



Contract Routing Form

CONTRACT # 24-3708

To be assigned by Purchasing Department

Instructions: Purchasing contracts, regardless of value, are to be routed through the Purchasing office for review and processing. This form standardizes the process and is to be used as the cover sheet to ensure complete review by appropriate campus offices.

Please note that:

- All Contracts will need to be routed as outlined in Policy # 109 – Contracts and Authority to Sign.
- Budget Office will review all contracts, regardless of dollar value, to ensure available funding.
- Depending on the nature of the contract, the Purchasing, Contract, and Auxiliary Services Officer may request a review from other appropriate departments.

Submit this form to contractinbox@uncsa.edu for routing.

Initiating Department:

(Please Print Clearly)

FUND / ACCOUNT 180670 / 744320/755501

Date Prepared: 03/15/2024 Date Required: 03/22/2024

Department: University Police Department

Contact Name: Rokesha Bowser

Telephone #: 336.631.1240

Contract Status : ☒ New ☐ Renewal ☐ Amended

Value: \$96,149.60

Description of item / service / University commitment:

Axon Body Worn Cameras, Software, and Services for Program Length of 60 Months.
Maintenance/Software \$78,438.80 (744320) and Hardware \$17,710.80 (755501)

TO BE COMPLETED BY PURCHASING DEPARTMENT

MANDATORY ROUTING:

(To be routed **IN ORDER** to all checked boxes below)

☒ Nita Mobley

Mar 19, 2024

Purchasing, Contract, and Auxiliary Services Officer

Date

☒ Heidi Mallory

Mar 20, 2024

Heidi Mallory (Mar 20, 2024 10:29 EDT)

Budget Officer

Date

☐ _____
Chief Technology Officer (IT related contracts)

Date

☐ _____
General Counsel (Contracts over \$100,000)

Date

☐ _____
VC Finance and Admin. (Contracts over \$10,000)

Date

☐ _____
Provost (Contracts over \$10,000)

Date

☒ Brian Cole
Chancellor (Contracts over \$50,000)

Mar 20, 2024

Date

COMMENTS:

PO required

UPON FINAL REVIEW AND EXECUTION, THE COMPLETED CONTRACT WILL BE FORWARDED TO THE CONTACT LISTED ON THE ROUTING FORM FOR COPY, DISSEMINATION, AND COUNTER SIGNATURES IF REQUIRED.



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

Q-544216-45365.806NK

Issued: 03/14/2024

Quote Expiration: 03/15/2024

Estimated Contract Start Date: 05/01/2024

Account Number: 487788

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
North Carolina School of The Arts Police - NC PO Box 12189 Winston Salem, NC 27117-2189 USA	North Carolina School of The Arts Police - NC 1533 S Main St Winston Salem NC 27127-2738 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Neil Kelly Phone: Email: nkelly@axon.com Fax:	Tommy McMasters Phone: (336) 770-3321 Email: mcmasterst@uncsa.edu Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$96,149.60
ESTIMATED TOTAL W/ TAX	\$96,149.60

Discount Summary

Average Savings Per Year	\$1,727.76
TOTAL SAVINGS	\$8,638.80

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$31,823.48	\$0.00	\$31,823.48
May 2024	\$2,000.00	\$0.00	\$2,000.00
Apr 2025	\$14,677.18	\$0.00	\$14,677.18
Apr 2026	\$15,264.27	\$0.00	\$15,264.27
Apr 2027	\$15,874.84	\$0.00	\$15,874.84
Apr 2028	\$16,509.83	\$0.00	\$16,509.83
Total	\$96,149.60	\$0.00	\$96,149.60

Quote Unbundled Price:	\$104,788.40
Quote List Price:	\$96,182.60
Quote Subtotal:	\$96,149.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	17	60	\$38.13	\$33.80	\$33.80	\$34,476.00	\$0.00	\$34,476.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$70.98	\$36.07	\$36.07	\$4,328.40	\$0.00	\$4,328.40
A la Carte Hardware									
H00001	AB4 Camera Bundle	17			\$849.00	\$849.00	\$14,433.00	\$0.00	\$14,433.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	60		\$0.65	\$0.65	\$13,260.00	\$0.00	\$13,260.00
ProLicense	Pro License Bundle	3	60		\$43.40	\$43.33	\$7,799.40	\$0.00	\$7,799.40
BasicLicense	Basic License Bundle	17	60		\$16.27	\$16.25	\$16,575.00	\$0.00	\$16,575.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$96,149.60	\$0.00	\$96,149.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	17	1	04/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	19	1	04/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	19	1	04/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	2	1	04/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	04/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	04/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	10/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	17	1	10/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	04/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	17	1	04/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	17	05/01/2024	04/30/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	17	05/01/2024	04/30/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	9	05/01/2024	04/30/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	05/01/2024	04/30/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	05/01/2024	04/30/2029

Services

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

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	04/01/2025	04/30/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	17	04/01/2025	04/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	PO Box 12189	Winston Salem	NC	27117-2189	USA

Payment Details

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	H00001	AB4 Camera Bundle	17	\$14,433.00	\$0.00	\$14,433.00
Upfront Hardware	H00002	AB4 Multi Bay Dock Bundle	2	\$3,277.80	\$0.00	\$3,277.80
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	\$2,448.16	\$0.00	\$2,448.16
Year 1	BasicLicense	Basic License Bundle	17	\$3,060.20	\$0.00	\$3,060.20
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$799.14	\$0.00	\$799.14
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,365.20	\$0.00	\$6,365.20
Year 1	ProLicense	Pro License Bundle	3	\$1,439.98	\$0.00	\$1,439.98
Total				\$31,823.48	\$0.00	\$31,823.48

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$2,000.00	\$0.00	\$2,000.00
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	17	\$0.00	\$0.00	\$0.00
Total				\$2,000.00	\$0.00	\$2,000.00

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	\$2,546.08	\$0.00	\$2,546.08
Year 2	BasicLicense	Basic License Bundle	17	\$3,182.60	\$0.00	\$3,182.60
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$831.11	\$0.00	\$831.11
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,619.81	\$0.00	\$6,619.81
Year 2	ProLicense	Pro License Bundle	3	\$1,497.58	\$0.00	\$1,497.58
Total				\$14,677.18	\$0.00	\$14,677.18

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	\$2,647.93	\$0.00	\$2,647.93
Year 3	BasicLicense	Basic License Bundle	17	\$3,309.90	\$0.00	\$3,309.90
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$864.36	\$0.00	\$864.36
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	17	\$6,884.60	\$0.00	\$6,884.60

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	3	\$1,557.48	\$0.00	\$1,557.48
Total				\$15,264.27	\$0.00	\$15,264.27

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	\$2,753.84	\$0.00	\$2,753.84
Year 4	BasicLicense	Basic License Bundle	17	\$3,442.31	\$0.00	\$3,442.31
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$898.92	\$0.00	\$898.92
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	17	\$7,159.99	\$0.00	\$7,159.99
Year 4	ProLicense	Pro License Bundle	3	\$1,619.78	\$0.00	\$1,619.78
Total				\$15,874.84	\$0.00	\$15,874.84

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	\$2,864.00	\$0.00	\$2,864.00
Year 5	BasicLicense	Basic License Bundle	17	\$3,579.98	\$0.00	\$3,579.98
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$934.89	\$0.00	\$934.89
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	17	\$7,446.39	\$0.00	\$7,446.39
Year 5	ProLicense	Pro License Bundle	3	\$1,684.57	\$0.00	\$1,684.57
Total				\$16,509.83	\$0.00	\$16,509.83

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

Contract Sourcwell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Brian Cole

Signature

Mar 20, 2024

Date Signed

3/14/2024



**Amendment to AXON ENTERPRISE INC. Agreement
To Comply with State of North Carolina and University Requirements**


Notwithstanding anything to the contrary in the Agreement(s), the Parties understand and agree that:

1. The University of North Carolina School of the Arts (UNCSA) will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement only to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of UNCSA, its officers, or employees.
2. The protection and disclosure of information is governed by the requirements of the North Carolina Public Records Act and the North Carolina Trade Secrets Protection Act, and the parties will comply with those requirements to protect their confidential information. See, NCGS §132-1.2 and NCGS §66-152.
3. As a requirement of North Carolina law, this Agreement and related agreements are subject to the availability, appropriation, or grant of State, Federal, or other funds to pay amounts due, or to perform under this Agreement.
4. Nothing shall act to limit the statutory rights, responsibilities, or obligations of the Governor or the Attorney General of the State of North Carolina, including exclusive rights regarding representation and settlement of claims, and nothing shall act to impose obligations on UNCSA for jurisdiction, venue, or choice of law outside North Carolina, restrictions on statutes of limitations, waiver of jury trial, acceptance of injunctive relief provisions, liquidated damages, arbitration, mediation, or obligations for costs and attorney fees unless ordered by a court of competent jurisdiction.
5. Nothing shall act to limit statutory or common law exclusions or exceptions, or expand statutory or common law liabilities, which would otherwise apply to a North Carolina State entity or UNCSA.
6. In the event an intellectual property or other claim is brought against UNCSA for use of the software, products, or services in accordance with this Agreement, AXON ENTERPRISE INC. agrees to indemnify and hold UNCSA harmless from and against any lawsuit, claim, damage, liability, or expense (including reasonable attorneys' fees) from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. UNCSA must promptly provide AXON ENTERPRISE INC. with written notice of such claim, tender to AXON ENTERPRISE INC. the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by UNCSA or a third-party not approved by AXON ENTERPRISE INC.; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by AXON ENTERPRISE INC.; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of AXON ENTERPRISE INC. software that is not the most current release provided by AXON ENTERPRISE INC.

7. In the event a claim is brought against UNCSA for data or identity loss or appropriation caused by the negligence, gross negligence, or willful acts of AXON ENTERPRISE INC., or loss or use of the data for purposes other than as specified in this Agreement, AXON ENTERPRISE INC. agrees to indemnify and hold UNCSA harmless from and against any lawsuit, claim, damage, liability, or expense (including reasonable attorneys' fees) arising out of a third-party claim against UNCSA as a result of any negligent act, error or omission, or willful misconduct by AXON ENTERPRISE INC. under this Agreement, except to the extent of UNCSA's negligence or willful misconduct, or claims under workers compensation. UNCSA agrees that indemnification is conditioned on the requirement that it (1) give AXON ENTERPRISE INC. prompt written notice of such claim, (2) permit AXON ENTERPRISE INC., with prior approval of the Office of the Attorney General of North Carolina, to defend and/or settle the claim, and (3) provide all reasonable assistance to AXON ENTERPRISE INC. in defending and/or settling the claim.
8. Insurance requirements are subject to North Carolina statutory, Insurance Commissioner, and administrative insurance provisions and procedures, and restricted to coverage provided by or through the North Carolina Department of Insurance. UNCSA is a self-insured agency of the State of North Carolina, for both property and tort liability. Property is insured through a fund with the State of North Carolina Department of Insurance. The North Carolina Tort Claims Act, The Defense of State Employees Act, and the Excess Liability Policy, which is administered through the North Carolina Department of Insurance, determine tort liability for its employees and agents. See Article 31A of Chapter 143, §143-300.2 through §143-300.8, and Article 31 of Chapter 143, §143-291 through §143-300.2.
9. Use of the term "Partner" in this Agreement is in no way intended to create, or bind the parties to, a legally recognized partnership entity; but is used solely for its commonly-accepted designation of close cooperation and collaboration between and among the independent legal entities which are the parties to this Agreement.
10. UNCSA is a tax-exempt State entity, and nothing in this Agreement imposes any UNCSA liability for taxes, regardless of provisions for imposing tax liability on UNCSA, or for passing liability for tax payments on to UNCSA separate from the agreed-to price for products or services.
11. AXON ENTERPRISE INC. may not use this contract or any marks or names of UNCSA for advertising purposes without the prior written approval of UNCSA.

To the extent that any terms and conditions of the Agreement(s) [and/or Schedule(s)] conflict with or are inconsistent with this Amendment, the terms and conditions of the Amendment shall prevail.

Axon Enterprise INC.

By: 

Date: 3/8/2024 | 1:19 PM MST

UNC School of the Arts

By: Wendy R. Emerson

Date: Mar 5, 2024












24-3708 Axon (Campus Police)

Final Audit Report

2024-03-20

Created:	2024-03-19
By:	RaSheeda D Lloyd (lloyd@uncsa.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbWa2YYoGfjek6ystAhceTqhlicMVeNzi

"24-3708 Axon (Campus Police)" History

-  Document created by RaSheeda D Lloyd (lloyd@uncsa.edu)
2024-03-19 - 3:48:40 PM GMT
-  Document emailed to Nita Mobley (mobley@uncsa.edu) for signature
2024-03-19 - 3:49:56 PM GMT
-  Email viewed by Nita Mobley (mobley@uncsa.edu)
2024-03-19 - 3:59:50 PM GMT
-  Document e-signed by Nita Mobley (mobley@uncsa.edu)
Signature Date: 2024-03-19 - 4:01:29 PM GMT - Time Source: server
-  Document emailed to budgetofficeforms@uncsa.edu for signature
2024-03-19 - 4:01:31 PM GMT
-  Email viewed by budgetofficeforms@uncsa.edu
2024-03-19 - 8:21:40 PM GMT
-  Signer budgetofficeforms@uncsa.edu entered name at signing as Heidi Mallory
2024-03-20 - 2:29:46 PM GMT
-  Document e-signed by Heidi Mallory (budgetofficeforms@uncsa.edu)
Signature Date: 2024-03-20 - 2:29:48 PM GMT - Time Source: server
-  Document emailed to Brian Cole (coleb@uncsa.edu) for signature
2024-03-20 - 2:29:50 PM GMT
-  Email viewed by Brian Cole (coleb@uncsa.edu)
2024-03-20 - 3:28:51 PM GMT
-  Document e-signed by Brian Cole (coleb@uncsa.edu)
Signature Date: 2024-03-20 - 3:29:15 PM GMT - Time Source: server

✔ Agreement completed.

2024-03-20 - 3:29:15 PM GMT