



★ RUSH ★

Blanket Contract # 20180638

City of Springfield Blanket Contract Tracer Log

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

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			RW	06/07/18
Police Department	JAD	6-12-18	JAD	6-12-18
City Comptroller	LKL	6/13/18	LKL	6-13-18
Law		6-13-18		6-13-18
CAFO	mm	6/19/18	mm	6/20/18
Mayor	eg	6/20/18	eg	6/20/18
Office of Procurement			RW	6/20/18

Vendor No.: 17392

Contract No: 20180638

Blanket Contract Date: 04/27/18

Blanket Contract Amount \$150,000.00

Blanket Renewal Date: 02/01/2019

Blanket Contract Expiration Date: 04/26/2021

Req No.:

Act No.:

Bid No.: 18-092

Vendor Name: Axon Enterprise Inc

Blanket Contract Purpose: Purchase of Tasers, Equipment & Training

Requesting Dept.: Police Dept

TYPE OF DOCUMENT (Please select at least one):

☒ New

☐ Amendment

☐ Extension

☐ Renewal

PRICE AGREEMENT FOR TASERS, TRAINING AND MAINTENANCE

CITY CONTRACT NUMBER: 20180638

This Agreement is effective as of the April 27, 2018, by and between the CITY OF SPRINGFIELD, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Springfield Police Department (hereinafter ; "SPD"), with the approval of the Mayor (collectively referred to herein as the "City"), and **AXON Enterprise Inc.**, a Corporation with a mailing address at 17800 North 85th Street, Scottsdale, AZ 85255, (hereinafter the "Vendor").

WHEREAS, The City is in need of a qualified vendor to provide a wide range of 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. 18-092, 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: **Shawnacee Nezoil**

C. Telephone: **(480) 463-2177**

D. E-mail: **shawnacee@axon.com**

E. City Vendor No.: **17392**

II. SCOPE OF SERVICES

A. General

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

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

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

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

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

B. Delivery

1. All prices are to include delivery to the place designated by the SPD. No charges for standard 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 Forty-five (45) 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:

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

Springfield Police Department/Springfield Police Academy

3. Vendor shall retain title to merchandise until accepted by the SPD at the place designated for delivery. Vendor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the SPD for any loss thereby incurred. Notwithstanding the above, if Supplier does not receive written notice the products or services have been rejected within Fourteen 14 days of the City's receipt of the products or services, the products or services will be deemed accepted.

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

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

6. All products must be delivered and unloaded in-house or on-site to the location at the vendor's risk with all charges for transportation and unloading prepaid by the vendor. Product delivery is to be made via the vendor's vehicles or common carrier. The vendor must deliver to the area specified on the purchase order in 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. 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. Vendor's warranty term is attached hereto as Exhibit A.

2. All products shall carry the manufacturer's warranty of merchantability and fitness for a particular purpose.

3. All items purchased shall carry a standard manufacturer warranty.

4. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of receipt of hardware products and ninety-days for accessories.

III. CONTRACT PRICING

A. Compensation

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

B. Pricing, Discount Structure and Rule for Award

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

A.	12	each	#22003- Handle, Yellow, Class III, X2 Taser CEW	\$ 1,170.00
B.	50	each	#22501- Holster, Blackhawk, Right, X2, 44HT01BK-R-B	\$ 75.00
C.	10	each	#22504- Holster, Blackhawk, Left, X2 44HT01BK-L-B	\$ 75.00
D.	1	each	#22013- Kit, Data port download, USB, X2/X26P	\$ 188.00
E.	5	each	#80004- Target, Conductive, 2 Part, Top & Bottom	\$ 31.00
F.	500	each	#22151- Cartridge, Performance, Smart, 25'	\$ 36.00
G.	100	each	#22155- Cartridge, Performance, Smart, Inert Sim, 25'	\$ 49.00
H.	75	each	#22011- APPM, Battery Pack, Auto Shutoff, X2/X26P	\$ 75.00
I.	12	each	#22014- Warranty, 4 Year	\$ 363.00

2. The SPD may purchase any, all, or none of the products specified in accordance with its actual requirements up to the amount of the contract not to exceed limit. The listed products are the products that the City purchases most often, reason but may not be the entirety of goods purchased by the City or offered by the Vendor under this agreement.
3. Prices will remain fixed for the term of the contract. At the time of any extensions, the Vendor may request unit price increases or request to use an updated price list for the extension period. 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 be from **April 27, 2018 to April 26, 2019**.
2. **Renewal Options.** The City reserves the right to exercise up to Two (2) separate One-year in length renewal options to be utilized upon written agreement of the Parties.
3. The Vendor will provide the equipment specified in the condition and manner specified by the SPD Director or his designee. Any changes to delivery schedules or terms must be approved by the Police Commissioner or his designee.

V. INSURANCE AND INDEMNITY

- A. Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts providing coverage for all claims pursuant to M.G.L. c. 152.
- B. Comprehensive automobile and vehicle liability insurance covering claims based on personal injuries, including death, and/or damages to property arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000.00 single limits and \$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 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 reasonable attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally responsible. This indemnity shall survive termination of the contract.

VI. GENERAL

1. The Vendor is an independent contractor and not an employee, agent, partner, joint venturer, or any entity for whose conduct the City is legally responsible.

2. The Vendor agrees to perform all services OR provided all equipment in a professional, competent, proper, and safe manner and to comply with all applicable laws, rules, regulations, codes, ordinances, and all other authority applicable to the goods/services that are the subject of this contract.

3. The Vendor shall be fully liable for any damage to City property caused by the acts or omission of the Vendor or any employee or sub-contractor of the Vendor.

4. The Vendor warrants that the supplies provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and in the City of Springfield IFB 18-092 specifications, attached hereto as **Exhibit A** and incorporated by reference herein.

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

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

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

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

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

VII. GOVERNING LAW

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

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

VIII. RECORDS

A. Records. The records of the Vendor insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have access upon reasonable notice to Vendor 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 reasonable 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 upon reasonable request by 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.

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

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

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

E. Upon any termination, the City shall be obligated to pay only for services and materials satisfactorily provided up to the date of termination, less any damages or refunds owed to the City under this contract or the law. In no event shall either Party be entitled to recover lost profits, special, incidental, punitive, exemplary or consequential damages.

X. CONFLICT OF LAWS & NON DISCRIMINATION

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

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

XI. ENTIRE AGREEMENT

A. This Agreement represents the entire and integrated Agreement between the City and the Vendor, and supersedes all prior negotiations, representations or agreements, either oral or written. The Parties acknowledge that they are entering into this agreement freely and voluntarily and are not relying on any terms, conditions or promises, which are not expressly set forth within the terms of this agreement. This Agreement may be amended

only by written instrument signed by all of the parties listed on the signature page hereto. No assignment or transfer of the Vendor's interest in this Agreement or the proceeds of this Agreement are valid without the consent of the City.

SIGNATURE PAGE LOCATED NEXT PAGE DOWN

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

THE VENDOR:

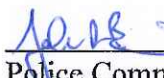
AXON Enterprise, Inc.


BY: VP Sales & Support operations
Date signed: 6/6/18

THE CITY OF SPRINGFIELD:


Office of Procurement
Date signed: 6/8/18

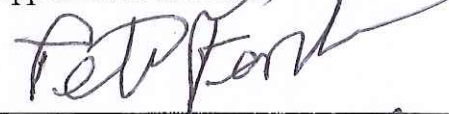
Approved:


Police Commissioner
Date signed: 6-12-18


W/L **n/A**
Approved as to Appropriation:


City Comptroller 10/20/18
Date signed: 6/14/18

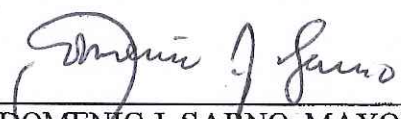
Approved as to Form:


City Solicitor 6-13-18
Date signed: 6-13-18

Approved:


CAFO
Date signed: 6/20/18

Approved:


DOMENIC J. SARNO, MAYOR
Date signed: 6/20/18



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

May 11, 2017

Subject: Individuals Authorized to Negotiate Contract Matters on Behalf of Axon, Enterprise, Inc. ("Axon").

To Whom It May Concern:

Axon hereby certifies that the following individuals have the authority to negotiate Contract terms and render binding decisions on Contract matters.

Doug Klint, General Counsel
doug@Axon.com; 800-978-2737

Isaiah Fields, Vice President and Associate General Counsel
isaiah@Axon.com; 800-978-2737

Robert Driscoll, Vice President of Sales & Support Operations
bobby@Axon.com; 800-978-2737

Paige Roncke, Director of International Sales Operations
paige@Axon.com; 800-978-2737

Alissa McDowell, Sr. Contracts Manager
amcdowell@Axon.com; 800-978-2737

Caitlin Morgan, Contracts Manager
cmorgan@Axon.com; 800-978-2737



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon hereby certifies that the following Executive Officers have the authority to sign and legally bind the company.

Rick Smith, Chief Executive Officer
rick@Axon.com; 800-978-2737

Doug Klint, General Counsel
doug@Axon.com; 800-978-2737

Jawad Ahsan, Chief Financial Officer
jawad@Axon.com; 800-978-2737

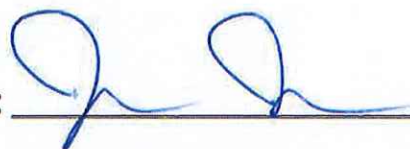
Luke Larson, President
llarson@Axon.com; 800-978-2737

Joshua Isner, Executive Vice President, Global Sales
josh@Axon.com; 800-978-2737

The following corporate representative has the authority to enter into and sign sales and purchase contracts on behalf of the company.

Robert Driscoll, Vice President of Sales & Support Operations
bobby@Axon.com; 800-978-2737

Regards,

Signature: 

Printed Name: Josh Isner

Title: EVP, Global Sales

Date: 5/11/2017



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.

FAILURE TO SUBMIT THE FOLLOWING FORM IS CAUSE FOR IMMEDIATE REJECTION.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

001024083

86-0741227

Individual Social Security Number

State Identification Number

Federal Identification Number

Company: Axon Enterprise, Inc.

P.O. Box (if any): Street Address Only: 17800 N. 85th St.

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 ☒

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. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Luke Larson certify under the pains and penalties of perjury that Axon Enterprise to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Axon Enterprise, Inc.

Bidder/Proposer/Contracting Entity

Authorized Person's Signature

Date: 4/9/18

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Luke Larson certify under the pains and penalties of perjury that Axon Enterprise to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Axon Enterprise, Inc.

Bidder/Proposer/Contracting Entity

Authorized Person's Signature

Date: 4/9/18

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Luke Larson certify under the pains and penalties of perjury that Axon Enterprise, Inc. to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Axon Enterprise, Inc.

Bidder/Proposer/Contracting Entity

Authorized Person's Signature

Date: 4/9/18

Notary Public

STATE OF Arizona

4.9, 2018

County of Maricopa, ss.

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



PAULA M. ANDREWS
Notary Public - Arizona
Maricopa County

My commission expires:

Paula M. Andrews
Notary Public
2.22.20

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

EXHIBIT A

(Bid 18-092)

X

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

INVITATION FOR BID

Bid Number: 18-092 Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department

IFBs will be received at the Office of Procurement until 2:00 P.M. EST April 18th, 2018 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 "18-092, 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: Theo Theocles, Deputy Procurement Officer

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

As requested by: City of Springfield, Police Department

Acknowledge addenda number(s) _____

This Proposal is submitted by: _____
(Company Name)

(Company Address)

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

(Signature and Date)

Telephone Number: _____ Fax Number: _____

E-mail: _____

**IFB No. 18-092 PRICE AGREEMENT FOR PURCHASE OF
TASERS, HOLSTERS, ACCESSORIES, TRAINING AND
MAINTENANCE**

SPRINGFIELD POLICE DEPARTMENT

CITY OF SPRINGFIELD

Bid Opening Date:

April 18, 2018 2:00 P.M. EST

PART I. INTRODUCTION

A. General

1. The City of Springfield Massachusetts (the "City") through the Springfield Police Department ("SPD") is seeking bids seeks bid responses from qualified vendors to provide Tasers, holsters, accessories, training and maintenance. The purpose of this IFB is to meet the SPD needs for providing safety for the City of Springfield. The resulting contract(s) will allow great flexibility in the purchase of Tasers and related supplies and services.
2. The Selected Vendor will be responsible for providing all necessary labor, supervision, materials, equipment and supplies for the services specified in this IFB. The City will **NOT BE OBLIGATED** to purchase any goods/products under any awarded contract. The City reserves the right to solicit other proposals for work that is not a part of this proposal.
3. The City is seeking vendors that can meet the City's needs to supply Tasers, Holsters and all Accessories 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 or groups 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 initial term of this contract shall be for One (1) year. The City will also retain Two (2) one-year in length renewal options, to be exercised at the City's sole discretion.

4. 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.

5. The awarded contract will be in a similar form as the Sample Contract attached to this IFB as Exhibit B. By submitting a bid, Vendor is accepting they will be bound to the terms and conditions as listed in Exhibit B.

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

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

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

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

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

II. BID SUBMISSION INFORMATION

A. Questions and Addenda

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

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

2. All inquiries related to the requirements should prominently refer to "Bid No. 18-092, Price Agreement for the Purchase of Tasers, Training and Maintenance", and the bid opening date. In

order to be considered, questions must be made in writing and received by the Office of Procurement no later than **April 10, 2018 at 4:30 P.M.** Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Bidders(s) holding the bid documents. Bidders should base responses only on the specifications including any addenda.

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

B. Required Forms

1. The Vendor understands that the following documents included in this bid must be included in the Vendor's response to this bid. If Vendor fails to provide all documents requested below, the bid cannot be considered and will be rejected.

2. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement before the time set for receipt. Review your bid response carefully to be sure all requirements are included.

3. Unnecessary samples, attachments or other documents not specifically asked for should not be submitted. Please enter the firm price in the space provided on your Cost Sheet. Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt.

4. The following documents require responses and must be included in the *sealed* bid response package (**Required Documents**):

1. IFB Cover Sheet (**Signed**)
2. **Exhibit A**, Pricing Sheet
3. **Exhibit B**, Sample Contract (**included for Bidder review only, not for bid submission**)
4. Non Collusion/Fraud Form
5. Tax Certification Affidavit (**must be signed and notarized**)
6. Affirmative Action Plan Form
7. Bidders Reference Form
8. Acknowledgment of all Addenda (**if issued**)
9. 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. 18-092, Price Agreement for the Purchase of Tasers, Training and Maintenance**". The Bid envelope shall be placed inside a single container (box, envelope, etc.) clearly identified on the outside as Vendor's name; "**Bid No. 18-092, Price Agreement for the Purchase of**

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

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

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

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

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

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

6. Bid responses must be received by **2:00 PM EST on April 18, 2018**. 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.

D. Estimated Procurement Calendar

EVENT	DATE
SOLICITATION: RELEASE DATE	April 3 rd , 2018
DEADLINE FOR SUBMISSION OF WRITTEN QUESTIONS TO CITY OF SPRINGFIELD – OFFICE OF PROCUREMENT	April 10 th , 2018 4:30 P.M. EST (rwalker@springfieldcityhall.com)

OFFICIAL ANSWERS PUBLISHED (ESTIMATED)	April 12 th , 2018, 4:30 P.M. EST
SOLICITATION CLOSE DATE / SUBMISSION DEADLINE	April 18 th , 2018; 2:00 P.M. EST
CONTRACT(S); ESTIMATED CONTRACT START DATE	No later than April 20 th , 2018

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

B. Delivery

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

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

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

2. Contractor shall retain title to merchandise until accepted by the SPD at the place designated for delivery. Contractor shall be responsible for filing all claims for damage or loss resulting from shipment, and shall provide timely remedy to the SPD for any loss thereby incurred.
3. All items covered by this contract shall be subject to inspection and acceptance at destination. Any material found to be damaged, as well as broken seals on packages or unmarked packages shall be

removed and replaced by the Contractor at no cost to the SPD. All products delivered to ordering departments will be new and in unopened cases or boxes. Shipments must have an itemized packing slip.

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

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

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

C. Product Specifications and Branding

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

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

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

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

D. Warranty

1. The vendor shall act as the manufacturer's agent for all warranty issues.

2. All items purchased shall carry a standard manufacturer warranty.

3. The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of the product.

E. Pricing, Discount Structure and Rule for Award

1. Unit prices only are to be entered on the bid form (See Exhibit A) for the SPD's requirements during the contract term. The SPD may purchase any, all, or none of the products specified in accordance with its actual requirements up to the amount of the contract not to exceed limit.

2. Core Items, listed in Exhibit A will be an evaluation tool and will be an integral part of the vendor evaluation process for contract award, but the City will not be limited to purchasing only these products. The listed products are the products that the City purchases most often, and will be used for awarding purposes for this reason.

3. Award for this contract will be awarded to One (1) bidder who are the most responsive and responsible and who offer the lowest price.

F. Restocking

1. Vendors are required to take back any item within thirty (30) days of receipt of the order at no charge to the City, except in the case of special order items.

2. For special order items, the vendor is not allowed to charge a restocking fee. If the requesting department, through their own fault, incorrectly ordered the item(s), the department will pay for return shipping. If the ordering is due to incorrect information from the vendor or any other vendor error, the vendor must pay for return shipping.

IV. ADDITIONAL SERVICE REQUIREMENTS

A. General Information

1. This IFB does not give the successful bidder(s) the proprietary right on sale of products covered within this IFB. This IFB and resulting contract are intended to supplement existing primary commodity contracts.

2. The City is not required to purchase any items from any Vendor and reserves the right to purchase such supplies from other vendors.

3. Bidders are required to have an established customer service and technical support team. Bidders must identify in their bid response their customer service and technical support teams who will be dedicated to this contract.

4. Bidders must identify in their bid response a Contract Manager to be the contact person responsible for contract compliance during the term of the resulting contract. This contract manager will remain as liaison as long as the City deems that person capable of supporting the awarded contract. (The Contract Manager can be the same person as identified in Section Three).

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

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

IV. INVOICING AND BILLING REQUIREMENTS

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

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

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

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

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

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

END OF SPECIFICATIONS

EXHIBIT A

(Bid Pricing Sheet)

BID LISTING SHEET- Exhibit A

Ship to: Springfield Police Department, 130 Pearl Street, Springfield MA 01103 Attn: Officer VanZandt

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

Tasers & Accessories "or equal"

1.	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	\$ _____

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.

EXHIBIT B

(Sample Contract)

CITY CONTRACT NO.

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

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

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

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

WHEREAS, the goods to be purchased under this agreement being procured, by the City pursuant Bid No. 18-092, by Massachusetts General Laws Chapter 30B; and

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

I. SCOPE OF SERVICES

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

B. Purchase Breakdown:

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

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

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

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

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

II. MATERIAL CHANGES TO AGREEMENT, CONTRACT CONTACTS

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

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

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

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

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

The Vendor: XXXX

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

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

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

III. COMPENSATION

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

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

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

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

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

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

IV. RECORDS

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

V. TERMINATION

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

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

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

VI. INDEMNIFICATION

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

VII. COMPLIANCE WITH LAWS

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

SIGNATURE PAGE TO FOLLOW

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

THE VENDOR:
XXXX

BY: _____
Its: _____
Date signed: _____

THE CITY OF SPRINGFIELD:

Lauren Stabilo
Chief Procurement Officer

Springfield Police Department

Approved as to Appropriation:

City Comptroller

Approved as to Form:

City Solicitor

Approved

CAFO

Date signed: _____

APPROVED:

DOMENIC J. SARNO, MAYOR

Date signed: _____

COLLUSION OR FRAUD STATEMENT

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

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

TO BE INCLUDED IN ALL SPECIFICATIONS

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

A. COMPLIANCE WITH TAX LAWS

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

B. TAX CERTIFICATION AFFIDAVIT.

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

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

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

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

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

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

FAILURE TO SUBMIT THE FOLLOWING FORM IS CAUSE FOR IMMEDIATE REJECTION.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____

State Identification Number _____

Federal Identification Number _____

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 a:

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. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____, certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all United States Federal taxes required by law.

Date: _____

Bidder/Proposer/Contracting Entity _____

Authorized Person's Signature _____

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____, certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Date: _____

Bidder/Proposer/Contracting Entity _____

Authorized Person's Signature _____

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____, certify under the pains and penalties of perjury that _____,
(authorized agent) (Bidder/Proposer)
to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Date: _____

Bidder/Proposer/Contracting Entity _____

Authorized Person's Signature _____

Notary Public

STATE OF _____

_____, 2018

County of _____, ss.

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

Notary Public _____

My commission expires: _____

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

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT _____ BID NO. _____

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

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

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

Number of Minorities _____ Number of Females _____

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

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

AUTHORIZED SIGNATURE

DATE

FIRM

ADDRESS

TELEPHONE NUMBER

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

REFERENCES

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

1. Name: _____
Address: _____

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

2. Name: _____
Address: _____

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

3. Name: _____
Address: _____

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

4. Name: _____
Address: _____

Telephone Number: _____

E-mail: _____

Dates Worked: _____

Description of Work Performed: _____

5. Name: _____
Address: _____

Telephone Number: _____

E-mail: _____

Dates Worked: _____

Description of Work Performed: _____

EXHIBIT B

(Bidder's Response)

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

ORIGINAL

INVITATION FOR BID

Bid Number: 18-092 Price Agreement for the Purchase of Tasers, Training and Maintenance for Springfield Police Department

IFBs will be received at the Office of Procurement until 2:00 P.M. EST April 18th, 2018 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 "18-092, 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: Theo Theocles, Deputy Procurement Officer

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: Axon Enterprise, Inc.

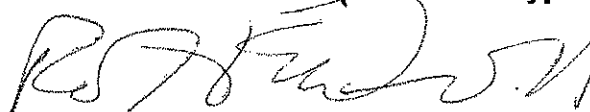
(Company Name)

17800 N. 85th St. Scottsdale, AZ 85255

(Company Address)

signed by: Robert Driscoll, VP Sales & Support Operations

(Printed or Typed Name and Title)

 4 1 9 1 1 8

(Signature and Date)

Telephone Number: 800-978-2737

Fax Number 480-991-0791

E-mail: contracts@axon.com

BID LISTING SHEET- Exhibit A

Ship to: Springfield Police Department, 130 Pearl Street, Springfield MA 01103 Attn: Officer VanZandt

Item No.	Est. Quantity	Unit	Description	Unit Cost
Tasers & Accessories "or equal"				
1.	12	each	#22003- Handle, Yellow, Class III, X2 Taser CEW	\$ 1,170.00
2.	50	each	#22501- Holster, Blackhawk, Right, X2, 44HT01BK-R-B	\$ 75.00
3.	10	each	#22504- Holster, Blackhawk, Left, X2 44HT01BK-L-B	\$ 75.00
4.	1	each	#22013- Kit, Data port download, USB, X2/X26P	\$ 188.00
5.	5	each	#80004- Target, Conductive, 2 Part, Top & Bottom	\$ 31.00
6.	500	each	#22151- Cartridge, Performance, Smart, 25'	\$ 36.00
7.	100	each	#22155- Cartridge, Performance, Smart, Inert Sim, 25'	\$ 49.00
8.	75	each	#22011- APPM, Battery Pack, Auto Shutoff, X2/X26P	\$ 75.00
9.	12	each	#22014- Warranty, 4 Year	\$ 363.00

Total Amount (Unit Cost). Add up total of items 1-9 above: \$ 2,062.00

Total Amount in Words: \$ two thousand and sixty two dollars

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

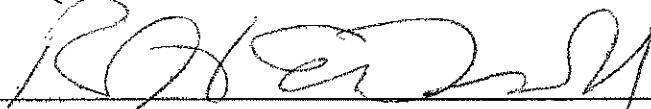
Total bid price: \$51,764.00

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 Driscoll

(NAME OF PERSON SIGNING BID)



(SIGNATURE)

Axon Enterprise, Inc.

(COMPANY)

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT Price Agreement for the Purchase of Tasers, BID NO. 18-092

Training and Maintenance for Springfield Police Department

A.) What is the total number of employees that is currently employed by your company? 871

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL.B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
	B	C	D	E	F	G	H	I	J	K
<u>875</u>	<u>411</u>	<u>17</u>	<u>67</u>	<u>50</u>	<u>0</u>	<u>194</u>	<u>5</u>	<u>100</u>	<u>25</u>	<u>6</u>

B.) What is your anticipated work force for this project/service? N/A
Number of Minorities N/A Number of Females N/A

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories. Not applicable to Axon Enterprise, Inc.

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

M. Rigoni 4.4.2018
AUTHORIZED SIGNATURE DATE

Axon Enterprise, Inc.
FIRM

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

800-978-2737
TELEPHONE NUMBER

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

REFERENCES

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

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

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

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

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Ed Vanzandt
(413) 626-5055
evanzandt@springfieldpolice.net

**Quotation**

Quote: Q-162316-1
Date: 4/6/2018 10:07 AM
Quote Expiration: 5/5/2018
Contract Start Date*: 4/6/2018
Contract Term: 1 year

AX Account Number:
305902

Bill To:
Springfield Police Department - MA
130 PEARL STREET
ATTN: ACCOUNTS PAYABLE
SPRINGFIELD, MA 01105
US

Ship To:
Ed Vanzandt
Springfield Police Department - MA
130 PEARL STREET
SPRINGFIELD, MA 01105
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lindsay Tadduni		lindsay@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

DUE NET 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12	22003	YELLOW X2 CEW, HANDLE	USD 1,170.00	USD 14,040.00
50	22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	USD 75.00	USD 3,750.00
10	22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	USD 75.00	USD 750.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	USD 188.00	USD 188.00
5	80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	USD 31.00	USD 155.00
500	22151	25 FT SMART CARTRIDGE, X2	USD 36.00	USD 18,000.00
100	22155	INERT SIMULATION CARTRIDGE, X2	USD 49.00	USD 4,900.00
75	22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	USD 75.00	USD 5,625.00
12	22014	WARRANTY, 4 YEAR, X2	USD 363.00	USD 4,356.00
DUE NET 30 Net Amount Due:				USD 51,764.00

Grand Total **USD 51,764.00**

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-162316-1

Please sign and email to Lindsay Tadduni at lindsay@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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17800 N 95TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

April 13, 2018

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

**RE: REQUESTED EXCEPTIONS TO CITY OF SPRINGFIELD INVITATION FOR
BID NO. 18-092 PRICE AGREEMENT FOR THE PURCHASE OF TASERS, TRAINING
AND MAINTENANCE FOR SPRINGFIELD POLICE DEPARTMENT**

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

1. Addition of Axon's Terms and Conditions.

Axon respectfully requests that its Warranty Terms (attached) be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the City on these terms and conditions.

2. Part I. Introduction. Section B (3)- Contract Information.

Axon respectfully requests the relevant part of this section be amended as follows:
The City will also retain Two (2) one-year in length renewal options, to be exercised upon mutual agreement of the Parties at the City's sole discretion.

3. Part III. Scope of Services. Section B (1)- Delivery.

Axon respectfully requests the relevant parts of this section be amended as follows:
No charges for standard delivery, drayage, parcel post, packing, cartage, insurance, license fees, or for any other purpose will be paid by the SPD. Delivery of the items ordered will be required within Fourteen (14) Forty-five (45) business days...

4. Part III. Scope of Services. Section B (2)- Delivery.

Axon respectfully requests the following sentence be added to the end of the paragraph:
Notwithstanding the above, if Supplier does not receive written notice the products or services have been rejected within 5 days of the City's receipt of the products or services, the products or services will be deemed accepted.

5. Part III. Scope of Services. Section B (3)- Delivery.

Axon respectfully requests the relevant part of this section be amended as follows:
Any material found to be damaged upon delivery, as well as broken seals on packages or unmarked packages shall be removed and replaced by the Contractor at no cost to the SPD in accordance with Contractor's warranty.

6. Part III. Scope of Services. Section C (1)- Product Specifications and Branding.

Axon respectfully requests the relevant part of this section be amended as follows:



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Products not meeting these standards will be deemed unacceptable and returned to the vendor for repair or replacement in accordance with the Contractor's warranty credit and at no charge to the City.

7. Part III. Scope of Services. Section D (3)- Warranty.

Axon respectfully requests this section be amended as follows:

The Vendor shall guarantee and warrant each product and shall replace, repair, or make good, without cost to the City, any defects or faults arising within one (1) year after date of receipt acceptance of the hardware products and ninety-days for accessories.

8. Part III. Scope of Services. Section F- Restocking.

Axon respectfully requests this section be removed in its entirety.

Best Regards,

A handwritten signature in cursive script that reads 'Alissa McDowell'.

Alissa McDowell, Esq.
Senior Contracts Manager
amcdowell@axon.com
480.905.2038

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective October 25, 2017)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com

¹ The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ Axon Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, Axon Flex camera (including the universal magnetic clip), Axon Flex 2 camera, Axon Body 2 camera, Axon Flex camera, Evidence.com Docks, and Axon Docks.

⁴ Broken blast doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to:

batteries; battery chargers; carrying cases; cables; docking bars;

USB data download kits; headbands; holsters; mounts; DPM, XDPM,

CDPM, PPM, TPPM, APPI, XPPM, TPM, SPPM, and Shockwave

Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail

mounting system.

⁶ The manufacturer's limited warranty provides coverage for Axon

Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2

controller, or Axon Body 2 batteries that have failed or are exhibiting

diminished capacity as result of a manufacturing defect. Under the

Dock, Axon Dock, Axon Signal Sidearm, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.^{6,7} For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow

instructions relating to the product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

Axon provides an additional limited warranty on third-party holsters used in conjunction with the Signal Sidearm sensor. As such, for a period of ONE (1) YEAR from the date of shipment of Axon Signal Sidearm to Purchaser, Axon will provide a credit based on the MSRP of the holster to the Purchaser for damage caused to the holster directly by Axon Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of \$150.00, provided that (a) the Purchaser has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Axon Signal Sidearm voiding the Purchaser's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Axon Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Axon Signal Sidearm that incurs damage not directly caused by use of the Axon Signal Sidearm. Use of the Axon Signal Sidearm with

extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

7 Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon's RMA process.

accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of

essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as

indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

▲, ▲ AXON, Axon, Axon Body 2, Axon Flex, Axon Flex 2, Axon Dock, Axon Fleet, Axon Signal Silearm, Evidence.com, Evidence Sync, Shockwave, Smart Cartridge, TASER CAM, X2, X26, X26P, X-Rail, Protect Life, Protect Truth, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

EXHIBIT C

(Insurance certificate)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/31/2018

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570071441889

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non ECW GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			021391643 GL - Occurrence SIR applies per policy terms & conditions	12/15/2017	12/15/2018	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

CERTIFICATE HOLDER**CANCELLATION**

City of Springfield 36 Court Street Springfield MA 01103 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier :

Certificate No : 570071441889

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570071441889		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570071441889	NAIC CODE		

ADDITIONAL REMARKS

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

General Liability Claim Made ECW Only

Policy Number: 028182385
Carrier: Lexington Insurance Company
Policy Term: 12/15/17 to 12/15/18
Each Occurrence: \$10,000,000
General Aggregate: \$10,000,000
Products Comp/OP Aggregate: \$10,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/31/2018

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Chubb Indemnity Insurance Co.	12777
	INSURER B: Great Northern Insurance Co.	20303
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570071441888

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7359-99-24	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			71755025	09/27/2017	09/27/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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