 87026 TASER Assurance Plan Axon Dock 6-Bay annual payment \$216.00 ea./annual
Annual Licensing				Price
1-50 users				87001 Basic Evidence.com license: 1 year - \$180.00 ea. 89001 Pro Evidence.com license: 1 year - \$468.00 ea. 85123 Evidence.com Unlimited Plan annual payment*: 1 year - \$948 ea. *This license tier is only available

				for 3-year or 5-year terms
51 - 100 users				87001 Basic Evidence.com license: 1 year - \$180.00 ea. 89001 Pro Evidence.com license: 1 year - \$468.00 ea. 85123 Evidence.com Unlimited Plan annual payment*: 1 year - \$948 ea. *This license tier is only available for 3-year or 5-year terms
Unlimited users				87001 Basic Evidence.com license: 1 year - \$180.00 ea. 89001 Pro Evidence.com license: 1 year - \$468.00 ea. 85123 Evidence.com Unlimited Plan annual payment*: 1 year - \$948 ea. *This license tier is only available for 3-year or 5-year terms
Value Added options				
				Price
85100 Evidence.com integration license, annual payment				\$180.00 ea.
85055 Axon Full Service - Training				\$15,000.00 per package
Advanced User Management, annual payment				\$120.00 ea
API and Development Support, annual payment				\$120.00 ea

Appendix B – Pricing for COBAN

	Body Cameras - COBAN			
Item	Model or Part Number	Price each 1-5 units per order	Price each 6-20 units per order	Price each 20+ units per order
Body Camera <u>Inclusive of the core requirements identified in Scope of Work</u> sections 3.a and 3.b	FOCUS-01-00	\$450.00	\$450.00	\$450.00
Desired Features	If a particular feature below is included in the price above enter "inc"			
Non-glare touch controlled video screen	N/A	N/A	N/A	N/A
Wireless Upload	WIR-FOCUS-01	\$75.00	\$75.00	\$75.00
Vehicle mounting option	MFOCUS-01	\$125.00	\$125.00	\$100.00
Record video / audio inside and outside of vehicle	FOCUS-02-00 (Vehicle Dock)	\$475.00	\$475.00	\$465.00
Charging / docking stations with data upload functionality	FOCUS-01-14 (Single Dock)	\$40.00	\$40.00	\$35.00
	FOCUS-03-00 (8 Bay Dock)	\$1,295.00	\$1,295.00	\$1,200.00
Catalog Discount				
		Percentage Discount	Percentage Discount	Percentage Discount
Percentage discount off published list price for parts & additional accessories		5%	5%	7%
Value Added options bidder may wish to present for consideration				Price
(Optional for using non-COBAN provided storage) FOCUS X1 3-Year Technology Replacement Package Includes: - Software Right To Use license, Maintenance and Technical Support - Hardware Warranty and Technical Support - Replacement camera at the end of 24 and/or 48 months - Unlimited cloud storage requires a review of agency usage and retention policies during contract negotiation.				\$870.00

(Optional for using non-COBAN provided storage) FOCUS X1 5-Year Technology Replacement Package Includes: - Software Right To Use license, Maintenance and Technical Support - Hardware Warranty and Technical Support - Replacement camera at the end of 24 and/or 48 months - Unlimited cloud storage requires a review of agency usage and retention policies during contract negotiation.	\$1,270.00
FOCUS X1 Vehicle Dock 3-Year Technology Service Plan -3 year hardware service plan with technology upgrade protection	\$135.00
FOCUS X1 Vehicle Dock 5-Year Technology Service Plan - 5 year hardware service plan with technology upgrade protection	\$250.00
FOCUS X1 8-BAY Dock 3-Year Technology Service Plan -3 year hardware service plan with technology upgrade protection	\$600.00
FOCUS X1 8-Bay Dock 5-Year Technology Service Plan - 5 year hardware service plan with technology upgrade protection	\$1,000.00

Data Storage and Management - COBAN				
Milestone			Price	
1) Planning and Design			Included with Annual Licensing	
2) Customization			\$175.00 per Hour	
3) Implementation and User Acceptance			\$ 3,095.00 Onsite Implementation and Training	
4) Training			Included with item 3	
5) Closeout and Final User Acceptance			Included with item 3	
			TOTAL	\$ 3,095.00 + \$175.00 per Hour for Customization
Number of gigabytes of storage included in base package			Unlimited	
	Options			Price
Additional gigabytes of storage			N/A	
Additional three (3) years of warranty / service			Included with Annual Licensing	
Annual Licensing			Price	

1-50 users	\$ 1,188.00 per device
51 - 100 users	\$ 1,188.00 per device
Unlimited	\$ 1,188.00 per device
Value Added options bidder may wish to present	
for consideration	Price
Cloud Storage Annual License Includes: - Software Right To Use license, Maintenance and Technical Support - Hardware Warranty and Technical Support - Replacement camera at the end of 24 and/or 48 months - Unlimited cloud storage requires a review of agency usage and retention policies during contract negotiation. - Minimum of 3yr subscription	Included in Annual Licensing