

PRICE AGREEMENT FOR TASERS, TRAINING AND MAINTENANCE

This Agreement is effective as of May 1, 2024, 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 y 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 N. 85th Street, Scottsdale, AZ 85255, (hereinafter the "Vendor").

WHEREAS, The City is in need of a qualified vendor to provide a wide range of Tasers, 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. 24-189, 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: **Robert E. Driscoll, Jr., Deputy General Counsel**
- C. Telephone: **(800)978-2737**
- D. E-mail: **contracts@axon.com**
- E. City Vendor No.: **17392**

II. SCOPE OF SERVICES

A. General

1. The Springfield Police Department will order Tasers, holsters, annual certification 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. Delivery of items ordered will be required within Two (2) business days after receipt of order unless otherwise mutually agreed upon by the SPD and the Vendor. 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:

Captain David Kane
DKane@springfieldpolice.net
Springfield Police Department Academy/Training Division

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.

4. All items covered by this contract shall be subject to inspections 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 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 locations 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 sticked 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 acceptance of the product.

D. Restocking

1. The Vendor is 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 specials order items, the vendor may be allowed to charge a restocking fee. If the requesting department, through their own fault, incorrectly ordered the items(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.

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:

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
17 Cert Add-On (Shared Handles)								
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5- DEGREE) NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
20248	AXON TASER - EVIDENCE.COM LICENSE	12m	250	\$60.00	\$32.25	\$8,052.50	\$0.00	\$8,052.50
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	12m	250	\$30.96	\$22.63	\$5,657.50	\$0.00	\$5,657.50
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
TASER 7 Certification Bundle								
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT		2	\$855.25	\$1,132.72	\$2,265.44	\$0.00	\$2,265.44
20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,999.00	\$2,647.53	\$2,647.53	\$0.00	\$2,647.53
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	12m	100	\$30.96	\$41.00	\$4,100.00	\$0.00	\$4,100.00
20248	AXON TASER - EVIDENCE.COM LICENSE	12m	100	\$60.00	\$32.25	\$3,947.00	\$0.00	\$3,947.00
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5- DEGREE) NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
20018	AXON TASER - BATTERY PACK - TACTICAL		120	\$98.10	\$129.93	\$15,591.60	\$0.00	\$15,591.60
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER		1	\$495.00	\$655.59	\$655.59	\$0.00	\$655.59
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1m	120	\$0.48	\$0.64	\$76.80	\$0.00	\$76.80
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER		1	\$495.00	\$655.59	\$655.59	\$0.00	\$655.59
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED		2	\$171.05	\$226.54	\$453.08	\$0.00	\$453.08
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN		2	\$85.55	\$113.30	\$226.60	\$0.00	\$226.60
20248	AXON TASER - EVIDENCE.COM LICENSE	12m	1	\$60.00	(\$9,522.82)	(\$9,522.82)	\$0.00	(\$9,522.82)
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER		1	\$495.00	\$655.59	\$655.59	\$0.00	\$655.59

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, 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. Any such requests must be accompanied by documentation supporting the reasons for the requested changes.

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 signed by the vendor who by signing affirms that the vendor has performed the work and provided the labor and materials as detailed in the invoice.

IV. TERMS AND SCHEDULE FOR SERVICES

A. Term

1. The Initial Term of this contract shall commence on **May 1, 2024** and shall terminate **April 30, 2025**.
2. Option to Renew: the City, in its sole discretion, shall have the option to renew for Two(2) additional one (1) year in length terms. In no event shall the term of this Agreement extend beyond **April 30, 2027**.
3. The Vendor will provide the equipment specified in the condition and manner specified by the Police Superintendent or his designee. Any changes to delivery schedules or terms must be approved by the Police Superintendent or his designee.

V. INSURANCE AND INDEMNITY

- A. Workers' compensation and employer's liability insurance as required by the Commonwealth of Massachusetts providing coverage for all claims pursuant to M.G.L. Ch. 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 \$3,000,000.00 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 time 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. Insurance Certificate should be attached hereto as **Exhibit C**.

VI. GENERAL

- A. 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.
- B. 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.
- C. 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.
- D. 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 24-189 specifications, attached hereto as Exhibit A and incorporated by reference herein.
- E. The Vendor is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.
- F. 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.
- G. 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.
- H. 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.
- I. 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 \$25,000.00 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 agent 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 Police Superintendent, 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 Ten (10) days after receipt unless the Vendor cures such breach within the 10-day period or, if such breach cannot be cured within 10 days, unless the Vendor commences to cure such breach within the 10-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. 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 TO FOLLOW

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Police Superintendent, 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.

Sign: _____
Print: _____
Title: _____
Date signed: _____

THE CITY OF SPRINGFIELD:

Office of Procurement
Date signed: _____

Approved:

Police Superintendent
Date signed: _____

Approved as to Appropriation:

Approved as to Form:

____ City Comptroller
Date signed: _____

____ City Solicitor
Date signed: _____

Approved:

Approved:

____ CAFO
Date signed: _____

DOMENIC J. SARNO
MAYOR
Date signed: _____

CORPORATE CERTIFICATE

***THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS .**

****SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT .**

I, ** _____ A Resident of _____ in _____

The State of _____ DO HEREBY CERTIFY: that I am the
Clerk/Secretary of _____

A Corporation Duly Organized and existing under and by virtue of the laws of the

State of _____

And that I have custody of the records of such Corporation: and that as of the date herein below recited

*

(Officer, person who is signing the Contract) _____ (Title) _____

Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

AXON Enterprise, Inc.

CONTRACT NO. 20240816

Price Agreement for Tasers, Training and Maintenance

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this _____ day of _____ 2024

(Affix)

(Seal)

(Here)

** _____

EXHIBIT A

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

INVITATION FOR BID

Bid Number: 24-189 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 March 27th, 2024 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 “24-189, 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: Abbie Kusekoski, 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: _____

Email: _____

**ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT**

Invitation for Bids No. 24-189; Price Agreement: Tasers, Training and Maintenance

Requesting Department: Springfield Police Department

Bids will be received until **2:00 PM EST**: **March 27, 2024** by:
The Office of Procurement
Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307, Springfield MA 01103
Phone (413) 787-6285 FAX 787-6295

at which time the bids will be publicly opened and read. Bid documents and specifications will be available at no charge beginning March 11, 2024, at the Office of Procurement from 9:00 A.M. to 4:30 P.M., or through the City's website; www.springfieldcityhall.com. Please refer to the bid number and opening date when requesting. The services included in this bid will fall under M.G.L. Ch. 30B and other applicable procurement statutes.

The City is seeking a Vendor to supply Tasers, holsters and accessories on an as needed basis. SPD is also looking for the Vendor to perform necessary training and maintenance to ensure safety throughout the City.

The City intends to award One (1) contract to the lowest responsible and eligible bidder. The estimated value of the contract shall not exceed \$150,000.00 per year. The initial term of this contract will be for One (1) year, but will include Two (2) automatic one-year in length renewals, to be exercised at the City's sole discretion.

All questions regarding bid or its specifications must be received by the Office of Procurement by March 18, 2024 at 4:30 P.M. The City of Springfield goal of twenty (20%) MWBE participation applies. The Office of Procurement reserves the right to waive any informality in and to reject any or all bids if it is in the public interest to do so.

Note: to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following date: **March 11, 2024**
REFERENCE: 4137876285 per bid 24-189 Tasers, Training and Maintenance.

**IFB No. 24-189 PRICE AGREEMENT FOR PURCHASE OF
TASERS®, HOLSTERS, ACCESSORIES; TRAINING AND
MAINTENANCE**

**SPRINGFIELD POLICE DEPARTMENT
CITY OF SPRINGFIELD**

**Bid Opening Date:
March 27, 2024 2:00 P.M. EST**

I. INTRODUCTION

A. General

1. The City of Springfield Massachusetts (the “City”) through the Springfield Police Department (“SPD”) is seeking 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 vendor 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: Abbie Kusekoski, Procurement Agent
City Hall – Room 307
36 Court Street
Springfield, MA 01103
akusekoski@springfieldcityhall.com

2. All inquiries related to the requirements should prominently refer to "**Bid No. 24-189, 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 **March 18, 2024 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 Bidder(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 on the form, 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 may 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 (**Exhibit C: 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. 24-189, Price Agreement for the Purchase of Tasers, Training and Maintenance**”. The Bid envelope shall be placed inside a single contained (box, envelope, etc.) clearly identified on the outside as Vendor’s name; “**Bid No. 24-189, Price Agreement for the Purchase of Tasers, Training Maintenance**”, with bid number and opening date. The bid shall be delivered to the address below:

The Office of Procurement
City of Springfield
Attention: Lauren Stabilo, Chief Procurement Office
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 attest 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 at 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 March 27, 2024**. 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	March 11 th , 2024
DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS TO CITY OF SPRINGFIELD – OFFICE OF PROCUREMENT	March 18 th , 2024 4:30 P.M. EST (akusekoski@springfieldcityhall.com)
OFFICIAL ANSWERS PUBLISHED (ESTIMATED)	March 20 th , 2024 4:30 P.M. EST
SOLICITATION CLOSE DATE / SUBMISSION DEADLINE	March 27 th , 2024 2:00 P.M. EST
CONTRACT(S): ESTIMATED CONTRACT START DATE	No later than May 2024

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 discount 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: Academy/Training Division
50 East Street
Springfield, MA 01104

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 product 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 purchase 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, and 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 toll 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.

V. INVOICING AND BILLING REQUIREMENTS

A. The awarded vendor **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 specific a customer service representative to resolve any problems or discrepancies with billing. The City (including all 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 services 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

EXHIBIT A

BID LISTING SHEET- Exhibit A

Ship to: Springfield Police Department Academy/Training Division, 50 East Street, Springfield MA 01104
Attn: Capt. David Kane

<u>Item No.</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>
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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.

*This is also to include Taser 7 Holster – Safariland, Left Hand

EXHIBIT B

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

This Agreement is made this XXXXX, 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
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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:

Approved

CAFO
Date signed: _____

DOMENIC J. SARNO, MAYOR
Date signed: _____

EXHIBIT C

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)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR IMMEDIATE REJECTION

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 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 certifications 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)

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 _____ Date: _____

Authorized Person's Signature _____

Notary Public

STATE OF _____, 2024

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 SUBMISSION. TAX AFFIDAVITS THAT ARE
NOT SIGNED AND NOTARIZED WILL BE REJECTED.**

MBE/WBE FORM 3

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT _____ BID NO. _____

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer _____

NAME OF FIRM _____

NAME _____

POSITION OR TITLE _____

BUSINESS ADDRESS _____

CITY _____

TELEPHONE _____

C.) What is the total number of employees that is currently employed by your company?
Please provide a profile of your workforce.

D.) What is your anticipated work force for this project/service? _____
Number of Minorities _____ Number of Females _____

E.) Is your company a member of a union Yes ____ No _____. If yes what union local number and location. _____

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources.

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

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

AUTHORIZED SIGNATURE _____ DATE _____

FIRM _____

ADDRESS _____

TELEPHONE NO. _____

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

REFERENCE FORM

Please list at a minimum three (3) business references for service contracts similar in scope and intensity as the proposed Invitation for Bid.

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

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

PRICE AGREEMENT FOR THE PURCHASE OF TASERS, TRAINING AND MAINTENANCE FOR SPRINGFIELD POLICE DEPARTMENT

SPRINGFIELD POLICE DEPARTMENT

IFB Number: 24-189

Submitted By: Axon Enterprise, Inc.

Address: 17800 N 85th Street Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

COPY

 **AXON**

PRICE AGREEMENT FOR THE PURCHASE OF TASERS, TRAINING AND MAINTENANCE FOR SPRINGFIELD POLICE DEPARTMENT

SPRINGFIELD POLICE DEPARTMENT

IFB Number: 24-189

Submitted By: Axon Enterprise, Inc.

Address: 17800 N 85th Street Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

ORIGINAL

 AXON

AXON ENTERPRISE, INC.
17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255



March 27, 2024

Abbie Kusekoski
Purchasing Agent
Springfield Police Department
Springfield, Massachusetts

DEAR MS. KUSEKOSKI:

When in the field, deescalating critical situations and increasing positive outcomes should be a top priority. By equipping Springfield Police Department's (Springfield PD) officers with less-lethal weapons, you can demonstrate a commitment to protecting life, which can lead to improved trust in your community and display your dedication to public safety.

That is why Axon Enterprise, Inc. (Axon) believes Springfield PD should deploy our TASER 7 energy weapons. With access to a truly connected device, Springfield PD can view vital information associated with your TASER energy weapons, such as firing logs, device function data, battery life status, and more. We are confident our safe and effective TASER energy weapons can help Springfield PD uphold your mission.

At Axon, we are focused on the development of technology specifically for law enforcement and the public safety sector. Every day we work to improve, expand, and enhance our TASER energy weapons with input from law enforcement agencies around the world. We've partnered with thousands of law enforcement agencies to equip them with rugged, reliable, and field-proven TASER energy weapons.

With the implementation of our TASER 7 energy weapons, Springfield PD can have:

- ↳ A safer compliance option to help increase positive outcomes in critical situations
- ↳ An integrated network designed to manage inventory and update firmware
- ↳ A Dock and walk workflow meant to charge batteries fast and assign devices to your officers
- ↳ Technical support focused on customer success pre- and post-deployment

If you have any questions regarding our proposal, pricing, or products, please contact Senior Regional Manager Mark Swenson by phone at 917.576.1096, or by email at mark@taser.com. Alternately, contact Senior Proposal Manager Kym Penrose-Muldowney by phone at 646.216.8410, or by email at kpenrosemuldowney@axon.com. We look forward to working with Springfield PD to implement a dependable TASER energy weapon solution.

Sincerely,

Robert E. Driscoll, Jr.
Deputy General Counsel

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Our acceptance of this engagement is subject to completion of a formal agreement between both parties documenting the purchased products and services. Upon acceptance, the actual terms of our engagement will be documented in a separate writing to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, for any purpose other than evaluation or as otherwise stated in the solicitation documents without Axon's written approval. All information and stats in this proposal are current as of January 1, 2024, unless otherwise noted.



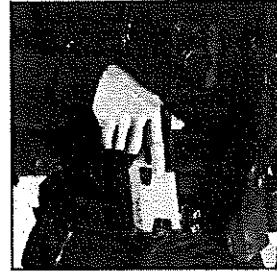
EXECUTIVE SUMMARY

By purchasing TASER 7 energy weapons (TASER 7), Springfield PD will be providing your officers with the tools needed to de-escalate hostile situations from a safe distance. The TASER 7 gives officers the space and time needed to reach peaceful outcomes. More than that, using a non-lethal method of resolving conflict helps build trust amongst the communities you serve.

SPRINGFIELD PD'S DESIRED OUTCOMES

At Axon Enterprise Inc. (Axon), our mission is to make sure everyone gets home safely. We've built the TASER 7 to give officers a less-lethal option to resolve high-conflict situations while limiting harm to themselves and citizens. This field-tested device offers the following life-saving features that can help lead to safer outcomes:

- A warning arc to prevent conflict from escalating and to reduce the risk of injury
- Multi-shot support in the event of a missed shot
- Dual lasers to improve accuracy while aiming from varying distances
- Adaptive Cross-Connect technology to improve the strength of probe connections
- Neuromuscular Incapacitation (NMI) technology to immobilize a suspect



"WE ARE GOING TO MAKE THE BULLET OBSOLETE."

CEO / RICK SMITH



CHOOSING AXON

From the Field

PURPOSE-BUILT DURABILITY

The TASER 7 is built to operate in a variety of conditions and withstand the demands of modern-day policing. With a High-Impact Polymer housing, the device has been tested and proven to endure a four-foot drop, as well as operate in a wide range of temperatures. Additionally, the TASER 7 has a five-year useful life, and holds and meets the following ratings and standards:

- IP53 Ingress Protection Rating
- MIL-STD-810G Test Method 510.6 (Sand and Dust)
- MIL-STD-810G Test Method 506.6 (Rain)
- IEC 60529

A LONG HISTORY OF RESEARCH

Axon has been the sole developer of TASER energy weapons for nearly three decades. During this time, we have acquired hundreds of patents and heavily invested in research and development (R&D). With approximately 1,160 R&D employees committed to improving our technology, we are confident we've created an effective and durable less-than-lethal option Springfield PD's officers can rely on.

BACKED BY HUNDREDS OF STUDIES

TASER energy weapons have been the focus of more than 800 studies—making them the most studied on the market. Researchers have confirmed that our devices:

- Provide life-saving value during use-of-force interactions
- De-escalate intense situations and reduce injury
- Help reduce the risk of litigation and reduce workers' compensation claims

For Springfield PD's convenience and further review, the [TASER Energy Weapon Research Index](#) provides reference to the hundreds of TASER energy weapon studies that detail the safety and efficacy of these devices.

"They [Rock Hill PD officers] love the TASER 7 ... you can't buy that pride in a piece of equipment."

"If you're on the fence about it, don't hesitate, go ahead and make that switch over ... you're not going to regret it."

Lee McKellar
Sergeant
Rock Hill PD

JOIN
FORCES



OUR EXPERIENCE AROUND THE WORLD

With hundreds of thousands of TASER energy weapons deployed all over the world—including 50 states in America and more than 10 countries—Axon is proud to share the following list of our largest partner agencies:

- ▷ **LOS ANGELES POLICE DEPARTMENT** – Approximately 15,000 devices
- ▷ **US CUSTOMS AND BORDER PROTECTION** – Approximately 10,000 devices
- ▷ **CALIFORNIA HIGHWAY PATROL** – Approximately 9,000 devices
- ▷ **POLICIA DE PUERTO RICO** – Approximately 9,000 devices
- ▷ **QUEENSLAND POLICE SERVICE** – Approximately 8,500 devices



IFB COVER SHEET

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

INVITATION FOR BID

Bid Number: 24-189 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 March 27th, 2024 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 "24-189, 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: Abbie Kusekoski, 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: Axon Enterprise, Inc.
(Company Name)**

17800 N. 85th Street, Scottsdale, AZ 85255

(Company Address)

**signed by: Robert E. Driscoll, Jr., Deputy General Counsel
(Printed or Typed Name and Title)**

Robert E. Driscoll, Jr.

3 / 25 / 2024

(Signature and Date)

Telephone Number: 800.978.2737 Fax Number 480.991.0791

Email: contracts@axon.com

PRICING SHEET



BID LISTING SHEET- Exhibit A

Ship to: Springfield Police Department Academy/Training Division, 50 East Street, Springfield MA 01104
Attn: Capt. David Kane

Item No.	Est. Quantity	Unit	Description	Unit Cost
Tasers & Accessories "or equal"				
1.	200	each	#20012- Taser 7 Live Cartridge, Standoff (3.5-Degree)	\$ 40.25
2.	200	each	#20013- Taser 7 Live Cartridge, Close Quarters (12-Degree)	\$ 40.25
3.	200	each	#20014- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Standoff	\$ 40.25
4.	200	each	#20015- Taser 7 Hook-And-Loop Training (Halt) Cartridge, Close Quart	\$ 40.25
5.	1	each	#20120- Taser 7 Instructor Course Voucher	\$ 495.00
6.	1	each	#20119- Taser 7 Master Instructor School Voucher	\$ 1,999.00
7.	200	each	#20141- Taser 7 Evidence.Com License	\$ 300.00
8.	250	each	#20063- Taser 7 Holster - Safariland, Right Hand*	\$ 94.90
9.	100	each	#20089- Taser 7 Certification Plan Year	\$ 75.83

Total Amount (Unit Cost), Add up total of items 1-9 above: \$3,125.73

Total Amount in Words: \$ Three thousand one hundred twenty-five and seventy-three cents

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

*This is also to include Taser 7 Holster – Safariland, Left Hand

Non-Binding Budgetary Estimate

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-571249-45401.867KW

Issued: 04/19/2024

Quote Expiration: 04/30/2024

Estimated Contract Start Date: 04/15/2024

Account Number: 305902

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Springfield Police Department - MA 130 Pearl St Springfield, MA 01105-1223 USA	Springfield Police Department - MA PO Box 308 Springfield MA 01101-0308 USA Email:	Kevin Watson Phone: (480) 209-7053 Email: kwalson@axon.com Fax: (480) 463-2203	Phone: Email: Fax:

Quote Summary

Program Length	12 Months
TOTAL COST	\$125,400.00
ESTIMATED TOTAL W/ TAX	\$125,400.00

Discount Summary

Average Savings Per Year	\$36,733.30
TOTAL SAVINGS	\$36,733.30

Non-Binding Budgetary Estimate

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$125,400.00	\$0.00	\$125,400.00
Total	\$125,400.00	\$0.00	\$125,400.00

Non-Binding Budgetary Estimate

Quote List Price: **\$162,133.30**
 Quote Subtotal: **\$125,400.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
T7 Cert Add-On (Shared Handles)								
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
20248	AXON TASER - EVIDENCE.COM LICENSE	12m	250	\$60.00	\$32.25	\$8,062.50	\$0.00	\$8,062.50
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	12m	250	\$30.96	\$22.63	\$5,657.50	\$0.00	\$5,657.50
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS		500	\$40.25	\$21.64	\$10,820.00	\$0.00	\$10,820.00
TASER 7 Certification Bundle								
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT		2	\$855.25	\$1,132.72	\$2,265.44	\$0.00	\$2,265.44
20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER		1	\$1,999.00	\$2,647.53	\$2,647.53	\$0.00	\$2,647.53
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	12m	100	\$30.96	\$41.00	\$4,100.00	\$0.00	\$4,100.00
20248	AXON TASER - EVIDENCE.COM LICENSE	12m	100	\$60.00	\$79.47	\$7,947.00	\$0.00	\$7,947.00
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS		200	\$40.25	\$53.31	\$10,662.00	\$0.00	\$10,662.00
20018	AXON TASER - BATTERY PACK - TACTICAL		120	\$98.10	\$129.93	\$15,591.60	\$0.00	\$15,591.60
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER		1	\$495.00	\$655.59	\$655.59	\$0.00	\$655.59
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1m	120	\$0.48	\$0.64	\$76.80	\$0.00	\$76.80
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER		1	\$495.00	\$655.59	\$655.59	\$0.00	\$655.59
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED		2	\$171.05	\$226.54	\$453.08	\$0.00	\$453.08
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN		2	\$85.55	\$113.30	\$226.60	\$0.00	\$226.60
20248	AXON TASER - EVIDENCE.COM LICENSE	12m	1	\$60.00	(\$9,522.82)	(\$9,522.82)	\$0.00	(\$9,522.82)
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER		1	\$495.00	\$655.59	\$655.59	\$0.00	\$655.59
Total						\$125,400.00	\$0.00	\$125,400.00

Non-Binding Budgetary Estimate

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
T7 Cert Add-On (Shared Handles)	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	500	1	04/15/2024
T7 Cert Add-On (Shared Handles)	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	500	1	04/15/2024
T7 Cert Add-On (Shared Handles)	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	500	1	04/15/2024
T7 Cert Add-On (Shared Handles)	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	500	1	04/15/2024
TASER 7 Certification Bundle	20018	AXON TASER - BATTERY PACK - TACTICAL	120	1	04/15/2024
TASER 7 Certification Bundle	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	2	1	04/15/2024
TASER 7 Certification Bundle	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	200	1	04/15/2024
TASER 7 Certification Bundle	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	200	1	04/15/2024
TASER 7 Certification Bundle	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	200	1	04/15/2024
TASER 7 Certification Bundle	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	200	1	04/15/2024
TASER 7 Certification Bundle	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	04/15/2024
TASER 7 Certification Bundle	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	04/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
T7 Cert Add-On (Shared Handles)	20248	AXON TASER - EVIDENCE.COM LICENSE	250	04/15/2024	04/14/2025
TASER 7 Certification Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	100	04/15/2024	04/14/2025

Services

Bundle	Item	Description	QTY
T7 Cert Add-On (Shared Handles)	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	250
TASER 7 Certification Bundle	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	100

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	120	03/15/2025	04/14/2025

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	130 Pearl St	Springfield	MA	01105-1223	USA

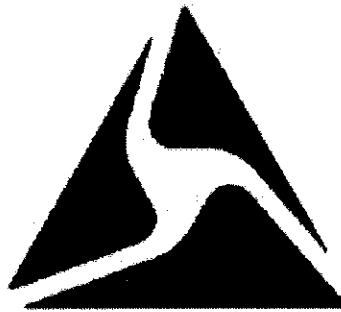
Payment Details

Apr 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20018	AXON TASER - BATTERY PACK - TACTICAL	120	\$15,591.60	\$0.00	\$15,591.60
Year 1	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	2	\$2,265.44	\$0.00	\$2,265.44
Year 1	20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$2,647.53	\$0.00	\$2,647.53
Year 1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$655.59	\$0.00	\$655.59
Year 1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$655.59	\$0.00	\$655.59
Year 1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$655.59	\$0.00	\$655.59
Year 1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	250	\$5,657.50	\$0.00	\$5,657.50
Year 1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	100	\$4,100.00	\$0.00	\$4,100.00
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	250	\$8,062.50	\$0.00	\$8,062.50
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	100	\$7,947.00	\$0.00	\$7,947.00
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	1	(\$9,522.82)	\$0.00	(\$9,522.82)
Year 1	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	500	\$10,820.00	\$0.00	\$10,820.00
Year 1	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	200	\$10,662.00	\$0.00	\$10,662.00
Year 1	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	500	\$10,820.00	\$0.00	\$10,820.00
Year 1	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	200	\$10,662.00	\$0.00	\$10,662.00
Year 1	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	500	\$10,820.00	\$0.00	\$10,820.00
Year 1	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	200	\$10,662.00	\$0.00	\$10,662.00
Year 1	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	500	\$10,820.00	\$0.00	\$10,820.00
Year 1	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	200	\$10,662.00	\$0.00	\$10,662.00
Year 1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$453.08	\$0.00	\$453.08
Year 1	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	\$226.60	\$0.00	\$226.60
Year 1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	120	\$76.80	\$0.00	\$76.80
Total					\$125,400.00	\$0.00
						\$125,400.00

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

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.





NON-COLLUSION/FRAUD FORM

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.

Robert E. Driscoll, Jr., Deputy General Counsel

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

Axon Enterprise, Inc.

(COMPANY)

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER.
FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR IMMEDIATE
REJECTION

TAX CERTIFICATION AFFIDAVIT

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS 86-0741227

Individual Social Security Number	State Identification Number	Federal Identification Number
Pursuant to M.G.L. Ch. 62a, sec. 49a.		
Company:	Axon Enterprise, Inc.	
P.O. Box (if any):	Street Address Only: 17800 N. 85th Street	
City/State/Zip Code:	Scottsdale, AZ 85255	
Telephone Number:	800-978-2737	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 is a:		
Corporation	<input checked="" type="checkbox"/>	
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 certifications and have the signature(s) notarized on the lines below.

TAX CERTIFICATION

I, Robert E. Driscoll, Jr. certify under the pains and penalties of perjury that Axon Enterprise, Inc., to my best
(Authorized Agent) 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


Authorized Person's Signature

Date: March 19, 2024

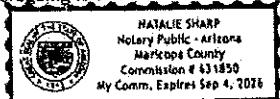
Notary Public

STATE OF Arizona

March 19, 2024

County of Maricopa, ss.

Then personally appeared before me [name] Robert E. Driscoll, Jr., [title] Deputy General Counsel of [company name] Axon Enterprise, Inc., being duly sworn, and made oath that he/she has read this 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..



My commission expires:

Sept. 4, 2026


Notary Public

**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 SUBMISSION. TAX AFFIDAVITS THAT ARE
NOT SIGNED AND NOTARIZED WILL BE REJECTED.**

AFFIRMATIVE ACTION PLAN FORM AND ATTACHMENTS

MBE/WBE FORM 3

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT Tasers Training and Maintenance BID NO. 24-189

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity. See attached.

B.) Company's Officer Robert E. Driscoll, Jr.

NAME OF FIRM Axon Enterprise, Inc.

NAME Mark Swenson

POSITION OR TITLE Senior Regional Manager

BUSINESS ADDRESS 17800 N. 85th Street

CITY Scottsdale, AZ 85255

TELEPHONE 800.978.2737

C.) What is the total number of employees that is currently employed by your company?
3330 Globally; 2690 Domestic
Please provide a profile of your workforce.
See attached.

D.) What is your anticipated work force for this project/service? TBD
Number of Minorities Employees can self-identify, but we do not provide individual details. Number of Females

E.) Is your company a member of a union Yes No X. If yes what union local number and location.

MBE/WBE FORM 3

Page 2.

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. See attached.

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

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

AUTHORIZED SIGNATURE R. P. Edwards DATE 3/25/24

FIRM Axon Enterprise, Inc.

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

TELEPHONE NO. 800.978.2737

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



COMPANY POLICY ON EEO AND MINORITY RECRUITMENT

Axon embraces diversity, equity, and inclusion. A truly innovative workforce needs to leverage the skills and perspectives of a wealth of backgrounds and experiences and ensure that all employees are equitably empowered to succeed.

DIVERSITY AND INCLUSION IN OUR WORKFORCE

Our employee affinity groups are company-sponsored, employee-led communities that address specific needs, priorities, and barriers to success for each community of focus. These groups provide a forum for employees to discuss problems and craft solutions for each community of focus, while also creating leadership and professional development opportunities for members.

We currently have six affinity groups:

- **WOMEN AT AXON** – Women at Axon increases employee engagement by providing opportunities for its members to join forces through networking, development opportunities and community impact activities, which strengthens our brand and supports Axon's strategic initiatives.
- **AXON ALLIES** – Axon Allies strives to help build awareness, while also providing guidance, mentorship, and support for the LGBTQ+ community. Axon Allies provides professional development opportunities, networking, and social events.
- **AXON VETERANS** – Veterans at Axon provides support and inclusion for military, military spouses/domestic partners, veterans, veteran spouses/domestic partners, and military/veteran advocates across the organization.
- **MOSAIC** – Mosaic's mission is to create a safe space that fosters community and connection among Axon's Black employees to help Axon achieve a more culturally diverse and inclusive environment.
- **APIA** – The Asian Pacific Islander Alliance (APIA) seeks to cultivate a safe environment for API-affiliated employees and allies to share experiences and discuss ideas. We aim to empower API-affiliated employees by providing career development opportunities, celebrating accomplishments, educating the broader community about API culture, and serving as advocates for the API community.
- **HOLA** – The Hispanic Origin and Latin American affinity group has the mission of creating development opportunities and awareness of the experiences and contributions of the Hispanic/Latinx employees at Axon.

EMPLOYMENT PRACTICES

We have practices in place to properly address equal opportunity employment, affirmative action, and diversity within our company and hiring practices. We have implemented specific hiring and recruitment practices to accomplish Axon's commitment to equal employment opportunity and affirmative action.

JOB LISTING AND APPLICATION PROCESSES

When crafting or reviewing job listings, we ensure that the appropriate level of education, experience, competencies, skills, knowledge, and abilities are directly related to the satisfactory performance of the duties and responsibilities of the position. Job titles do not include references to gender, and the application process does not request information regarding birth



date, marital status, dates of elementary education, arrest and conviction records, or number of children.

Axon makes continuing good faith efforts to obtain gender, race, and ethnicity information from each applicant on a voluntary basis. The form for specifying gender and ethnicity is used only for affirmative action purposes consistent with applicable regulations. Any web-based application process is updated as necessary to ensure compliance with company policies and applicable Federal and State equal employment opportunity regulations.

With reference to the revised regulations to Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Axon no longer asks applicants to self-identify, even voluntarily, their status as a special disabled veteran or an individual with disabilities until after an offer of employment has been made and before the person's employment commences.

DIVERSE AND INCLUSIVE RECRUITMENT

We consistently align with programs that foster those with diverse backgrounds. Recruitment advertisements are placed in major publications and web-based job boards in an attempt to reach all qualified applicants, including minority and female candidates. Axon also participates in job fairs and at colleges and universities.

In addition, the Axon Leadership Development Program was launched as a catalyst to engage university graduates in a leadership program that advances Axon diversity and fosters an inclusive workplace environment. Our internship program was developed as a way to introduce young scholars to a variety of corporate operations and job functions.

We recruit from schools across the globe with an eye on not only the best science, technology, engineering, and mathematics programs, but also with those that host under-represented demographics. We are actively involved in Code.org.

SUPPORTING DIVERSITY GLOBALLY

Axon participates in and supports programs and groups outside of our company to further foster diversity and inclusion. Some of those initiatives include:

- ▶ Attendance at the Seattle, WA and Phoenix, AZ Pride Parades
- ▶ Participation in veteran job readiness events
- ▶ Host professional development and networking activities to create a sense of community, collaboration, recognition, professional development, networking opportunities and community service initiatives at local offices
- ▶ Support diversity in Law Enforcement world-wide by supporting organizations like the International Association of Women Police, US Women In Law Enforcement Conference, AZ Women's Initiative, and the National Organization of Black Law Enforcement Executive (NOBLE)

DIVERSITY IN OUR SUPPLY CHAIN

Axon's Supply Chain team continually looks to discover and partner with the best supply partners with regards to quality, cost, and availability. This includes actively seeking and recruiting partners through traditionally disadvantaged channels and utilizing scorecards which give credit for expanding our diversity. Axon is also a member and sponsor of the National Minority Supplier Development Council (NMSDC) and works to award opportunities to small, regional, subcontractors on bids for business.



To promote additional diversity across our supply base, product parts are imported from foreign nations such as China, Taiwan, and Mexico. These parts are then used in the finished products assembled at our headquarters and manufacturing facility in Scottsdale, AZ.

DIVERSITY IN OUR PROJECT PARTNERS

In addition to our commitment to partnering with MWDBE firms in our supply chain, Axon looks to diverse organizations as partners on projects. For example, we have contracted with a variety of MWDBE firms in the past to improve community outreach programs in our partner cities, including spreading awareness on the positive effects of deploying a comprehensive body-worn camera program. The major cities included in this effort were Cincinnati, OH, and Memphis, TN.

Our team is committed to offering these opportunities to diverse partners for product installations, supplied materials, consulting services, and support services through the RFx process and business solicitation.

TRACKING OUR PERFORMANCE

Axon tracks and measures MWDBE performance in accordance with internal goals and those of our business partners and customers. We achieved 10% of diverse spend for 2023; 6% of this spend was with small/disadvantaged business.

Axon's team continues to actively search for additional spend in the categories of Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, and HUBZone via the following avenues:

- Procurement Technical Assistance centers
- Trade and professional organizations and conferences
- Department of Commerce Minority Business Development agencies
- State, county, and city minority business offices
- Small, minority, women-owned, veteran business organizations, and disadvantaged business offices
- U.S. State and Local Chambers of Commerce
- Department of Veterans Affairs (VOSBs and SDVOSBs)
- SBA Commercial Marketing Representative platform
- Dynamic Small Business search platform

DEMONSTRATING OUR COMMITMENT

To support the requirements of this proposal and to demonstrate the efforts of Axon's commitment to a diverse supplier base, we are offering the following details regarding our current vendors and suppliers. These following partnerships are active as of 2023.

CURRENT PARTNERSHIPS		
VENDOR / SUPPLIER NAME	MWDBE DESIGNATION	SCOPE

SHI International Corp.	Minority-Owned	Cabling and hardware installation and services
Valor Tactical Innovation	Minority-Owned	Supplier of device components
Deque Systems, Inc.	Minority-Owned	Education, Training, Consulting
LaunchTech, LLC	Woman-Owned	Axon Interview products
Abrams Airborne Manufacturing	Woman-Owned	Supplier of device components
Futurus, LLC	Woman-Owned	Virtual Reality program
21 st Century Policing, LLC	Veteran-Owned	Professional and consulting services
Cypress International, Inc.	Veteran-Owned	Professional and consulting services
Special Operations Technology	Veteran-Owned	Supplier of holsters and accessories for TASER energy weapon products



WORKFORCE BREAKDOWN

GLOBAL

Employee Type	(Multiple Items)	Male	Not Specified	(blank)	Grand Total
Worker Type	(Multiple Items)				
Full/Part Time	Full time				
Active Status	Yes				
Worked In Country	(All)				
Count of Employee ID	271				
Row Labels	Column Labels				
American Indian or Alaska Native (Not Hispanic or Latino) (United States of America)	(Female)	13	10		23
Asian - Bangladeshi (United Kingdom)			1		1
Asian - Indian (United Kingdom)		2	5		7
Asian - Other (United Kingdom)			1		1
Asian (India)		2	3		5
Asian (Not Hispanic or Latino) (United States of America)		112	248		360
Asian (Vietnam)		48	140		188
Black - African (United Kingdom)		1			1
Black - British (United Kingdom)			1		1
Black or African American (Not Hispanic or Latino) (United States of America)		43	75		118
Hispanic or Latino (Canada)			2		2
Hispanic or Latino (India)			1		1
Hispanic or Latino (Italy)			2		2
Hispanic or Latino (Netherlands)		3			3
Hispanic or Latino (United States of America)		203	194		397
Ho (Vietnam)		16	45	1	62
I do not wish to answer (United States of America)		16	80		96
Kinh (Vietnam)			1		1
Mixed - White & Black Caribbean (United Kingdom)					1
Native Hawaiian or Other Pacific Islander (Australia)		1			1
Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) (United States of America)		5	6		13
Nung (Vietnam)			1		1
Other (United Kingdom)			1		1
Two or More Races (Not Hispanic or Latino) (United States of America)		30	55		85
White - British (United Kingdom)		6	38		42
White - Irish (United Kingdom)			1		1
White - Other (United Kingdom)			4		4
White - Other European (United Kingdom)		3	8		9
White (Australia)			10		10
White (Finland)		1	6		7
White (Germany)		6	10		16
White (Netherlands)		2	3		5
White (Not Hispanic or Latino) (United States of America)		462	1037	1	1500
(blank)		82	257	21	384
Grand Total		1057	2246	23	3330

DOMESTIC

Employee Type	(Multiple Items)	Male	Not Specified	Grand Total
Worker Type	(Multiple Items)			
Full/Part Time	Full time			
Active Status	Yes			
Worked In Country	United States of America			
Count of Employee ID	271			
Row Labels	Column Labels			
American Indian or Alaska Native (Not Hispanic or Latino) (United States of America)	(Female)	13	10	23
Asian (Not Hispanic or Latino) (United States of America)		112	248	360
Black or African American (Not Hispanic or Latino) (United States of America)		43	75	118
Hispanic or Latino (United States of America)		203	194	397
I do not wish to answer (United States of America)		16	45	62
Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) (United States of America)		5	8	13
Two or More Races (Not Hispanic or Latino) (United States of America)		30	55	85
White (Not Hispanic or Latino) (United States of America)		462	1037	1500
(blank)		40	92	132
Grand Total		924	1764	2699



BIDDER'S REFERENCE FORM

REFERENCE FORM

Please list at a minimum three (3) business references for service contracts similar in scope and intensity as the proposed Invitation for Bid.

COMPANY: Newton Police Department
Reference Name: Sgt. Dan Valente
Description: TASER 10 Certification Program
Location: Newton, MA
Contract Amount: \$ 187,000 Completion Date: 4/2023
Contact: Sgt. Dan Valente Phone: 617.796.2100
Owner & Address: _____

COMPANY: Lynn Police Department
Reference Name: Capt. Sharpe
Description: TASER 10 Certification Program
Location: Lynn, MA
Contract Amount: \$ 711,000 Completion Date: 6/2023
Contact: Capt. Sharpe Phone: 781.595.2000
Owner & Address: _____

COMPANY: Waltham Police Department
Reference Name: Officer Chuck DiChiara
Description: TASER 7 Certification Program
Location: Waltham, MA
Contract Amount: \$ 676,000 Completion Date: 6/2023
Contact: Officer Chuck DiChiara Phone: 781.341.3600
Owner & Address: _____



CONTACT INFORMATION SHEET

Contact Information

Individual who can respond to requests for additional information:

Name: Mark Swenson
Title: Senior Regional Manager
Address: 17800 N. 85th Street Scottsdale, AZ 85255
Phone Number: 917.576.1096
Email Address: mark@taser.com

Individual who is authorized to negotiate and sign a contract:

Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel
Address: 17800 N. 85th Street Scottsdale, AZ 85255
Phone Number: 800.978.2737
Email Address: contracts@axon.com

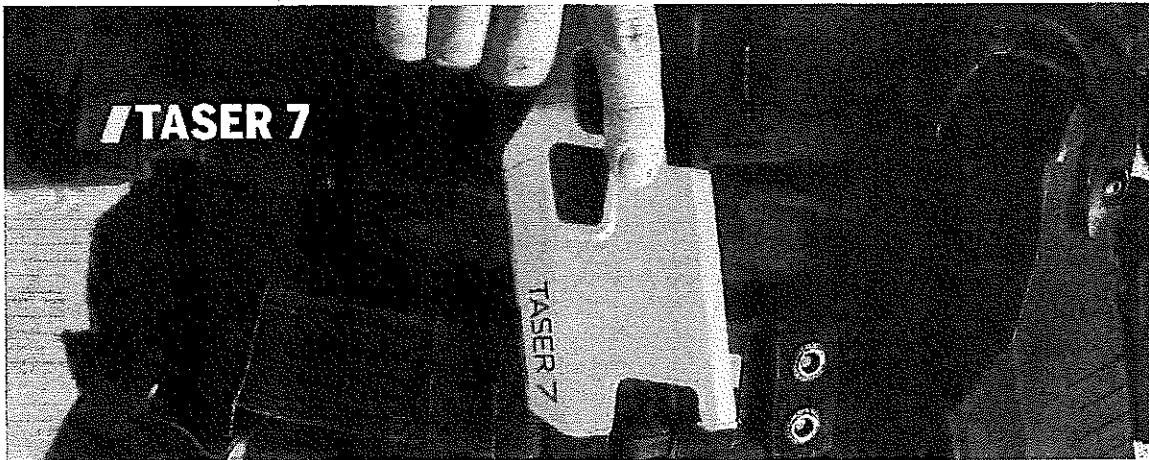
ACKNOWLEDGEMENT OF ALL ADDENDA

No addenda have been issued for this IFB.

APPENDIX



TASER 7 PRODUCT CARD



THE ALL-NEW TASER 7

More effective. More reassuring. More connected.

OUR BEST TASER DEVICE EVER

The TASER 7 device is the product of everything we've learned from in-depth discussions with customers and deployments of TASER devices across thousands of agencies worldwide. We focused design enhancements around three key areas: improving performance to help officers de-escalate situations with confidence; enhancing transparency and officer training to help build consensus with communities about why officers need access to TASER devices and reassure them about their usage; and further integrating TASER 7 devices with the Axon network to reduce the cost and time of managing their TASER energy weapon program.

OUR BEST TASER DEVICE EVER

TASER 7 is central to our vision of making the bullet obsolete. With an emphasis on de-escalation, officers can alert subjects to the presence of a TASER 7 energy weapon, draw it, display its lasers and arc the device. Should intervention be required, the device is often the best option officers have to protect themselves, colleagues, the public – and suspects too. Some of the new or enhanced benefits include:

COMPENSATING FOR CLOSE PROBE SPREADS

We first introduced 'Adaptive Cross Connect' in the TASER X2 device. It's been completely revamped for the TASER 7, with the device including an algorithm to check and recheck the strength of the various connections between positive and negative probes. This ensures that if an officer has a close probe spread in the first discharge, and the same happens with the second two darts, the device will optimize delivery of the pulse – based on the best balance of positive and negative charge – across the greatest possible spreads.

DISCHARGING WITH GREATER POWER AND ACCURACY

A new probe design sees the body of the dart house the wire, with a center-tapped nozzle spiraling the dart to fly straighter and with greater stability to stay on target. Packing the probe with the wire also ensures that it flies 28% faster and impacts with double the kinetic energy to better penetrate thick clothing.

OPTIMIZING IMMOBILIZATION

By accelerating electrical pulse delivery and delivering pulses with greater frequency per second, the TASER 7 device can achieve more effective full-body lock-up for complete immobilization.



IMPROVING CLOSE-QUARTER PERFORMANCE

The TASER 7 device delivers a 93% increased probe spread at close range (where over 80% of deployments happen, according to agency reports).

IMPROVING AIM

A bright green laser helps officers target with greater accuracy, even in sunlight.

AN ATTENTION-GRABBING WARNING

A much louder warning arc – accessed by a large, ergonomically-positioned switch – catches attention and helps officers better pacify suspects and defuse situations.

TAILORING PERFORMANCE TO INCIDENTS

Officers can choose between stand-off and close-quarters cartridges. The cartridges load using the same fluid and instinctive motion familiar to users of the TASER X2 device. We've also added an innovative connecting configuration, allowing two cartridges to be loaded at once.

MORE REASSURING: BUILDING CONSENSUS WITH COMMUNITIES

Engaging communities to support policing is increasingly important in the fight against crime. And, with violent crime rising in many regions, citizens are more open to equipping police officers with TASER devices. To help in reassuring citizens about the use of TASER 7, the device comes with the option of Axon Signal Technology. When a device is armed, Signal alerts nearby Axon cameras – including body-worn, point-of-view and in-vehicle cameras – to begin recording to help capture the full narrative of the incident and your officers' professionalism.

We also provide comprehensive face-to-face training for all officers who carry TASER 7 devices. The training is heavily focused on emphasizing de-escalation. It can be referenced when talking to your community along with statistics that show that use of force incidents are likely to fall – as are injuries to officers and suspects compared to other less-lethal use of force options – when officers carry the devices. We're also producing innovative virtual reality training that presents officers with role-based scenarios to help them better respond to calls involving individuals in crisis or with mental health issues. The training can be taken in bite-sized chunks without the need to take officers away from their duties for any length of time.

MORE CONNECTED: AUTOMATING WORKFLOWS

With the TASER 7, we've helped agencies save hours each month previously spent managing their TASER energy weapon program. This has been achieved by:

SEAMLESS DATA LOGGING AND FIRMWARE UPDATES

Similar to how our body-worn cameras work, when officers dock their TASER devices to charge, usage logs are automatically uploaded to Axon Evidence. The process is managed by the smart rechargeable battery. It acts like an encrypted USB drive to transfer data while it's being charged. Firmware updates take place at the same time. This ensures that the next time the battery is plugged into the device, the latest software will be available – replacing a process that could take weeks – with a straightforward and fully automated workflow that frees program managers to spend time on more valuable tasks.

AUTOMATING ARMORY

Traditionally, most agencies manage the issuing and receipt of devices using paper-based spreadsheets. To replace this time-consuming workflow, TASER 7 devices automate key armory and admin functions. For example, device assignment can be done in seconds with our Axon Device Manager mobile app by simply scanning a barcode on the device. It's also easier to manage inventory in Axon Evidence with better search and status functions to track and view the status of devices.

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STORIES FROM THE FIELD

TASER 7:

STORIES FROM THE FIELD

We built TASER 7, Axon's latest conducted energy weapon, to help officers act with confidence in the field. Featuring a dual-shot design, new cartridges specialized for close-range and standoff deployment distances, and dual LASERs, the TASER 7 lets officers focus on what matters and protect life in the moment. As Axon's first entirely wireless weapon, it's also saving agencies considerable time previously spent managing devices and cables to update CEW firmware and upload firing logs.

WHY TASER 7?

TECHVALIDATE RECENTLY SURVEYED OVER 350 TASER 7 USERS

Here's what TASER 7 users told them:

- 93% said TASER 7 is the best CEW that their agency has used to date.
- 92% said TASER 7 lets their officers act with greater confidence in the field.
- 88% cited TASER 7's double-shot capability as one of their favorite aspects of their TASER program.
- 63% cited TASER 7's new dock and walk workflow as one of their favorite aspects of their TASER program.
- 60% cited TASER 7's new cartridges as one of the favorite aspects of their TASER program.

But that's just our summary of the survey results — here's what the users had to say in their own words:

Benefit: Greater confidence in the field due to TASER 7's advanced performance

97% percent of users surveyed by TechValidate who had previously used a single-shot CEW said that TASER 7's double-shot technology makes them feel more confident in the field

"Officers shared that the warning arc feature and dual shot ability has increased their confidence in using the tool in the field. In situations where time is crucial, the TASER 7 provides Officers the ability to keep their eyes on the threat longer (dual shot) versus looking for another cartridge or tool to control hectic situations."
— Officer at a Major City PD

"Officers are very pleased with the new design and capabilities of having double cartridges. They report being able to focus on target much more quickly with the new laser dot system."
— Captain at a County Sheriff's Office



"All the new features of the TASER 7 have had nothing but positive reviews by our Troopers in the field from the dual cartridges, double lasers that change based on the cartridge selected and the ease of uploading to Evidence.com."

— Lieutenant at a State Highway Patrol

Benefit: Hours saved each month on TASER administrative work

37% of users surveyed by TechValidate stated that they saved 5 hours or more each month on CEW administrative work after adopting TASER 7

"The new features and easier operation functions of the TASER 7 would benefit any officer or department. The upgraded work flow and automatic download capabilities will also save departments numerous hours of man time looking for TASER logs, which Officer was assigned that TASER, cartridge, etc."

— Lieutenant at a County Sheriff's Office

"The streamlined user interface has reduce staff time and the need for a supervisor to interact."

— Chief at a PD

Benefit: Seamless transition from previous CEWs with enhanced training

"We just transitioned over... one hour after taking the transition course one of my officers, who refused to use the old X26P, used the TASER 7. She told me, "I love this thing!"

— Training Sergeant at a PD

"Transitioning from the X2 to TASER 7 was a smooth process. Officers immediately liked the improvements on the CEW. The green laser, redesign of handle and training was impressive. An older officers commented this was the best police training in his career."

— TASER CEW Instructor

"The transition was seamless when we switched over to the TASER 7. The two cartridges at the ready help make dynamic situations less stressful with non-compliant subjects."

— Sergeant at a PD

THESE ARE JUST SOME OF THE BENEFITS THAT AGENCIES LARGE AND SMALL ARE SEEING AFTER ADOPTING THE TASER 7. PLEASE VISIT AXON.COM/TASER7 TO LEARN MORE.

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TASER 7 SPEC SHEET



TASER 7 Specifications

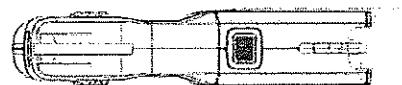
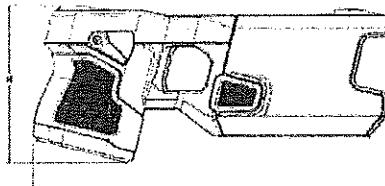


TASER 7 Conducted Energy Weapon (CEW) Models	Model No.	LASER Classification	Color
TASER 7 High Visibility	TS1001	3R	Yellow and black
TASER 7 High Visibility	TS1002	2	Yellow and black

Features Include

- Multiple-shot (2 shots) Conducted Energy Weapon (CEW).
- Housing: High-impact polymer construction.
- High efficiency LED flashlight.
- Class 3R or Class 2 green top LASER and red bottom (3.5° and 12°) LASERs available.
- Arc switch enables drive (touch or contact)-stun with or without a TASER 7 Cartridge installed.
- In the event of a 2-cartridge deployment, TASER 7 Adaptive Cross Connect (ACC) technology will distribute the discharge pulses across the 4 possible connection combinations (from any positive to any negative probe or weapon electrode). Based on real-time connection measurements, ACC continually monitors and adapts each electrical connection's PPS.
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, and operating mode.
- The CEW logs record information from a variety of sensors. Data can be downloaded using the TASER 7 Dock and accessed via Axon Evidence (Evidence.com) services.
- Onboard self-diagnostic and system status monitoring and reporting.
- Ambidextrous safety switch. The output cycle can be stopped at any time by shifting the safety switch to the down (SAFE) position.
- The TASER 7 can be agency-configured so the CEW's output cycle stops at 5 seconds and the weapon will emit an audible alert for the last 2 seconds of the CEW output cycle.
- Compatible with Axon TASER 7 Cartridges only.
- The TASER 7 is compatible with Axon Signal technology.

Mechanical Specifications



Parameter	Test Condition	Min	Typ	Max	Unit
(L) Length	Without battery or cartridge		7.45 (18.9)		in (cm)
(H) Height	Without battery or cartridge		3.25 (8.25)		
(W) Width	Without battery or cartridge		1.65 (4.19)		
Weight	Without battery or cartridge		0.6 (0.27)		lb (kg)

¹ Additional items available. Please contact Axon sales and customer services for more information.



Page 1 of 4



TASER 7 Specifications



Parameter	Test Condition	Min	Typ	Max	Unit
Trigger Pull Force ²			4.2 (18.7)		pounds (newton)

Electrical Output Characteristics³

Parameter	Test Condition	Min	Typ	Max	Unit
Delivered Parameters⁴					
Pulse Charge ⁵	250-1000 Ω	59	63	67	μC (microcoulomb)
Pulse Rate ^{6,6}	Single Bay	21	22	23	Pulses Per Second (PPS)
	Two Bay	43	44	45	
Pulse Duration	600 Ω ⁷	35	45	55	μs (microseconds)
Total Discharge Time ("on" time)	22 PPS into 600 Ω ⁷	0.00077		0.0012	seconds
Aggregate Current ⁸	22 PPS into 600 Ω ⁷	0.0013		0.0015	A (amperes)
Energy per Pulse	500 Ω ⁹	0.063	0.081	0.104	J (joules)
Peak Loaded Voltage	600 Ω ⁷	1500		2600	V (volts)
Adaptive Cross Connect					
Adaptive Cross Connect Pulse Rate ^{6,10,11}	Two Bays, 2 to 4 probes in load ¹²	21		45	PPS (Pulses Per Second)

² Trigger pull weight may vary with temperature.

³ For further information on the specifications of the TASER 7 CEW, see D. Panescu, M. Nerheim, M. W. Kroll and M. A. Braye, "New Conducted Electrical Weapons: Electrical Safety Relative to Relevant Standards," *Conf Proc IEEE Eng Med Biol Soc*, vol. 39, Jul 2017, pp. 2185 - 2190 (2017); see also American National Standards Institute (ANSI)/CPLSO-17-2017, Electrical Characteristics of ECDs and CEWs.

⁴ A "delivered" parameter represents an amount that is expected to enter a subject's body when a circuit is completed, and electrical current is delivered from the TASER CEW. Data obtained by connecting resistive loads to the dart spears on a spent cartridge.

⁵ Pulse rate may vary over operating temperature and battery conditions.

⁶ Note: This limit applies to probe pairs and not to individual probes. For example, in a triangular output (system of three probes where the 4th probe is not making an electrical connection) one probe will be the common return for the other two probes. In a triangular output the Adaptive Cross Connect technology will limit the pulse rate on each good connection to around 17.6 PPS, resulting in as many as 44 ± PPS on the common probe.

⁷ Non-inductive resistor. Duration measured from -100 mA to 100 mA per ANSI CPLSO-17

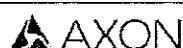
⁸ Aggregate current is the flow of charge per second. Equals pulse rate time pulse charge.

⁹ Standard load: consisting of a non-inductive resistor of $500 \pm 2.5 \Omega$ resistor. International Electrotechnical Commission, Household and Similar Electrical Appliances—Safety—Part 2—76: Particular Requirements for Electric Fence Energizers IEC 60335-2-76, Ed 2.1, 2009, Geneva: IEC.

¹⁰ Pulse rate may vary over operating temperature and battery conditions.

¹¹ Adaptive Cross Connect pulse rate per connection will vary dynamically based on the quality of the connection. Good connections will have higher PPS (up to 22 nominal), poor connections fewer PPS (down to 4 nominal).

¹² Two probes of opposite polarity (top and bottom) are required to deliver electrical pulses to the load.

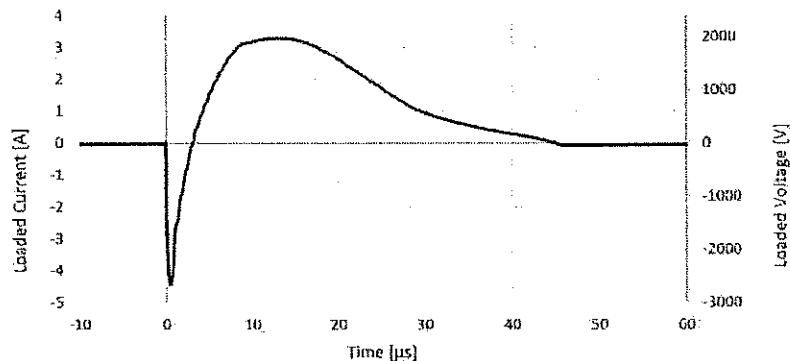




TASER 7 Specifications



Electrical Output Waveform¹³



Flashlight and LASER Characteristics

Parameter	Test Condition	Min	Typ	Max	Unit
Flashlight Luminous Output ¹⁴			210		lm (lumens)
Green LASER Power Output ¹⁵	CLASS 2		0.85	1.0	mW (milliwatts)
	CLASS 3R		4	5.0	
Red LASER Power Output ¹⁵	CLASS 2		0.85	1.0	mW
	CLASS 3R		4	5.0	

Environmental Specifications and Product Life

Parameter	Test Condition	Min	Typ	Max	Unit
Operating Temperature ^{16,17}		-20		50	°C
		-4		122	°F
Storage Temperature ¹⁷		-20		50	°C
		-4		122	°F
Water Ingress ¹⁸	IPX3	IPX3			
Dust Ingress ¹⁸	IP5X	IP53			

¹³ Waveform graph represents a single output pulse into a 600 Ω non-inductive resistor.

¹⁴ Flashlight output may vary with operating temperature, battery, environmental, and other conditions.

¹⁵ LASER output power may reduce depending on operating temperature.

¹⁶ Unless otherwise specified all specifications are valid over operating temperature range.

¹⁷ Operating or storage outside of specified temperature range may cause improper operation or damage to the CEW and its accessories.

¹⁸ Only valid with TASER 7 Cartridges and battery pack installed in CEW.





TASER 7 Specifications



Parameter	Test Condition	Min	Typ	Max	Unit
Operating Relative Humidity				95	Percent
Product Useful Life ¹⁹			5		Years

Electrostatic Discharge (ESD) Ratings

Parameter	Test Condition	Value	Unit
V _{BD} Electrostatic Discharge ^{20,21}	Contact	±4	kV (kilovolt)
	Air	±8	

Patent: www.axon.com/patents

Important Notice

Actual measurements on particular products may vary as a result of many factors including factors outside Axon's control. Product specifications may change without notice; actual product may vary from picture, image, or graphic. Please refer to current Axon published product specifications for specified limits and test conditions. Read the manual and product literature.

For more information see current TASER device/product specification sheets, training materials, product manuals, and Web site (www.axon.com). Axon Enterprise Inc. reserves the right to change or modify this document without notice.

TASER 7

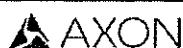
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¹⁹ Recommended useful life.

²⁰ IEC EN 61000-4-2 [Electrostatic Discharge (ESD) Immunity Test].

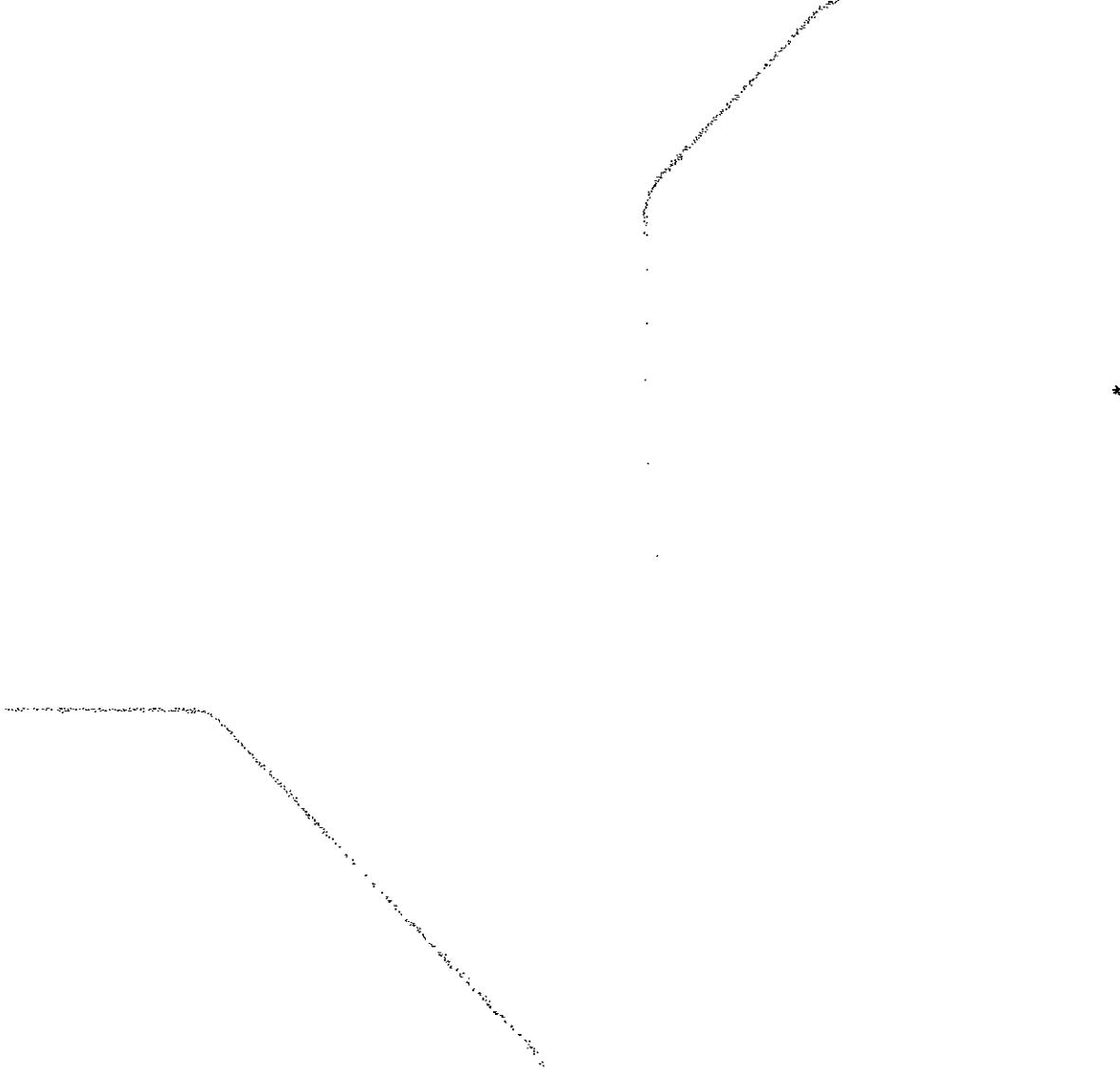
²¹ ESD rating is applicable to all parts of the system CEW handle, cartridge, and battery pack.





AXON'S PROPOSED TERMS

Axon's proposal is contingent upon the acceptance of Master Services and Purchasing Agreement, which can be found at www.axon.com/sales-terms-and-conditions, and not the terms of the IFB as the definitive terms to govern any purchase resulting from this submission, except with respect to quantity, pricing and technical specifications. Axon would be happy to negotiate these terms in good faith upon award.



**CAPTURE TRUTH
ACCELERATE JUSTICE
PROTECT LIFE**



EXHIBIT C