



★ RUSH ★

Blanket Contract # 20210687

City of Springfield Blanket Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			SD	06/08/2021
Police Department	ccc	7/21/21	ccc	7/21/21
City Comptroller	LKL	7/22/21	LKL	7/22/21
Law	AF	7-23	AF	7-23
CAFO	Jmgn	7-23	Jmgn	7-23
Mayor	CG	7/26	CG	7/30
Office of Procurement	SD	8/2/2021		

Vendor No.: 17392 Contract No: 20210687 Blanket Contract Date: 05/01/2021

Blanket Contract Amount \$150,000.00

Blanket Renewal Date: 05/01/2022

Blanket Contract Expiration Date: 04/30/2024

Req No.:

Act No.:

Bid No.: 21-110

Vendor Name: Axon Enterprise, Inc.

Blanket Contract Purpose: Price Agreement for Tasers, Training, and Maintenance

Requesting Dept.: SPD

TYPE OF DOCUMENT (Please select at least one):

☒ New ☐ Amendment ☐ Extension ☐ Renewal

PRICE AGREEMENT FOR TASERS, TRAINING AND MAINTENANCE

CITY CONTRACT NUMBER: 20210687

This Agreement is effective as of the date of execution by all listed parties herein, by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Springfield Police Department (hereinafter; "SPD"), with the approval of the Mayor (collectively referred to herein as the "City"), and **Axon Enterprise, Inc.**, a Corporation with a mailing address at 17800 North 85th Street, Scottsdale, AZ 85255, (hereinafter the "Vendor").

WHEREAS, The City is in need of a qualified vendor to provide a wide range of TASER weapons, holsters, related maintenance and training for the SPD in a timely and cost effective manner; and

WHEREAS, The Vendor has the qualifications, expertise, product knowledge and inventory to provide the supplies and is willing to provide the goods/supplies under the terms and conditions of this agreement; and

WHEREAS, the Vendor has provided the City with a satisfactory bid response in accordance with the City of Springfield Invitation for Bids (IFB) No. 21-110, a copy of which is attached hereto as **Exhibit A** and is incorporated by reference, and these services have been procured through the Competitive Bidding process prescribed by M.G.L. Ch. 30B § 5;

NOW THEREFORE, the parties hereby mutually agree as follows:

I. VENDOR'S CONTACT INFORMATION

- A.** The Vendor's Name: **Axon Enterprise, Inc.**
- B.** Contact Person: **Isaiah Fields EVP, General Counsel and Corporate Secretary**
- C.** Telephone: **(480) 905-2000**
- D.** E-mail: **contracts@axon.com**
- E.** City Vendor No.: **17392**

II. SCOPE OF SERVICES

A. General

1. The Springfield Police Department will order TASER weapons, holsters and related products/materials on an as needed basis during the term of this agreement for the

Springfield Law Enforcement, Security, Fire, Rescue and Emergency/Disaster Response Departments.

2. The City of Springfield reserves the right to add mutually agreed upon items/services at any time during the life of the contract.

3. The City will **NOT BE OBLIGATED** to purchase any goods/products under any awarded contract. The City reserves the right to solicit other proposals for work that is not a part of this contract

4. Any materials in the work to be used shall be new, unused, and of recent manufacture and may be tested and inspected at any time by the department.

B. Delivery

1. All prices are to include delivery to the place designated by the SPD. No charges for delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by the SPD. In addition to all other rights and remedies, the City reserves the right to reject items delivered late.

2. The Springfield Police Department designated person will be:

Sergeant Edward VanZandt
EVanZandt@springfieldpolice.net
413-735-1548

Springfield Police Department/Springfield Police Academy

3. Vendor shall retain title to merchandise until accepted by the SPD at the place designated for delivery. Vendor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the SPD for any loss thereby incurred. SPD may reject merchandise that do not match the merchandise listed in the quote provided by Vendor, are damaged, or non-functional upon receipt ("Nonconforming Product") by providing Vendor written notice of rejection within 10 days of receipt. In the event SPD receives a Nonconforming Product, SPD's sole remedy is to return the merchandise to Vendor for repair or replacement as further described in Vendor's standard warranties. Failure to notify Vendor within the 10-day rejection period will be deemed as acceptance of merchandise.

4. All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and repaired or replaced by the Vendor at no cost to the SPD. All products delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.

5. SPD is to establish ordering procedures with the awarded vendor. No order is valid until the vendor receives a Department-authorized Purchase Order Number.

6. All products must be delivered and unloaded in-house or on-site to the location at the vendor's risk with all charges for transportation and unloading prepaid by the vendor. Product delivery is to be made via the vendor's vehicles or common carrier. The vendor must deliver to all areas of the City of Springfield. SPD will also have the option of picking up their orders at the vendor's place of business.

7. If an item is out of stock, the vendor must make every effort to supply the ordered item within the original timeframe. If such arrangements cannot be made, the vendor must make every effort to have the item delivered as soon as possible. Vendor will be penalized in the performance measures for each time a stocked item is not delivered within the required deadlines unless an acceptable alternative is provided and mutually agreed upon by the contract user and the vendor. It is desirable for vendor to deliver product in less than fourteen (14) days.

C. Warranty

1. The vendor shall act as the manufacturer's agent for all warranty issues.
2. All products shall carry the manufacturer's warranty of merchantability and fitness for a particular purpose.
3. All items purchased shall carry a standard manufacturer warranty.
4. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of receipt of the TASER weapon or within ninety (90) days for related accessories.

III. CONTRACT PRICING

A. Compensation

1. The total compensation under this agreement shall not exceed **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)** per year, unless otherwise amended.

B. Pricing, Discount Structure and Rule for Award

1. Contract pricing is based on unit pricing contained in the Vendor's Bid response, attached as **Exhibit B**. Pricing is as follows:

1.	200	each	#20012- Taser 7 Live Cartridge, Standoff (3.5-Degree)	\$ <u>38.00</u>
2.	200	each	#20013- Taser 7 Live Cartridge, Close Quarters (12-Degree)	\$ <u>38.00</u>
3.	200	each	#20014- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Standoff	\$ <u>38.00</u>

4.	200	each	#20015- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Close Quart	\$ 38.00
5.	1	each	#20120- Taser 7 Instructor Course Voucher	\$ 375.00
6.	1	each	#20119- Taser 7 Master Instructor School Voucher	\$ 1,495.00
7.	200	each	#20141- Taser 7 Evidence.Com License	\$ 60.00
8.	250	each	#20063- Taser 7 Holster - Safariland, Right Hand	\$ 80.00
9.	100	each	#20089- Taser 7 Certification Plan Year	\$ 690.00

2. The SPD may purchase any, all, or none of the products specified in accordance with its actual requirements up to the amount of the contract not to exceed limit. The listed products are the products that the City purchases most often, reason but may not be the entirety of goods purchased by the City or offered by the Vendor under this agreement.

3. Prices will remain fixed for the term of the contract. At the time of any extensions, the Vendor may request unit price increases or request to use an updated price list for the extension period.

4. All obligations are subject to prior appropriation therefore.

5. Invoices, in a format required by the City, shall be delivered to:

Springfield Police Department
Attn. Accounts Payable
130 Pearl Street
Springfield, MA 01105

6. No payment will be made until receipt of an itemized, detailed invoice.

IV. TERMS AND SCHEDULE FOR SERVICES

A. Term

1. The term of this contract shall be from **May 1, 2021 to April 30, 2021**. The parties may renew this agreement, upon mutual agreement for two (2) one-year periods.

2. The Vendor will provide the equipment specified in the condition and manner specified by the SPD Director or his designee. Any changes to delivery schedules or terms must be approved by the Police Commissioner or his designee.

V. INSURANCE AND INDEMNITY

A. Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts providing coverage for all claims pursuant to M.G.L. c. 152.

B. Comprehensive automobile and vehicle liability insurance covering claims based on personal injuries, including death, and/or damages to property arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000.00 single limits and \$1,000,000.00 aggregate limits.

C. Commercial general liability insurance covering claims based on personal injuries, including death, or damage to property arising out of any act or omission of the Contractor or of any of its employees, agents, or subcontractors, with not less than \$1,000,000.00 single limits and \$3,000,000.00 aggregate limits.

D. The insurers will be authorized to do business in Massachusetts.

E. The Vendor hereby agrees to and shall at all times indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally responsible, except to the extent caused in part by any neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract. Insurance Certificate should be attached hereto as Exhibit C.

VI. GENERAL

1. The Vendor is an independent contractor and not an employee, agent, partner, joint venturer, or any entity for whose conduct the City is legally responsible.
2. The Vendor agrees to perform all services OR provided all equipment in a professional, competent, proper, and safe manner and to comply with all applicable laws, rules, regulations, codes, ordinances, and all other authority applicable to the goods/services that are the subject of this contract.
3. The Vendor shall be fully liable for any damage to City property caused by the acts or omission of the Vendor or any employee or sub-contractor of the Vendor.
4. The Vendor warrants that the supplies provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and in the City of Springfield IFB 21-110 specifications, attached hereto as Exhibit A and incorporated by reference herein.
5. The Vendor is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

6. The City is not responsible for services, goods, materials, supplies, or expenses incurred during the course of performance of the Services unless prior granted by written order or otherwise herein.

7. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall be unimpaired.

8. Any material changes to the terms of this Agreement, including the time for performance and/or fee for services must be reduced to writing and signed by all authorized representatives of the parties listed on the signature page of this Agreement.

9. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Vendor and City Department/Official.

VII. GOVERNING LAW

A. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflicts of law provisions.

B. The Vendor and the City agree that any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County (except claims by the City of a value less than \$25,000, which claims shall be brought in the Springfield District Court) or the United States District Court for the Western District of Massachusetts, all sitting at Springfield, Massachusetts.

VIII. RECORDS

A. Records. The records of the Vendor insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Vendor which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions.

B. Audit. City Officials and/or their designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records, kept by or under the control of the Vendor, including, but not limited to those kept by the Vendor, its employees, agents, assigns, successors and subcontractors.)

C. The Vendor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least seven (7) years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or

underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Vendor's Massachusetts office or place of business, at no cost to the City. In the event that the Vendor does not have a Massachusetts location, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location which is convenient for the City.

IX. PERFORMANCE, BREACH, TERMINATION

A. The failure of the Vendor to provide the requested services and materials in a timely and satisfactory manner shall constitute a breach of this Agreement. For breach of this Agreement, the City reserves the right to terminate this agreement procure the services and materials from any source whatsoever and the Vendor agrees to pay the difference in the cost to the City of obtaining the substitute services.

B. The City reserves the right to immediately terminate this Agreement for cause being any failure of appropriation, or for any situation of an imminent threat to the public safety or health, all in the judgment of the Commissioner of Police, whose decision shall be final.

C. The City may terminate this Agreement for cause if the Vendor breaches any material obligation under this agreement by sending written notice to the Vendor, effective thirty (30) days after receipt unless the Vendor cures such breach within the 30 day period or, if such breach cannot be cured within 30 days, unless the Vendor commences to cure such breach within the 30 day period and diligently and continuously works to cure the breach thereafter.

D. The City reserves the right to terminate this Agreement for convenience upon thirty (30) days' notice to the Vendor.

E. Upon any termination, the City shall be obligated to pay only for services and materials satisfactorily provided up to the date of termination, less any damages or refunds owed to the City under this contract or the law, including such amounts owed pursuant to Section 13 of Vendor's TASER 7 Agreement incorporated by reference in Exhibit B. In no event shall the Vendor be entitled to recover lost profits, special, incidental, punitive, exemplary or consequential damages.

X. CONFLICT OF LAWS & NON DISCRIMINATION

A. The Vendor shall not discriminate as to its employees or the performance of services on the basis of race, color, religion, gender, sexual orientation, disability, family status, national origin, or any unlawful discrimination.

B. The Vendor warrants that in the performance of this Agreement that Vendor does not have and is not aware of anyone who has any interest, direct or indirect, which will create or cause a conflict of interest in any manner or degree with the performance of the services hereunder, as set forth in chapter 268A of the General Laws.

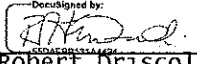
XI. ENTIRE AGREEMENT

A. This Agreement represents the entire and integrated Agreement between the City and the Vendor, and supersedes all prior negotiations, representations or agreements, either oral or written. The Parties acknowledge that they are entering into this agreement freely and voluntarily and are not relying on any terms, conditions or promises, which are not expressly set forth within the terms of this agreement. This Agreement may be amended only by written instrument signed by all of the parties listed on the signature page hereto. No assignment or transfer of the Vendor's interest in this Agreement or the proceeds of this Agreement are valid without the consent of the City.


SIGNATURE PAGE LOCATED NEXT PAGE DOWN

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Police Commissioner, with the approval of the Mayor, and **AXON Enterprise, Inc.**, have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

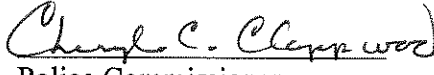
THE VENDOR:
AXON Enterprise, Inc.

DecuSigned by:
Sign: 
Print: Robert Driscoll
Title: VP, Assoc. General Counsel
Date signed: 6/7/2021 | 2:43 PM MST


THE CITY OF SPRINGFIELD:


Office of Procurement
Date signed: 6/19/21

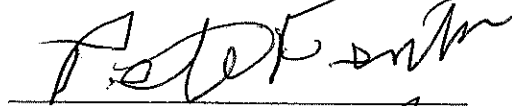
Approved:


Police Commissioner
Date signed: 7/21/21

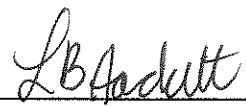
^{LKL} Approved as to Appropriation: ^{N/A}


City Comptroller, Deputy
Date signed: 7/22/21

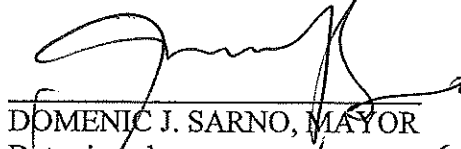
Approved as to Form:


City Solicitor
Date signed: 7.23

Approved:


CAFO
Date signed: 7/26/21

Approved:


DOMENIC J. SARNO, MAYOR
Date signed: 7/29/21



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

**AXON ENTERPRISE, INC.
AUTHORIZATION AND DELEGATION
OF SIGNATURE AUTHORITY**

Pursuant to Section 4.06, "President," in Article IV, "Officers," in the Bylaws of Axon Enterprise, Inc. (fka TASER International, Inc.) ("Axon") dated January 6, 2001, as amended April 10, 2001, I, Luke Larson, acting in my capacity as President of Axon and consistent with the authority granted to me by Patrick Smith, acting in his capacity and within his authority as Chief Executive Officer of Axon, do hereby authorize or confirm authorization of, as applicable, the following individuals to legally bind Axon subject to Axon's internal limitations and policies, including, without limitation, restrictions on contract types and values:

Name	Title
Ahsan, Jawad	Chief Financial Officer
Anderman, Dave	VP, Product Marketing
Biaggne, Tony	VP, Brand Creative
Bobra, Arvind	VP, Financial Planning and Analysis
Brady, Jim	VP, Global Supply Chain
Coleman, Richard	VP and General Manager, Federal
Denzer, Bill	VP, Manufacturing
Driscoll, Robert	VP, Associate General Counsel and Assistant Corporate Secretary
Falk, Sayce	VP, Axon Global Product
Fields, Isaiah	SVP, General Counsel and Corporate Secretary
Goldman, Josh	SVP, Axon Global Operations
Hartford, Jason	VP, Connected Devices Product Management
Holden, Jenner	Chief Information Security Officer
Isner, Josh	Chief Revenue Officer
James, Andrea	VP, Investor Relations
Janssen, Hank	Sr. Director, Site Reliability Engineering
Kirby, Chris	VP, Axon Sales
Lindhout, Daan	VP, Design
Mastellon, Gretchen	SVP, People Operations
Moritz, Hans	VP, Hardware Engineering
Morstad, Matt	VP, Sales Operations
Reitz, James	SVP, Software Engineering
Siegmeth, Sydney	VP, Global Communications
Steele, Darren	SVP, Marketing, Training, and Communications



17800 N 25TH STREET
SCOTTSDALE, ARIZONA 85255

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
Name	Title
Wachtmann, Mark	VP, IT
Wagers, Mike	VP, Axon Ecosystem
Wheeler, Bryan	VP, Axon Records
Zito, Jim	VP, Accounting

Please note, the authorization of signature authority in this letter does not apply to Axon's subsidiaries. For reference, attached hereto as Schedule A and incorporated herein by reference is a chart indicating signature authority for each of Axon's subsidiaries.

This letter supersedes all other prior authorizations of signature authority, including, without limitation, the letter dated 10 January 2018 signed by Doug Klint, acting in his capacity and within his authority as General Counsel of Axon, to all Axon employees regarding "Individuals Authorized to Legally Bind Axon."

The authority granted herein may be revoked at any time for any reason or no reason.

Please direct any questions regarding the foregoing to legal@axon.com.

DocuSigned by:

Signature: _____
6E2B21EE6885488...
Name: Luke Larson
Title: President
Date: 6/19/2019 | 10:27 PM MST

SCHEDULE A

LIST OF AUTHORIZED SIGNATORIES FOR

AXON'S SUBSIDIARIES

(authority indicated with "X")

Entity	Ahsan	Angeloni	Dhir	Driscoll	Fields	Goldman	Isner	Larson	Reitz	Sabella	Sawtell	Scherf	Smith	Spencer
Axon Enterprise Italia S.r.l.		X												
Axon Public Safety Australia Pty Ltd	X						X	X			X			
Axon Public Safety Canada Inc.			X				X	X						
Axon Public Safety UK Limited	X						X	X						X
Axon Public Safety Finland Oy					X	X		X	X					X
Axon Public Safety Germany SE	X						X	X				X	X	X
Axon Public Safety Hong Kong Limited				X			X				X			
Axon Public Safety India Pvt Ltd				X							X			
Axon Public Safety B.V.							X	X					X	X
TASER Holland B.V.							X						X	X
VIEVU, LLC	X				X			X						
Axon Enterprise Holding Company LLC													X	
Axon Public Safety Southeast Asia LLC								X		X				

EXHIBIT A

(Bid 21-110)

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
CITY HALL, RM. 307,
36 COURT STREET, SPRINGFIELD, MA 01103

INVITATION FOR BID

Bid Number: 21-110 Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department

IFBs will be received at the Office of Procurement until 2:00 P.M. EST April 21st, 2021 and will be logged in at that time. Bids received after the due date and time will be returned unopened and not considered.

Vendor must submit their bid response in a sealed envelope marked "21-110, Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department" including the Vendor's name on the sealed envelope and opening date.

By: Raemarie Walker, Purchasing Agent

This proposed procurement is for: Purchase of Tasers, Training, and Maintenance

As requested by: City of Springfield Police Department

Acknowledge addenda number(s) _____

This Proposal is submitted by: _____
(Company Name)

(Company Address)

signed by: _____
(Printed or Typed Name and Title)

_____/_____/_____
(Signature and Date)

Telephone Number: _____ Fax Number _____

E-mail: _____

**IFB No. 21-110 PRICE AGREEMENT FOR PURCHASE OF
TASERS®, HOLSTERS, ACCESSORIES; TRAINING AND
MAINTENANCE**

SPRINGFIELD POLICE DEPARTMENT

CITY OF SPRINGFIELD

Bid Opening Date:

April 21, 2021 2:00 P.M. EST

PART I. INTRODUCTION

A. General

1. The City of Springfield Massachusetts (the "City") through the Springfield Police Department ("SPD") is seeking bids seeks bid responses from qualified vendors to provide Tasers, holsters, accessories, training and maintenance. The purpose of this IFB is to meet the SPD needs for providing safety for the City of Springfield. The resulting contract will allow great flexibility in the purchase of Tasers and related supplies and services.
2. The Selected Vendor will be responsible for providing all necessary labor, supervision, materials, equipment and supplies for the services specified in this IFB. The City will **NOT BE OBLIGATED** to purchase any goods/products under any awarded contract. The City reserves the right to solicit other proposals for work that is not a part of this proposal.
3. The City is seeking vendors that can meet the City's needs to supply Tasers, Holsters, and all Accessories (or approved equivalents) for the Springfield Law Enforcement, Security, Fire, Rescue and Emergency/Disaster Response Departments.
4. This procurement is governed by Massachusetts General Laws Chapter 30B Section 5 and other procurement statutes.

B. Contract Information

1. The City intends to award a single contract to the vendor who is the most responsible and responsive bidder offering the lowest prices for products. Contract award will be based on the pricing for all of specified Tasers and Accessories. Total Contract value is estimated not to exceed **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)** per year.
 - i. A responsive bidder is one who promises to supply the specified supply and/or service and whose bid is properly and completely submitted.
 - ii. A responsible bidder is one who possesses the necessary resources, ability and integrity to fully perform the contract.

2. Inclusion of any conditions in a bid response to this bid proposal, which deviate from this bid, shall be cause for rejection of the bidder's response to this bid solicitation.
3. The Vendor must complete and submit their pricing on the Bid Pricing Form, attached as Exhibit A. Please do not alter the forms. Bidders must submit prices for the bid in both words and figures. In case of discrepancy, written words shall prevail.
4. The awarded contract will be in a similar form as the Sample Contract attached to this IFB as Exhibit B. By submitting a bid, Vendor is accepting they will be bound to the terms and conditions as listed in Exhibit B.

C. Insurance Requirements (As Listed in the Sample Contract, Exhibit B)

1. Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts providing coverage for all claims pursuant to M.G.L. c. 152.
2. Commercial general liability insurance covering claims based on personal injuries, including death, or damage to property arising out of any act or omission of the Contractor or of any of its employees, agents, or subcontractors, with not less than \$1,000,000.00 single limits and \$3,000,000.00 aggregate limits.
3. The insurers will be authorized to do business in Massachusetts.
4. The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally responsible, whether or not caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

II. BID SUBMISSION INFORMATION

A. Questions and Addenda

1. Questions regarding the IFB should be in writing and delivered via email or facsimile (413) 787-6295 to:

Office of Procurement
Attn: Raemarie Walker, Procurement Agent
City Hall – Room 307
36 Court Street
Springfield, MA 01103
rwalker@springfieldcityhall.com

2. All inquiries related to the requirements should prominently refer to "Bid No. 21-110, Price Agreement for the Purchase of Tasers, Training and Maintenance", and the bid opening date. In

order to be considered, questions must be made in writing and received by the Office of Procurement no later than **April 12, 2021 at 4:30 P.M.** Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Bidders(s) holding the bid documents. Bidders should base responses only on the specifications including any addenda.

3. PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Bidder must write the business name of the firm, sign the sheet and fax it to (413-787-6295) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by Massachusetts General Laws.

B. Required Forms

1. The Vendor understands that the following documents included in this bid must be included in the Vendor's response to this bid. If Vendor fails to provide all documents requested below, the bid cannot be considered and will be rejected.
2. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement before the time set for receipt. Review your bid response carefully to be sure all requirements are included.
3. Unnecessary samples, attachments or other documents not specifically asked for should not be submitted. Please enter the firm price in the space provided on your Cost Sheet. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt.
4. The following documents require responses and must be included in the *sealed* bid response package (Required Documents):

1. IFB Cover Sheet (Signed)
2. Exhibit A, Pricing Sheet
3. Exhibit B, Sample Contract (included for Bidder review only, not for bid submission)
4. Non Collusion/Fraud Form
5. Tax Certification Affidavit (must be signed and notarized)
6. Affirmative Action Plan Form
7. Bidders Reference Form
8. Contact Information Sheet
9. Acknowledgment of all Addenda (if issued)
10. All other forms to be completed signed and notarized where applicable

C. Submission Format

1. Submission of Bids. Bidders are required to submit one (1) original Bid Response and one (1) **hard copy**. Any Bids must be submitted in sealed envelopes each of which shall be clearly identified on the outside as; package; "Bid No. 21-110, Price Agreement for the Purchase of Tasers, Training and Maintenance". The Bid envelope shall be placed inside a single container (box, envelope, etc.) clearly identified on the outside as Vendor's name; "Bid No. 21-110, Price Agreement for the Purchase of

Tasers, Training and Maintenance", with bid number and opening date. The bid shall be delivered to the address below:

The Office of Procurement
City of Springfield
Attention: Theo Theocles, Deputy Procurement Officer
36 Court Street, Room 307
Springfield, MA 01103

2. Bidder forms shall be completed in ink, computer or by typewriter. Bids by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or an assistant secretary, the corporate address and state of incorporation shall appear below the signature. Bids by partnerships shall be executed in the partnerships name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Bids by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signatures.

3. Each bid submitted shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the form). The address to which communications regarding the proposal are to be directed shall be shown.

4. A Bidder may correct, modify or withdraw its proposal by written notice received by the City and the address specified above prior to the time and date specified for receipt of bids. After such time, a Bidder may not change its proposal in a manner prejudicial to City or fair competition. All submitted Bid pricing will be held firm by the City for a period of not less than Ninety (90) days.

5. The City shall notify the selected Proposer within the time for acceptance specified above. The selected Bidder will be required to sign a contract with the City (See Contract Form in **Exhibit B**), consistent with this bid proposal, within ninety (90) days of receipt of notice of award. Inclusion of any conditions in a proposal response to this bid proposal, which deviate from this bid proposal, shall be cause for rejection of the proposer's response to this bid proposal.

6. Bid responses must be received by **2:00 PM EST on April 21, 2021**. Bid responses received after the bid opening time will **not** be accepted. Bids delivered to any other office or location will be rejected as non-responsive. If at the time of the scheduled IFB opening, City Hall or the Office of Procurement is closed due to uncontrolled events such as fire or building evacuation, the IFB opening will be postponed until 2:00 PM on the next normal business day. IFB'S will be accepted until that date and time.

7. Proposals shall be delivered by U.S. Mail, overnight delivery service (e.g. UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Proposer's sole responsibility to ensure that its proposal is received at the proper location on or prior to the deadline.

D. Estimated Procurement Calendar

EVENT	DATE
SOLICITATION: RELEASE DATE	April 5 th , 2021
DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS TO CITY OF SPRINGFIELD -- OFFICE OF PROCUREMENT	April 12 th , 2021 4:30 P.M. EST (rwalker@springfieldcityhall.com)
OFFICIAL ANSWERS PUBLISHED (ESTIMATED)	April 14 th , 2021, 4:30 P.M. EST
SOLICITATION CLOSE DATE / SUBMISSION DEADLINE	April 21 st , 2021; 2:00 P.M. EST
CONTRACT(S): ESTIMATED CONTRACT START DATE	No later than May, 2021

III. SCOPE OF SERVICES**A. General**

1. The intent of this Invitation for Bids is to obtain competitive offers and select One (1) vendor to furnish and deliver a variety of Tasers® (or other approved equivalent products), Equipment and Training.
2. The Springfield Police Department will order products/materials on an as needed basis during the term of this agreement.
3. The City of Springfield reserves the right to add mutually agreed upon items/services at any time during the life of the contract.
4. This IFB is designed to identify core product categories that are representative of each supplier's product line for Tasers, Equipment and Training. However, such representation is not limited or restricted to those product categories but is specifically referenced for purpose of determining acceptable discounts as a percent off the current supplier's price list. The City will have the opportunity to add mutually agreed upon products.

B. Delivery

1. All prices to this bid are to include delivery to:

Springfield Police Department
Attn: Radio Division
130 Pearl Street
Springfield, MA 01105

No charges for delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by the SPD. Delivery of items ordered will be required within Fourteen (14) business days after receipt of order unless otherwise mutually agreed upon by the requesting department and the Vendor. In addition to all other rights and remedies, the City reserves the right to reject items delivered late.

2. Contractor shall retain title to merchandise until accepted by the SPD at the place designated for delivery. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the SPD for any loss thereby incurred.

3. All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to the SPD. All products delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.

4. The City department that is making the purchase is to establish ordering procedures with the awarded vendor (s). No order is valid until the vendor receives a Department-authorized Purchase Order Number.

5. All products must be delivered and unloaded in-house or on-site to the location at the contractor's risk with all charges for transportation and unloading prepaid by the contractor. Product delivery is to be made via the contractor's vehicles or common carrier.

6. If an item is out of stock, the contractor must make every effort to supply the ordered item within the original timeframe. If such arrangements cannot be made, the contractor must make every effort to have the item delivered as soon as possible

C. Product Specifications and Branding

1. Products provided by vendors as a result of this IFB shall generally be commercial grade and meet all Federal, City, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the vendor for credit and at no charge to the City. All items purchased shall carry a standard manufacturer's warranty.

2. All specifications included as a part of this Invitation are designed to set forth the level of quality and performances desired by the SPD, and are intended to be descriptive, not restrictive. Whenever any article, material, or equipment is described by use of a product or brand name, or by using the name of a manufacturer or vendor, the use of same is for informative purposes only, and the term "or equal" if not inserted, is implied.

3. Bidders may submit alternate offers on items they deem to be equal or superior in quality and performance to the specifications set forth. However, such offers must designate the manufacturer, brand or trade name, and model number of the items offered, and be accompanied by descriptive material in the form of literature, catalog cuts and specifications fully describing the items proposed, and detailing any deviations from the specifications established by the SPD. Failure to provide this information will be at bidder's risk and may be cause for rejection of the item offered.

4. The responsibility to determine the equivalence of quality and performance of any item offered to the specifications established for this specification rests solely with the SPD and its decision shall be final.

D. Warranty

1. The vendor shall act as the manufacturer's agent for all warranty issues.
2. All items purchased shall carry a standard manufacturer warranty.
3. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of the product.

E. Pricing, Discount Structure and Rule for Award

1. Unit prices only are to be entered on the bid form (See Exhibit A) for the SPD's requirements during the contract term. The SPD may purchase any, all, or none of the products specified in accordance with its actual requirements up to the amount of the contract not to exceed limit.
2. Core Items, listed in Exhibit A will be an evaluation tool and will be an integral part of the vendor evaluation process for contract award, but the City will not be limited to purchasing only these products. The listed products are the products that the City purchases most often, and will be used for awarding purposes for this reason.
3. Award for this contract will be awarded to One (1) bidder who are the most responsive and responsible and who offer the lowest price.

F. Restocking

1. Vendors are required to take back any item within thirty (30) days of receipt of the order at no charge to the City, except in the case of special order items.
2. For special order items, the vendor is not allowed to charge a restocking fee. If the requesting department, through their own fault, incorrectly ordered the item(s), the department will pay for return shipping. If the ordering is due to incorrect information from the vendor or any other vendor error, the vendor must pay for return shipping.

IV. ADDITIONAL SERVICE REQUIREMENTS

A. General Information

1. This IFB does not give the successful bidder(s) the proprietary right on sale of products covered within this IFB. This IFB and resulting contract are intended to supplement existing primary commodity contracts.
2. The City is not required to purchase any items from any Vendor and reserves the right to purchase such supplies from other vendors.
3. Bidders are required to have an established customer service and technical support team. Bidders must identify in their bid response their customer service and technical support teams who will be dedicated to this contract.
4. Bidders must identify in their bid response a Contract Manager to be the contact person responsible for contract compliance during the term of the resulting contract. This contract manager will remain as

liaison as long as the City deems that person capable of supporting the awarded contract. (The Contract Manager can be the same person as identified in Section Three).

5. The City of Springfield and its subdivisions accepts no liability and will provide no accommodation to vendors who submit a bid based upon an out-of-date solicitation document.

6. The bidder may not alter the IFB or its components except for those portions intended to collect the vendor's response (cost pages, etc.). Modifications to the body of the IFB, specifications, terms and conditions, or any other documents that would change the intent of this IFB are prohibited. Any modifications other than where the vendor is prompted for a response will disqualify the bid.

IV. INVOICING AND BILLING REQUIREMENTS

A. The awarded vendors **must** agree to apply lump payments to the appropriate invoices. To clarify, the City Treasurer's Office may print one check that combines payments from several different City entities. The invoice will have itemized information for each payee that includes: the agency's invoice numbers; the listed retail cost, the dollar amount being paid by the agency toward each invoice; the agency's accounting code and part of its name. The vendor must specify a customer service representative to resolve any problems or discrepancies with billing. The City (including any allowable user of this contract) is not to be automatically put on a delinquent status and denied purchasing ability due to an error on the part of the Vendor or the Vendor's financial institution. Vendor must assign a customer service representative to act as a liaison between the financial institution and the City. The vendor receives a Department-authorized Purchase Order Number.

B. The Vendor is required to invoice the SPD by individual job for materials purchased. The Vendor will be issued an individual work order and purchase order, at the time of the material request (should it be during normal business hours), for each supply, and should be noted on the invoice upon submittal.

C. The Vendor is required to respond to work authorized only by the SPD. Any work solicited from a building occupant or other City Department will not be paid for as part of this agreement.

D. All invoices should be sent to the Police Department at:

Springfield Police Department
Attn. Accounts Payable
130 Pearl Street
Springfield, MA 01105

Invoices shall include description of material, job location, P. O. reference number and material costs.

END OF SPECIFICATIONS

BID LISTING SHEET- Exhibit A**Ship to: Springfield Police Department, 130 Pearl Street, Springfield MA 01103 Attn: Officer VanZandt**

Item No.	Est. Quantity	Unit	Description	Unit Cost
-------------	------------------	------	-------------	--------------

Tasers & Accessories "or equal"

1.	200	each	#20012- Taser 7 Live Cartridge, Standoff (3.5-Degree)	\$ _____
2.	200	each	#20013- Taser 7 Live Cartridge, Close Quarters (12-Degree)	\$ _____
3.	200	each	#20014- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Standoff	\$ _____
4.	200	each	#20015- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Close Quart	\$ _____
5.	1	each	#20120- Taser 7 Instructor Course Voucher	\$ _____
6.	1	each	#20119- Taser 7 Master Instructor School Voucher	\$ _____
7.	200	each	#20141- Taser 7 Evidence.Com License	\$ _____
8.	250	each	#20063- Taser 7 Holster - Safariland, Right Hand	\$ _____
9.	100	each	#20089- Taser 7 Certification Plan Year	\$ _____

Total Amount (Unit Cost). Add up total of items 1-9 above: \$ _____

Total Amount in Words: \$ _____

If bidding an equal the item quoted must be approved by the State of Massachusetts protocol regulations for Tasers.

****SAMPLE CONTRACT******CITY CONTRACT NO.**

**CONTRACT FOR PURCHASE OF TASERS AND ASSOCIATED ACCESSORIES FOR THE
SPRINGFIELD POLICE DEPARTMENT**

This Agreement is made this XXXXXX, at the City of Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between XXXXX, with a principal place of business XXXXX (hereinafter called the Vendor), and the City of Springfield, a municipal corporation with an address of 36 Court Street, Springfield, Hampden County, MA. 01103, acting by and through its Police Department - with the approval of its Mayor (hereinafter called the "CITY").

WHEREAS, the Springfield Police Department is in need of a Vendor to supply specific law enforcement products (Tasers and associated Taser accessories) in order to better serve the public and perform its departmental function and mission; and

WHEREAS, the Vendor is the producer and seller of the desired Tasers, Taser equipment, and Taser accessories, attached hereto at Exhibit A; and

WHEREAS, the goods to be purchased under this agreement being procured, by the City pursuant Bid No. 21-110, by Massachusetts General Laws Chapter 30B; and

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

I. SCOPE OF SERVICES

A. The City agrees to purchase and the Vendor agrees to sell and deliver, FOB Taser's shipping facility to the Springfield Police Department the following Taser products and equipment, as further described in the Vendor's bid submission (Including terms and conditions) attached hereto as Exhibit B.

B. Purchase Breakdown:

- | | | | | |
|----|----|------|---------|---|
| 1. | 12 | each | #22003- | Handle, Yellow, Class III, X2 Taser CEW |
| 2. | 50 | each | #22501- | Holster, Blackhawk, Right, X2, 44HT01BK-R-B |
| 3. | 10 | each | #22504- | Holster, Blackhawk, Left, X2 44HT01BK-L-B |
| 4. | 1 | each | #22013- | Kit, Data port download, USB, X2/X26P |
| 5. | 5 | each | #80004- | Target, Conductive, 2 Part, Top & Bottom |

6. 500 each #22151- Cartridge, Performance, Smart, 25'
7. 100 each #22155- Cartridge, Performance, Smart, Inert Sim, 25'
8. 75 each #22011- APPM, Battery Pack, Auto Shutoff, X2/X26P
9. 12 each #22014- Warranty, 4 Year

C. Total Liability to the City of Springfield under this Agreement- Not to Exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) annually.

D. Satisfaction. The Vendor is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

E. Vendor's Warranty. The Vendor warrants that the products provided hereunder shall conform to the Requirements, Promises, and Covenants more specifically set forth in the Vendor's Warranty, Attached hereto as Exhibit C.

II. MATERIAL CHANGES TO AGREEMENT, CONTRACT CONTACTS

A. Any material changes to the terms of this Agreement and Vendor's quote (See, Exhibit B), including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Vendor and the City of Springfield.

B. Vendor Contact. The parties agree that XXXX shall be the principal representative of the Vendor assigned to this agreement, available at (XXX) XXX-XXXX, and XXXX@XXXX

C. Police Contact. In the performance of this Agreement, the Vendor's primary contact person at the Police Department is Officer VanZandt, @ XXXX@springfieldpolice.net. The Police Department Liaison or his/her designee will be the Vendor's contact person at the Police Department, will respond to the Vendor's questions related to the Project, and will receive the Vendor's reports and deliverables related to the Project.

D. Notices. Notices to the parties under this Agreement shall be sent to the following addresses unless a party specifically notifies the other party in writing that notices should be sent to a different person or address.

The City: City of Springfield
Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103
(413) 787-6284

The Vendor: XXXX

E. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

F. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when either received in person or mailed by first class mail postage prepaid or other delivery service, including overnight delivery, to the intended recipient hereof at its address shown above or to such other address as such intended recipient may specify in a notice pursuant to this section.

G. Successors and Assigns. The City and the Vendor each bind themselves and their legal representatives to all covenants of this Agreement. Neither the City nor the Vendor shall assign any interest in this Agreement or transfer any interest in the same without prior written approval of the other party thereto.

III. COMPENSATION

A. Not to Exceed Fee: In consideration for the services rendered by the Vendor as described in Exhibit A, Exhibit B, and this Agreement, the City shall compensate the Vendor in an amount not to exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00). See Exhibit B.

B. Invoices: The Vendor shall invoice the Police Department for goods provided. The City shall make payment after processing by the City Comptroller and City Treasurer, and within thirty (30) days of receipt of invoices. Invoices shall be submitted to:

Springfield Police Department
Attn: Accounts Payable
130 Pearl Street
Springfield, MA 01105
(413) 787-6318

C. Invoices must include the following minimum information: purchase order number, quantity and description of items or services shipped/provided, unit price, total dollar amount, vendor invoice number, and state contract number. Following execution of this Agreement in full, and the issuance of purchase orders for individual purchases under this Agreement, invoices will be paid within 30 days of receipt and approval. Invoices will be reviewed to ensure goods were delivered to satisfaction of the Police Commissioner or his Designee. The City is tax exempt.

D. In the event that invoices are submitted prior to execution of this Agreement by all parties, payment shall be due within 30 days of execution.

E. The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount set forth in paragraph 3(A) unless otherwise amended in writing.

IV. RECORDS

A. The Vendor shall retain all records and accounts, including financial records, for seven (7) years after the expiration of this Agreement, and upon termination or expiration of this Agreement, shall turn all such records over to the City.

V. TERMINATION

A. By the City. The City may terminate this Agreement for cause if the Vendor breaches any material obligation under this agreement by sending written notice to the Vendor, effective 5 days after receipt unless the Vendor cures such breach within the 5 day period or, if such breach cannot be cured within 5 days, unless the Vendor commences to cure such breach within the 5 day period and diligently and continuously works to cure the breach thereafter.

B. By the Vendor. The Vendor may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective 14 days after receipt unless the City cures such breach within the 14 day period or, if such breach cannot be cured within 14 days, unless the City commences to cure such breach within the 14 day period and diligently and continuously works to cure the breach thereafter.

C. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.

VI. INDEMNIFICATION

A. Indemnification: The Vendor shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, the Police Department and their respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Vendor, its agents, associates, Vendors, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

VII. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable state, federal and local laws, and all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Police Commissioner, with the approval of the Mayor, and XXXX, have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

THE VENDOR:
XXXX

BY: _____
Its: _____
Date signed: _____

THE CITY OF SPRINGFIELD:

Chief Procurement Officer

Springfield Police Department

Approved as to Appropriation:

City Comptroller

Approved as to Form:

City Solicitor

Approved

CAFO

Date signed: _____

APPROVED:

DOMENIC J. SARNO, MAYOR

Date signed: _____

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____

State Identification Number _____

Federal Identification Number _____

Pursuant to M.G.L. Ch. 62c, sec. 49a.

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____

Please identify if the bidder/proposer/contractor is as:

Corporation _____

Individual _____

Name of Individual: _____

Partnership _____

Names of all Partners: _____

Limited Liability Company _____

Names of all Managers: _____

Limited Liability Partnership _____

Names of Partners: _____

Limited Partnership _____

Names of all General Partners: _____

You must complete the following certification and have the signature(s) notarized on the lines below.

TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best
 (Authorized Agent) (Bidder/Proposer/Contractor)
 knowledge and belief, has/have complied with all United States Federal, Commonwealth of Massachusetts, and
 City of Springfield taxes required by law.

Bidder/Proposer/Contracting Entity_____
Authorized Person's Signature

Date: _____

Notary Public

STATE OF _____, 2021

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company
 name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the
 contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act
 and deed of [company name] _____.

Notary Public

My commission expires: _____

**YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM
 AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND
 NOTARIZED WILL BE REJECTED.**

MBE/WBE FORM 3

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT _____ BID NO. _____

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
	B	C	D	E	F	B	C	D	E	F

B.) What is your anticipated work force for this project/service? _____

Number of Minorities _____ Number of Females _____

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian,
 Alaskan Native, Cape Verdean, Caucasian.

 AUTHORIZED SIGNATURE

 DATE

 FIRM

 ADDRESS

 TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,
 AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS
 PROVIDED OR NOT.**

REFERENCES

Bidder must provide a listing of five (5) references from previous employers for work performed. Vendor must provide a listing of at least one (1) municipal reference similar in size as the City of Springfield (or a similar, comparable project) for work performed.

1. Name: _____
Address: _____

Telephone Number: _____
E-mail: _____
Dates Worked: _____
Description of Work Performed: _____

2. Name: _____
Address: _____

Telephone Number: _____
E-mail: _____
Dates Worked: _____
Description of Work Performed: _____

3. Name: _____
Address: _____

Telephone Number: _____
E-mail: _____
Dates Worked: _____
Description of Work Performed: _____

- _____
- _____
- _____
4. Name: _____
- Address: _____
- _____
- Telephone Number: _____
- E-mail: _____
- Dates Worked: _____
- Description of Work Performed: _____
- _____
- _____
- _____

5. Name: _____
- Address: _____
- _____
- Telephone Number: _____
- E-mail: _____
- Dates Worked: _____
- Description of Work Performed: _____
- _____
- _____
- _____
- _____

Contact Information

Individual who can respond to requests for additional information:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Individual who is authorized to negotiate and sign a contract:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

EXHIBIT B

(Bidder's Response)

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
CITY HALL, RM. 307,
36 COURT STREET, SPRINGFIELD, MA 01103

INVITATION FOR BID

Bid Number: 21-110 Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department

IFBs will be received at the Office of Procurement until 2:00 P.M. EST April 21st, 2021 and will be logged in at that time. Bids received after the due date and time will be returned unopened and not considered.

Vendor must submit their bid response in a sealed envelope marked "21-110, Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department" including the Vendor's name on the sealed envelope and opening date.

By: Raemarie Walker, Purchasing Agent

This proposed procurement is for: Purchase of Tasers, Training, and Maintenance

As requested by: City of Springfield Police Department


Acknowledge addenda number(s) _____ N/A

This Proposal is submitted by: _____
(Company Name)

17800 N. 85th Street, Scottsdale, AZ 85255

(Company Address)

signed by: _____
(Printed or Typed Name and Title)


(Signature and Date) 4 / 06 / 2021

Telephone Number: 480.905.2000 Fax Number 480.991.0791

E-mail: contracts@axon.com

BID LISTING SHEET- Exhibit A**Ship to: Springfield Police Department, 130 Pearl Street, Springfield MA 01103 Attn: Officer VanZandt**

Item No.	Est. Quantity	Unit	Description	Unit Cost
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Tasers & Accessories "or equal"

1.	200	each	#20012- Taser 7 Live Cartridge, Standoff (3.5-Degree)	\$ 38.00
2.	200	each	#20013- Taser 7 Live Cartridge, Close Quarters (12-Degree)	\$ 38.00
3.	200	each	#20014- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Standoff	\$ 38.00
4.	200	each	#20015- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Close Quart	\$ 38.00
5.	1	each	#20120- Taser 7 Instructor Course Voucher	\$ 375.00
6.	1	each	#20119- Taser 7 Master Instructor School Voucher	\$ 1,495.00
7.	200	each	#20141- Taser 7 Evidence.Com License	\$ 60.00
8.	250	each	#20063- Taser 7 Holster - Safariland, Right Hand	\$ 80.00
9.	100	each	#20089- Taser 7 Certification Plan Year	\$ 690.00

Total Amount (Unit Cost). Add up total of items 1-9 above: \$ 2,852

Total Amount in Words: \$ Two Thousand Eight Hundred and Fifty-Two

If bidding an equal the item quoted must be approved by the State of Massachusetts protocol regulations for Tasers.

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Isaiah Fields, EVP, General Counsel and Corporate Secretary

(NAME OF PERSON SIGNING BID)


(SIGNATURE)

Axon Enterprise, Inc.

(COMPANY)

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

N/A
Individual Social Security Number

N/A
State Identification Number

86-0741227
Federal Identification Number

Pursuant to M.G.L. Ch. 62c, sec. 49a,

Company: Axon Enterprise, Inc.
P.O. Box (If any): N/A Street Address Only: 17800 N. 85th Street
City/State/Zip Code: Scottsdale, AZ 85255
Telephone Number: 480.905.2000 Fax Number: 480.991.0791
List address(es) of all other property owned by company in Springfield: N/A

Please identify if the bidder/proposer/contractor is a:

Corporation X
Individual _____ Name of Individual: _____
Partnership _____ Names of all Partners: _____
Limited Liability Company _____ Names of all Managers: _____
Limited Liability Partnership _____ Names of Partners: _____
Limited Partnership _____ Names of all General Partners: _____

You must complete the following certification and have the signature(s) notarized on the lines below.

TAX CERTIFICATION

I, Isaiah Fields certify under the pains and penalties of perjury that Axon Enterprise, Inc., to my best
(Authorized Agent) (Bidder/Proposer/Contractor)
knowledge and belief, has/have complied with all United States Federal, Commonwealth of Massachusetts, and
City of Springfield taxes required by law.

Axon Enterprise, Inc.
Bidder/Proposer/Contracting Entity

[Signature]
Authorized Person's Signature

Date: 04.06.2021

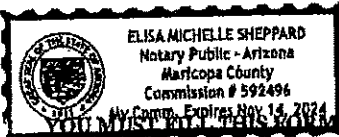
Notary Public

STATE OF Arizona

County of Maricopa, ss.

I, Isaiah Fields, [title] ENP, General Counsel [company name] Axon Enterprise, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Axon Enterprise, Inc.

[Signature]
Notary Public



My commission expires: 11/16/2024

YOU MUST FILE THIS FORM COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

MBE/WBE FORM 3

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT Purchase of Tasers, Training and Maintenance for Springfield PD BID NO. 21-110

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL.B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F
	B	C	D	E	F	B	C	D	E	F
1,799*	634	30	87	112	6	269	22	128	57	8

*Includes 246 males and 200 females that did not provide an ethnicity.

- B.) What is your anticipated work force for this project/service? TBD - Based on availability
 Number of Minorities TBD Number of Females TBD.
- C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories. N/A - Axon Enterprise, Inc. is a publicly traded company

MALE—FEMALE: Black, Hispanic, Asian, American Indian,
 Alaskan Native, Cape Verdean, Caucasian.


 AUTHORIZED SIGNATURE

4/13/2021

DATE

Axon Enterprise, Inc.
 FIRM

17800 N. 85th Street, Scottsdale, AZ 85255
 ADDRESS

480.905.2000
 TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,
 AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS
 PROVIDED OR NOT.**

REFERENCES

Bidder must provide a listing of five (5) references from previous employers for work performed. Vendor must provide a listing of at least one (1) municipal reference similar in size as the City of Springfield (or a similar, comparable project) for work performed.

1. Name: Brockton Police Department - Lt. William Barry
Address: 7 Commercial Street
Brockton, MA 02301
Telephone Number: 508.897.5221
E-mail: wbarry@brocktonpolice.com
Dates Worked: 2012- Present
Description of Work Performed: TASER X2 customer since 2012.
2. Name: Chicopee Police Department - Officer Ted Hitchcock
Address: 110 Church Street
Chicopee, MA 01020
Telephone Number: 413.594.1750
E-mail: ehitchcock@chicopeepolice.com
Dates Worked: 2015 - Present
Description of Work Performed: TASER X2 customer since 2015,
enrolled in our multi-year TASER 60, Technology Assurance and cartridge
and battery plan (UCP).
3. Name: Lowell Police Department - Officer Jose Lorenzi
Address: 50 Arcand Drive
Lowell, MA 01852
Telephone Number: 978.937.3225
E-mail: jlorenzi@lowellma.gov
Dates Worked: 2016 - Present
Description of Work Performed: TASER X2 customer since 2016.

4. Name: MA State Police - Trooper Steven Wohlgemuth
Address: 340 W Brookfield Road
New Braintree, MA 01531
Telephone Number: 781.589.9064
E-mail: steven.wohlgemuth@massmail.state.ma.us
Dates Worked: 2010 - Present
Description of Work Performed: TASER customer since 2010, upgraded
to the X2 platform in January of 2016, enrolled in a multi-year cartridge
and battery plan.

5. Name: Plymouth Police Department - Sgt. Marc Manfredi
Address: 20 Long Pond Road
Plymouth, MA 02360
Telephone Number: 508.830.4218
E-mail: sgtmanfredi@plymouthpolice.com
Dates Worked: 2011 - Present
Description of Work Performed: TASER X2 customer since 2011,
enrolled in our multi-year TASER 60 and Technology Assurance plans.

Contact Information

Individual who can respond to requests for additional information:

Name: Ryan Litner

Title: Senior Proposal Manager

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

Phone Number: 714.329.0719

Email Address: rlitner@axon.com

Individual who is authorized to negotiate and sign a contract:

Name: Robert Driscoll

Title: VP, Associate General Counsel and Assistant Corporate Secretary

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

Phone Number: 480.905.2000

Email Address: contracts@axon.com



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

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April 16, 2021

City of Springfield
Office of Procurement
City Hall, RM. 307
36 Court Street
Springfield, MA 01103

**RE: Requested Exceptions to Invitation for Bid 21-110, Price Agreement
for the Purchase of TASERs, Training and Maintenance for
Springfield Police Department**

Please find below Axon Enterprise, Inc.'s (Axon) exceptions to the above-referenced solicitation. Axon is open to further discussions regarding requested changes, and it reserves the right to negotiate the terms and conditions attached to the solicitation.

1. Addition of Axon's Terms and Conditions.

Axon respectfully requests that its TASER 7 Agreement be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City on these terms and conditions.

2. Part I. Section C(4).

Axon respectfully requests that this section be amended as follows:

The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature arising out of a third-party claim, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally responsible, whether or not except to the extent caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

3. Part III. Section B(1).

Axon respectfully requests that this section be amended as follows:

No charges for delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by the SPD. ~~Delivery of items ordered will be required within Fourteen (14) business days after receipt of order unless otherwise mutually agreed upon by the requesting department and the Vendor. In addition to all other rights and remedies, the City reserves the right to reject items delivered late.~~



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SCOTTSDALE, ARIZONA 85255

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4. Part III. Section B(3).

Axon respectfully requests that this section be amended as follows:
All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to the SPD. The City may reject products that do not match the products listed in the purchase order, are damaged, or non-functional upon receipt ("Nonconforming Product") by providing Contractor written notice of rejection within 10 days of receipt. In the event the City receives a Nonconforming Product, the City's sole remedy is to return the Nonconforming Product to Contractor for repair or replacement. Failure to notify Contractor within the 10-day rejection period will be deemed as acceptance. All products delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.

5. Part III. Section C(1).

Axon respectfully requests that this section be amended as follows:
Products provided by vendors as a result of this IFB shall generally be commercial grade and meet all Federal, City, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the vendor for repair or replacement ~~credit and at no charge to the City. All items purchased shall carry a standard manufacturer's warranty.~~

6. Part III. Section D(3).

Axon respectfully requests that this section be amended as follows:
The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of ~~acceptance~~ receipt of the product, except for accessories which will be warranted for ninety (90) days.

7. Part III. Section F.

Axon respectfully requests that this section be deleted in whole. Axon does not accept returns or refunds of purchased items.

8. Sample Contract. Section I(B).

Axon respectfully requests that this section be updated to reflect the SKUs requested in the Invitation to Bid. Axon notes that this change likely will have an effect on the Not to Exceed amount as referenced in Sections I(C) and III(A).

9. Sample Contract. Section V(A).

Axon respectfully requests that this section be amended as follows:
The City may terminate this Agreement for cause if the Vendor breaches any material obligation under this agreement by sending written notice to the Vendor, effective 5 30 days after receipt unless the Vendor cures such breach within the 5 30 day period or, if such breach cannot be cured within 5 30 days, unless the Vendor commences to cure such breach within the 5 30 day period and diligently and continuously works to cure the breach thereafter.



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SCOTTSDALE, ARIZONA 85255

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10. Sample Contract. Section VI(A).

Axon respectfully requests that this section be amended as follows:

The Vendor shall ~~assume the defense of (with counsel acceptable to the City) and~~ indemnify and hold harmless the City, the Police Department and their respective officers, agents and employees from any and all third-party suits and claims against it or any of them arising from any negligent ~~or intentional~~ act or omission of the Vendor, its agents, associates, Vendors, employees, partners or servants, in any way connected with the performance of this Agreement, except to the extent such liability is caused by the negligent acts of the City. This provision shall survive the termination of the Agreement.

Best Regards,

A handwritten signature in black ink, appearing to read 'Katie Wingate'.

Katie Wingate
Associate Corporate Counsel
kwingate@axon.com
480.208.0499



Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- 1 **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

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



Axon Enterprise, Inc.'s TASER 7 Agreement

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

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

- 8 **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. 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 other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 **Spare Products.** For qualified purchases, Axon may provide agency a predetermined number of spare TASER 7 hardware as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to agency in accordance with the shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 10 **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 12 **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without



Axon Enterprise, Inc.'s TASER 7 Agreement

notifying Agency.

- 13** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 13.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2.** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- 14** **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- 15** **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16** **Export Compliance.** Each party will comply with all import and export control laws and regulations.
- 17** **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.
- 18** **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19** **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Title: TASER 7 Agreement
Department: Legal
Version: 4.0
Release Date: 3/31/2021

Page 3 of 8



Axon Enterprise, Inc.'s TASER 7 Agreement

TASER 7 Axon Evidence Terms of Use Appendix

1 Definitions.

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence 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.

2 Subscription Term. The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 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.

5 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 Evidence 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.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. 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 Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 Privacy. Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a



Axon Enterprise, Inc.'s TASER 7 Agreement

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.

- 8 **Storage.** 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 Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion of or Axon Evidence immediately upon notice, if:
 - 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. 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 Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There



Axon Enterprise, Inc.'s TASER 7 Agreement

will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

- 14 **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 Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence 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 Evidence 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 the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Axon Enterprise, Inc.'s TASER 7 Agreement

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.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

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



Axon Enterprise, Inc.'s TASER 7 Agreement

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").

1.1.2. 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.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique 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. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

EXHIBIT C

(Insurance certificate)



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
10/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																					
INSURED Axon Enterprise, Inc.; MediaSolv Solutions Corporation; Viewu, LLC 17800 N. 85th Street Scottsdale AZ 85255 USA	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Endurance American Specialty Ins Co.</td><td>41718</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Endurance American Specialty Ins Co.	41718	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES
CERTIFICATE NUMBER: 570084424618

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-Technology			PRO10013803302 Cyber/Tech E&O ClmsMade SIR applies per policy terms & conditions	09/30/2020	09/30/2021	Ea. Claim Limit \$5,000,000 Ea. Claim SIR \$100,000 Max. Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER
CANCELLATION

Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570084424618



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
03/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C. No. Ext): (866) 283-7122</td> <td style="width: 50%;">FAX (A/C. No.): (800) 363-0105</td> </tr> </table> E-MAIL ADDRESS: 	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105												
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570086247441 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod' Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: Xc1 Prod/Comp Ops			GNI0000018 GL excluding Products SIR applies per policy terms & conditions	03/01/2021	03/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$50,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">Excluded</td></tr> <tr><td>Per Occ SIR</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$50,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	Excluded	Per Occ SIR	\$1,000,000
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BODILY INJURY (Per accident)																					
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PER STATUTE	OTHER																				
E.L. EACH ACCIDENT																					
E.L. DISEASE-EA EMPLOYEE																					
E.L. DISEASE-POLICY LIMIT																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER
CANCELLATION

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 20px;"> </div>
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Holder Identifier :

Certificate No : 570086247441

AGENCY CUSTOMER ID: 570000007117

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.
POLICY NUMBER See Certificate Number: 570086247441		
CARRIER See Certificate Number: 570086247441	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
2/1/2021 - 2/1/2022:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/30/2020

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PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																						
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INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER C:																								
INSURER D:																								
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COVERAGES
CERTIFICATE NUMBER: 570084287314

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			59 UEN FN6060	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEAC056D	09/27/2020	09/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER
CANCELLATION

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Holder Identifier :

Certificate No : 570084287314

AGENCY CUSTOMER ID: 570000007117

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.
POLICY NUMBER See Certificate Number: 570084287314		
CARRIER See Certificate Number: 570084287314	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AL, CO, FL, IL, IN, LA, ME, MI, MN, MT, ND, NE, NH, NM, NV, OH, OK, PA WA]
- Hartford Underwriters Ins. Co. [AR, DC, GA, MO, NC, NJ, NY, OR, TN, UT]
- Property & Casualty Ins. Co of Hartford [MD, VA]
- Hartford Insurance Company of the Midwest [CT]
- Hartford Accident and Indemnity Insurance Company [MA]
- Hartford Lloyds Ins. Co. [TX]
- Sentinel Ins. Co. [CA]