

RESOLUTION 2024-27

**PURCHASE OF EQUIPMENT FOR CITY OF MARIETTA**

**WHEREAS**, the purchase of equipment, materials and supplies is necessary to perform the duties relative to the functions lawfully imposed upon or assumed by the City of Marietta; and

**WHEREAS**, the following described equipment is needed to allow for the performance of the above described duties/functions; **TEN (10) BODY WORN CAMERA SYSTEMS;**

**WHEREAS**, in accordance with Section 2-172 of the Code of Ordinances, the following sole-source bid for the purchase was submitted:

<b>AXON</b>	<b>AS DETAILED IN QUOTE</b>	<b>\$37,024.40</b>
<b>5 YEAR PAYOUT-</b>	<b>1<sup>ST</sup> YEAR-</b>	<b>\$3,702.44</b>
	<b>2<sup>ND</sup> YEAR-</b>	<b>\$8,330.49</b>
	<b>3<sup>RD</sup> YEAR-</b>	<b>\$8,330.49</b>
	<b>4<sup>TH</sup> YEAR-</b>	<b>\$8,330.49</b>
	<b>5<sup>TH</sup> YEAR-</b>	<b>\$8,330.49</b>

**WHEREAS**, staff recommend the purchase of equipment as submitted by **BODY WORN CAMERA SYSTEMS**, based upon the following justification: **REPUTABLE COMPANY, PREVIOUS EXPERIENCE, WARRANTY, FEATURES;** and

**WHEREAS**, funding is available to provide for this expenditure within the budget of the current fiscal year, under the following department/account: **01-75-800**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Marietta:

1. The purchase of **TEN (10) BODY WORN CAMERA SYSTEMS** as submitted by **AXON** is hereby approved based on:
  - the recommendation of staff as previously indicated.
  - the following: \_\_\_\_\_.
2. The expenditure for the purchase will be deducted from the following department/account:  
**01-75-800**

**PASSED** by the City Council and **SIGNED** by the Mayor this 13<sup>th</sup> day of August, 2024.

CITY OF MARIETTA

*Kermit McKinney*

KERMIT MCKINNEY, MAYOR

ATTEST

*Dottie Gwin*

DOTTIE GWIN, CITY CLERK



RESOLUTION 2024-27  
Purchase of Equipment/Materials/Supplies for the City of Marietta



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

Q-597159-45495.918JT

Issued: 07/22/2024

Quote Expiration: 09/01/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 338887

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Marietta PD UPDATED 700 S Highway 77 Marietta, OK 73448-4204 USA	Marietta Police Dept. - OK 700 S Highway 77 Marietta OK 73448-4204 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jack Torgler Phone: Email: jtorgler@axon.com Fax:	Brett Harris Phone: 580-276-9371 Email: bharris@mariettaok.city Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$37,024.40</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$37,024.40</b>

**Discount Summary**

Average Savings Per Year	\$4,387.20
<b>TOTAL SAVINGS</b>	<b>\$21,936.00</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Nov 2024	\$3,702.44	\$0.00	\$3,702.44
Nov 2025	\$8,330.49	\$0.00	\$8,330.49
Nov 2026	\$8,330.49	\$0.00	\$8,330.49
Nov 2027	\$8,330.49	\$0.00	\$8,330.49
Nov 2028	\$8,330.49	\$0.00	\$8,330.49
<b>Total</b>	<b>\$37,024.40</b>	<b>\$0.00</b>	<b>\$37,024.40</b>

Quote Unbundled Price: \$58,960.40  
 Quote List Price: \$37,102.40  
 Quote Subtotal: \$37,024.40

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
M00003	BUNDLE - ACQUISITION	10	60	\$89.51	\$53.08	\$52.95	\$31,770.00	\$0.00	\$31,770.00
<b>A la Carte Software</b>									
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	60		\$27.12	\$27.12	\$3,254.40	\$0.00	\$3,254.40
<b>A la Carte Services</b>									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
<b>Total</b>							<b>\$37,024.40</b>	<b>\$0.00</b>	<b>\$37,024.40</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	11/01/2024
BUNDLE - ACQUISITION	100206	AXON BODY 4 - 8 BAY DOCK	1	1	11/01/2024
BUNDLE - ACQUISITION	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	11/01/2024
BUNDLE - ACQUISITION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2024
BUNDLE - ACQUISITION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2024
BUNDLE - ACQUISITION	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	11	1	11/01/2024
BUNDLE - ACQUISITION	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	05/01/2027
BUNDLE - ACQUISITION	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	05/01/2027

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	12/01/2024	11/30/2029
BUNDLE - ACQUISITION	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	12/01/2024	11/30/2029
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	12/01/2024	11/30/2029

**Services**

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1



**Warranties**

<b>Bundle</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	10	11/01/2025	11/30/2029
BUNDLE - ACQUISITION	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	11/01/2025	11/30/2029

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	700 S Highway 77	Marietta	OK	73448-4204	USA

## Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$325.44	\$0.00	\$325.44
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$200.00	\$0.00	\$200.00
Year 1	M00003	BUNDLE - ACQUISITION	10	\$3,177.00	\$0.00	\$3,177.00
<b>Total</b>				<b>\$3,702.44</b>	<b>\$0.00</b>	<b>\$3,702.44</b>

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$732.24	\$0.00	\$732.24
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$0.00	\$450.00
Year 2	M00003	BUNDLE - ACQUISITION	10	\$7,148.25	\$0.00	\$7,148.25
<b>Total</b>				<b>\$8,330.49</b>	<b>\$0.00</b>	<b>\$8,330.49</b>

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$732.24	\$0.00	\$732.24
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$0.00	\$450.00
Year 3	M00003	BUNDLE - ACQUISITION	10	\$7,148.25	\$0.00	\$7,148.25
<b>Total</b>				<b>\$8,330.49</b>	<b>\$0.00</b>	<b>\$8,330.49</b>

Nov 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$732.24	\$0.00	\$732.24
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$0.00	\$450.00
Year 4	M00003	BUNDLE - ACQUISITION	10	\$7,148.25	\$0.00	\$7,148.25
<b>Total</b>				<b>\$8,330.49</b>	<b>\$0.00</b>	<b>\$8,330.49</b>

Nov 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$732.24	\$0.00	\$732.24
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$450.00	\$0.00	\$450.00
Year 5	M00003	BUNDLE - ACQUISITION	10	\$7,148.25	\$0.00	\$7,148.25
<b>Total</b>				<b>\$8,330.49</b>	<b>\$0.00</b>	<b>\$8,330.49</b>

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

Contract NASPO OK-MA-145-21-100 (PA-Oklahoma OK SW1057A) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

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

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



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Signature

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Date Signed

7/22/2024

