



Renewal No. 1 for 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			EH	05/22/2019
Police Department		5-28-19		5-28-19
City Comptroller	LL	5.29.19	LL	5.29.19
Law	JK	5.30.19	JK	5.30.19
CAFO	CHM	5.31.19	CHM	6.5.19
Mayor	aj	6/5/19	ceg	6/6/19
Office of Procurement	ext	6/10/19		

Vendor No.: 17392

Contract No. 20180638

Blanket Contract Date: 04/27/2018

Renewal 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: Renewal for Tasers, Training and Maintenance for the Springfield Police Department

Requesting Dept.: SPD

TYPE OF DOCUMENT (Please select at least one):

New

Amendment

Extension

Renewal

NOTICE OF EXERCISE OF RENEWAL OPTION NO. 1; CITY CONTRACT NO. 20180638

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

WHEREAS, on or about April 27, 2018, 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 (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"), entered into a contract for a price agreement for Tasers, Training and Maintenance for the Springfield Police Department, referred to as City Contract No. 20180638, (hereinafter the "Agreement"); and

WHEREAS, The City has ratified and executed Contract No. 20180638, a one year agreement, referring to Bid No. 18-092, which expires on April 26, 2019, and which contained Two (2) one-year in length renewal options, to be exercised at the sole discretion of the City of Springfield; and

WHEREAS, The SPD now seeks to exercise Renewal Option No. 1 to continue the services covered in the agreement, for the amount specified in the original Agreement and unchanged by this renewal notice; and

NOW THEREFORE, the City and the Vendor agree to renew the Agreement under the following terms and conditions:

1. **Article IV (A(2) Terms and Schedule for Services; Term.** The SPD hereby exercises Renewal Option No.1, a one-year in length renewal period, available under the underlying agreement. In doing so, the agreement now has an updated expiration date of **April 26, 2020**. Both parties accept that this is the first of two Renewal Options, available to the City, under the Agreement.
2. **Article III (A(1) Contract Pricing; Compensation.** The amount of the services for the first renewal period (One Year) is estimated not to exceed **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)** including all reimbursable fees and expenses. An updated pricing structure for this renewal term is attached as **Exhibit A**.
3. Except as specifically stated by the provisions of this Renewal, all other terms, provisions, scope, requirements, and specifications contained in the Agreement shall remain the same and in full force and effect for the duration of the Renewal Period.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, and AXON Enterprise, Inc., has caused this Renewal Option No. 1 to be executed in duplicate under seal as of the date the document is executed by all parties listed on the signature page, or their lawful successors in office.

FOR THE ENGINEER,
AXON Enterprise, Inc.

By: 

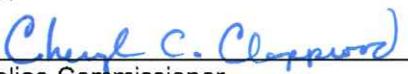
Name: Robert Driscoll

Title: VP, Assoc General Counsel

Date: 3/6/19

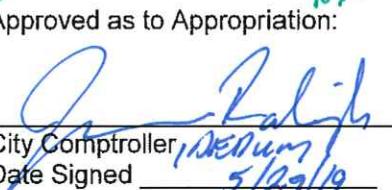
FOR THE CITY OF SPRINGFIELD:

Approved:


Cheyne C. Chapman
Police Commissioner
Date signed: 5/28/19

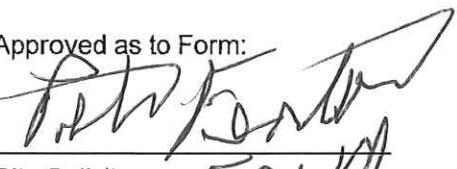
Approved:


Tom Thaler
Office of Procurement
Date Signed 5-21-19

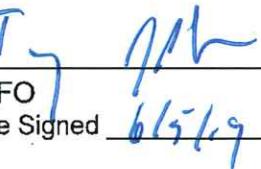

Approved as to Appropriation: 5/4
Ralph

City Comptroller DEB
Date Signed 5/29/19

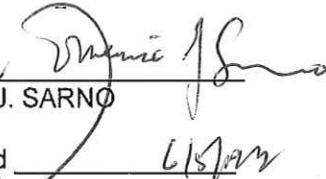
Approved as to Form:


John K. Kerasi
City Solicitor
Date Signed 5/30/19

Approved:


T. J. McHugh
CAFO
Date Signed 6/5/19

Approved:


DOMENIC J. SARNO
MAYOR
Date Signed 6/5/19

TO BE INCLUDED IN ALL SPECIFICATIONS

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

A. COMPLIANCE WITH TAX LAWS

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

B. TAX CERTIFICATION AFFIDAVIT.

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

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

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

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

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

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

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number

061024083

86-0741227

Federal Identification Number

Company:

Axon Enterprise, Inc.

P.O. Box (if any):

Street Address Only: 17900 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:

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

Axon Enterprise, Inc. R. Scott Date: 5/17/19
Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Robert D. Scott, certify under the pains and penalties of perjury that Axon Enterprise, Inc. 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).

Axon Enterprise, Inc. R. Scott Date: 5/17/19
Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Robert D. Scott, certify under the pains and penalties of perjury that Axon Enterprise, Inc. (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.

Axon Enterprise, Inc. R. Scott Date: 5/17/19
Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF Arizona

May 17, 2018

County of Maricopa, ss.

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

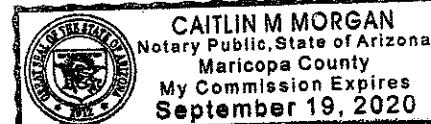
Caitlin Morgan

Notary Public

My commission expires:

9/19/20

**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.**





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/05/2019

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	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A: Lexington Insurance Company	19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERSSES CERTIFICATE NUMBER: 570075011733 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 WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X see Prod Liab info att'd			023627605 GL excluding Products SIR applies per policy terms & conditions	02/01/2019	02/01/2020	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded MED EXP (Any one person) Included PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ SIR \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER: Xcl Prod/Comp Ops						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <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						EACH OCCURRENCE AGGREGATE
	DED <input type="checkbox"/> RETENTION 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 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
	

Holder Identifier :

Certificate No : 570075011733





ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570075011733			
CARRIER See Certificate Number: 570075011733	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Products Liability Schedule

Products/Completed Operations Coverage
2/1/2019 - 2/1/2020:

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

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



17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.axon.com • Sales@axon.com

2019 TASER X2 CEW Law Enforcement Pricing

Model	Product Description	Agency Price
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)		
22002	Black X2 CEW	\$1,220.00 ea
22003	Yellow X2 CEW	\$1,220.00 ea
X2 Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$65.00 ea
22012	Tactical Performance Power Magazine (TPPM)	\$65.00 ea
X2 Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APP)	\$78.00 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$100.00 ea
Optional Accessories		
X2 Holsters		
22502	Holster, X2, Right Hand, Safariland STX Basketweave	\$99.00 ea
22505	Holster, X2, Left Hand, Safariland STX Basketweave	\$99.00 ea
22507	Holster, X2, Right Hand, Safariland STX Hi Gloss	\$99.00 ea
22508	Holster, X2, Left Hand, Safariland STX Hi Gloss	\$99.00 ea
Customer Care Extended Warranty		
22014	4-year Extended Warranty	\$378.00 ea
Professional Services		
85147	CEW Starter Package	\$2,750.00 ea
85150	CEW Add-on Services ²	\$2,080.00 ea
85168	CEW Full Service with Instructor Training	\$17,000.00 ea
X2 Smart Cartridges³		
22150	15' Live Smart Cartridge	\$36.00 ea
22151	25' Live Smart Cartridge	\$38.00 ea
22155	Inert Simulator 25' Smart Cartridge	\$50.00 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$37.00 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$570.00 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$600.00 ea
26762	TASER CAM HD USB download kit	\$18.00 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$150.00 ea
26764	TASER CAM HD Replacement Battery	\$62.00 ea
X2 Dataport Download Kits		
22013	Kit, Dataport Download, USB, X2	\$200.00 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$19.00 ea

¹ When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

² Part 85147 must be purchased before 85150 can be purchased.

³ 15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER X2 and X3 CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33106) are NOT compatible with the X2 CEW.

**Training Equipment**

80004	Target, Conductive, 2-Part, Top and Bottom	\$33.00 ea
44550	Sim Suit Model II	\$675.00 ea
44415	Sim Suit Helmet	\$110.00 ea
44416	Sim Suit Gloves, Set	\$62.00 ea

Axon may change pricing or product offerings at any point in time. The committed pricing is based on each Axon Quote provided to the Agency.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.axon.com/sales-terms-and-conditions>.

For delivery status or to place an order, call Axon's sales department at 800-978-2737 or fax the order to: 480-991-0791.

HANDALL and HOGUE are trademarks of Hogue, Inc., and Safariland is a trademark of Safariland, LLC.

Axon Body 2, Axon Flex, Axon Signal, Smart Cartridge, TASER CAM, X2, X2 and Design, X3, TASER, "Protect Life," and  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.
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17800 N. 85th St. Scottsdale, AZ 85255-6311

Toll Free: 800.978.2737 • Fax: 480.991.0791

www.axon.com • Sales@axon.com

2019 TASER X26P CEW Law Enforcement Pricing

Model	Product Description	Agency Price
X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)		
11002	Black X26P CEW, class III LASER	\$1,065.00 ea
11003	Yellow X26P CEW, class III LASER	\$1,065.00 ea
X26P Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$65.00 ea
22012	Tactical Performance Power Magazine (TPPM)	\$65.00 ea
11010	eXtended Performance Power Magazine (XPPM)	\$76.00 ea
X26P Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APP)	\$78.00 ea
11015	eXtended Automatic Shut-Down Power Magazine (XAPP)	\$82.00 ea
70116	Signal Performance Power Magazine (SPP) ¹	\$100.00 ea
Optional Accessories		
X26P Holsters		
11501	Holster, X26P, Right Hand, Blackhawk!	\$64.00 ea
11504	Holster, X26P, Left Hand, Blackhawk!	\$64.00 ea
Customer Care Extended Warranty		
11004	4-year Extended Warranty	\$331.00 ea
TASER Assurance Plan (TAP)		
85059	TAP CEW Annual Payment, X26P	\$218.00 ea
Professional Services		
85147	CEW Starter Package	\$2,750.00 ea
85150	CEW Add-on Services ²	\$2,080.00 ea
85168	CEW Full Service with Instructor Training	\$17,000.00 ea
TASER CAM HD Recorders		
26810	TASER CAM HD	\$570.00 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$600.00 ea
26762	TASER CAM HD USB download kit	\$18.00 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$150.00 ea
26764	TASER CAM HD Replacement Battery	\$62.00 ea
Dataport Download Kits		
22013	Kit, Dataport Download, USB	\$200.00 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$19.00 ea
Training Equipment		
80004	Target, Conductive, 2-Part, Top and Bottom	\$33.00 ea
44550	Sim Suit Model II	\$675.00 ea
44415	Sim Suit Helmet	\$110.00 ea
44416	Sim Suit Gloves, Set	\$62.00 ea

¹ When the CEW's safety switch is shifted to the up (ARMED) position, the SPPM sends a signal recognizable by Axon Body 2 cameras and Axon Flex systems that are equipped with Axon Signal technology.

² Part 85147 must be purchased before 85150 can be purchased.

**X26P Cartridges**

34200	15' Field Use ³	\$27.00 ea
44200	21' Field Use	\$29.00 ea
44203	25' XP Field Use	\$33.00 ea
44205	21' Non-Conductive Slim	\$28.00 ea
85000	Alligator Clip Cartridge	\$55.00 ea

2019 TASER X26 Accessories Law Enforcement Pricing

Model	Product Description	Agency Price
X26 Power Magazines		
26700	Digital Power Magazine (DPM)	\$44.00 ea
26701	eXtended Digital Power Magazine (XDPM)	\$50.00 ea
X26 Holsters		
44952	Holster, X26, Right Hand, Blade-Tech	\$43.00 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$43.00 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$43.00 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$43.00 ea
Dataport Download Kit		
26500	X26 Dataport Download Kit	\$196.00 ea

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³ The 15-foot cartridges are recommended for training, due to their relatively short range. However, these 15-foot cartridges are conductive, and must NOT be used against a person wearing a Slim Suit.